

REGIONAL WATER RESOURCE AGENCY

INVITATION TO BID

QUOTATION SHEETS

THIS IS NOT AN ORDER

RWRA Purchasing Manager
 1722 Pleasant Valley Road
 Owensboro, KY 42303
 Phone (270) 687-8440
 Fax (270) 687-8444
 Email: bids@rwra.org

Max Rhoads and David Hawes
 Clarifier Coatings
 Bid #2021-30
 Bid Opening: May 4, 2021
 2:00 p.m. Local Prevailing Time

Bidder's Name: _____ Phone # _____

Mailing Address: _____ Fax # _____

_____ email _____

Please quote on the items listed below. RWRA reserves the right to reject all or any part of offer. All bidders are responsible for reading and complying with the attached specifications.

Bid Items

Item #	Description	Address	Price
1	Max Rhoads Clarifier #3 Center Pier Metal Surfaces	1201 Ewing Rd, Owensboro, Ky 42301	
2	Max Rhoads Clarifier #3 Effluent Troughs	1201 Ewing Rd, Owensboro, Ky 42301	
3	David Hawes S. Clarifier Center Pier Metal Surfaces	1722 Pleasant Valley Rd, Owensboro, Ky 42303	
4	David Hawes S. Clarifier Effluent Troughs	1722 Pleasant Valley Rd, Owensboro, Ky 42303	

TOTAL PRICE \$

Total Price in writing

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

 Signature Date

Print or type the name and title of the person responsible for submitting this bid.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

Each bid and copies must be sealed in an envelope, marked with the bidder’s name and is to be addressed to RWRA, Tonya Smith, Purchasing Manager, **1722 Pleasant Valley Road**, Owensboro, KY 42303. Bid number and opening date must be clearly marked on the outside of the envelope.

SCOPE

The Regional Water Resource Agency (RWRA or the "Owner") is seeking sealed bids from qualified bidders to provide all labor, materials, prep, equipment, supervision, and incidentals required to install coating on (1) clarifier at each of RWRA’s Wastewater Treatment Plants in Owensboro, KY:

David Hawes South clarifier center pier metal surfaces including gear drive assembly, center pier, sight box, influent well, scum deflector, skimmer boom, and scum box. Separate Bid Item pricing shall include coating of the effluent troughs with an anti-fouling coating system.

Max Rhoads clarifier #3 center pier metal surfaces including platform, center pier, sight box, influent well, scum deflector, skimmer boom, and scum box. Separate Bid Item pricing shall include coating of the effluent troughs with an anti-fouling coating system.

DUE DATE AND TIME

All bids must be submitted as described below to the location listed below no later than **2:00 p.m. local prevailing time on 5/4/2021**; at this time all bids received will be opened and publicly read. Any bids received after the due date and time will be returned unopened.

BID SUBMISSION

LIST BELOW ARE THE ITEMS THAT SHALL BE INCLUDED WITH THE BID SUBMISSION:

1. Bid Form, Pages 1 - 5 of Section 2.
2. Bid Bond, on form provided by the bidder’s bonding company.
3. Exceptions to the Bid Specifications Form, Page 19 of Section 2. List items the bidder is excluding from their proposal or note “No Exceptions”.
4. KRS 45A.343 Form, Page 20 of Section 2. Signed by the owner or officer of the company and Notarized.
5. KRS 45A.395 Form, Page 21 of Section 2. Signed by the owner or officer of the company and Notarized.
6. Release and Indemnity Agreement, Page 22 - 23 of Section 2. Signed by the owner or officer of the company and Notarized.
7. Type/Manufacturer/Total Application Time of Coating(s) bidder proposes to use.
8. Proposed Coating(s) manufacturer product data.

_____	_____
Signature	Date

Print or type the name and title of the person responsible for submitting this bid.

All pages of the bid form shall be signed in ink on designated signature lines. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Bidders must provide manufacturer's product literature with the bid submission.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the unit extension of a unit price, the unit price shall govern over the total price.

The signed completed original bid package and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. **The bid shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing Manager, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

GENERAL COMPLIANCE: Please read these instructions carefully.

CONTRACT TIMES: The work is to be completed and ready for final payment within 90 calendar days from the date of the Notice to Proceed.

LIQUIDATED DAMAGES: Liquidated damages shall be \$750.00 per day beyond the 90 calendar days unless time extensions are granted due to weather or unforeseen conditions.

"NO BID": Bidders unable or unwilling to submit a bid should immediately return the "Quote Sheet" only with "No Bid" marked clearly on the outside of the envelope. Any vendor not submitting a bid is encouraged to indicate the reason(s) for not participating.

BID COPIES: When submitting bids, include the original signed bid, along with two (2) copies of the entire bid submitted. The original bid and all copies shall be submitted in one envelope.

BIDDER'S QUALIFICATIONS: Contractor must demonstrate to the satisfaction of RWRA that he has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

ALTERNATE BIDS and “or equal”: It is not the intention of the specifications contained herewith to eliminate any bidder; however, quoted items must equal or exceed stated specifications.

TAXES: All prices shall be quoted exclusive of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a Contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

SHIPPING CHARGES: All items quoted shall be “F.O.B. Destination.” No additional freight charges will be allowed.

ACCEPTANCE PERIOD: All prices quoted in this proposal must remain firm and open to acceptance by RWRA for a minimum period of sixty (60) days after bid opening.

BONDING: A 5% Bid Bond is required for this bid. Kentucky Revised Statute 45A.430 states, in part, the following:

- (1) Bidder security shall be required for all competitive sealed bidding for construction projects when the price is estimated by the local public agency to exceed twenty-five thousand dollars (\$25,000). Bidder’s security shall be a bond provided by a surety company authorized to do business in this Commonwealth, or the equivalent in cash, in a form satisfactory to the local public agency.*
- (2) Bidder’s security shall be in an amount equal to at least five percent (5%) of the amount of the bid.*
- (3) Performance and Payment Bonds are required. Kentucky Revised Statute 45A.435 states, in part, the following:*

Contract performance and payment bonds. – *(1) When a construction contract is awarded in an amount in excess of twenty-five thousand dollars (\$25,000), the following bonds shall be furnished to the local public agency, and shall become binding on the parties upon the award of the contract:*

- (a) A performance bond satisfactory to the local public agency executed by a surety company authorized to do business in this Commonwealth, or otherwise supplied, satisfactory to the local public agency, in an amount equal to one hundred percent (100%) of the contract price as it may be increased; and*
- (b) A payment bond satisfactory to the local public agency, executed by a surety company authorized to do business in this Commonwealth, or otherwise supplied, satisfactory to the local public agency, for the protection of all persons supplying labor and materials to the Contractor or his subcontractor for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the original contract price.*

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

DISQUALIFICATION FROM FUTURE BIDS: Any contractor awarded a contract that fails to fulfill all obligations of contract may be disqualified from submitting a bid on any Regional Water Resource Agency projects for a period of up to five (5) years.

INSURANCE REQUIREMENTS: The Contractor shall furnish the Owner with certificates evidencing the required insurance coverage, from an “A” or better rated (by AM Best Rating System) insurance company, prior to commencing work. Contractor shall procure and maintain for the duration of this bid insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability: Limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with at least \$1,000,000 annual aggregate.

Commercial Automobile Insurance: Limits of not less than \$1,000,000 combined single limit.

Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the Commonwealth of Kentucky and employer’s liability limits of not less than \$1,000,000 per accident.

Excess/Umbrella Liability/Fire and extended coverage insurance (Builders Risk): Limits of not less than \$3,000,000.

The Regional Water Resource Agency shall be listed as “Additional Insured” in respects to the General Liability, Automobile and Excess/Umbrella Liability. (See Appendix A)

METHOD OF PROCUREMENT: Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

METHOD OF AWARD: This bid will be evaluated based on the evaluation criteria established in the bid specifications. The attached quotation sheet is to be used for the basis of the award. Bids will be evaluated on the sum of the projects listed; unit pricing for each of the bid items/scopes are required to be listed on the quotation sheet. RWRA reserves the right to award all or select bid items based upon the best interest and/or most value to RWRA. In the event of a partial award, unit pricing will determine the total contract amount.

The RWRA reserves the right to reject any and all bids and to waive any irregularities in said bids, and the RWRA also reserves the right to award bids based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications unless all bids are rejected. Refer to 40 CFR 31.36(d). All bids shall not be rejected without proper justification.

Signature Date

Print or type the name and title of the person responsible for submitting this bid.

ESTIMATED QUANTITIES: The specific items to be coated are called out in the drawings located in the appendices. These drawings are for reference only, a visit on site is recommended to see everything to be coated in person.

In the event that any structures not listed are proposed for coating, RWRA and the Contractor will arrive at a mutually agreeable unit price for coating.

PAYMENT: The bid must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured into the unit price of the quoted item. RWRA reserves the right to select the most beneficial terms.

Payment for work will be in accordance with the progress of the work relative to bid item unit prices established on the quotation sheet. Progress payments will be made monthly for properly stored materials and work complete and accepted by Owner's inspector. RWRA will retain ten percent (10%) of the monthly payment until such time as the project has been completed to the satisfaction of the Engineer. (40 CFR 31.36).

COMPLIANCE WITH APPLICABLE LAWS/REGULATIONS: Successful bidder must comply with City of Owensboro/Daviess County ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits taxes and any other ordinances that may apply to any particular bid package.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

COMPLIANCE WITH EQUAL OPPORTUNITY STATUTES: The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. Compliance with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act and the contract Work Hours Standards Act. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the Contractor will reimburse RWRA for any damages incurred due to any violation of the above mentioned statutes by the Contractor while under contract to either entity.

COMPLIANCE WITH KRS 45A.343 AND KRS 45A.395: Attached are statements which must be completed by bidders. These statements are required under the listed statutes, and must be completed and submitted with the bid.

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

CONDITIONS OF WORK: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

PROTECTION OF WORK AND PROPERTY: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

PREVAILING WAGE RATES: This project is NOT subject to either Federal and State of Kentucky Prevailing Wage Rates.

RELEASE AND INDEMNITY AGREEMENT: The Contractor shall be required to sign and have notarized the attached RWRA "RELEASE AND INDEMNITY AGREEMENT" or their bid will not be considered.

ADDITIONAL INFORMATION: Requests for additional information or clarifications of bid specifications should be directed to Tonya Smith, Purchasing Manager, Telephone (270) 687-8440, by fax to (270) 687-8444, or by e-mail at bids@rwra.org. All inquiries shall be made no later than three days prior to the bid opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be mailed/emailed to all prospective bidders of record. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

Any bidder who receives this bid other than directly from RWRA shall notify the RWRA Purchasing Manager that they have received the bid. This will allow RWRA to notify all bidders of any addenda.

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

CONFLICTS OF INTEREST

All bidders are responsible for complying with the following, KRS 45A: 455: *Conflicts of Interest - Gratuities and Kickbacks – Use of Confidential Information*

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or*
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or*
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.*

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person.

For further information on the conflict of interest statutes, see the “Recovery of value of anything transferred or received in breach of ethical standards” at KRS 45A.460, and “Definitions for terms used in KRS 45A.445 to 45A.460” at KRS 45A.445.

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

SPECIFICATIONS

RWRA invites and encourages competition on all projects. However, RWRA must be assured that all coating products installed in RWRA's system are of good quality, that manufacturers and installers of such products are reputable, competent, experienced and financially sound. RWRA has therefore established these standards for product quality, manufacturer soundness and integrity, and installer expertise, experience and financial stability.

All data submitted for the Qualification process must demonstrate to the satisfaction of Owner or Owner's engineer, full compliance with all applicable items. Owner's Engineer may at its sole discretion accept or deny any or all bids should it be determined that it would be in the best interest of RWRA.

Coating Specification

I. INTENT

It is the intent of this specification to provide for the coating of select metal surfaces and concrete effluent troughs in and relating to the clarifier structures.

II. PRODUCT

The product shall be an approved product by RWRA.

In the past for similar projects at RWRA, the PPG AMERCOAT, PPG SIGMASHIELD and PPG PSX products by PPG Protective & Marine Coatings have been used for coating of metal and trough surfaces.

PPG Amercoat 965
PPG Amerlock Sealer
PPG Sigmashield 880
PPG PSX 700

RWRA will accept OR-EQUAL substitutions upon review and prior approval at the sole discretion of RWRA. Bidder shall clearly define prep, application and dry/cure times for any proposed coating system complete in the bid.

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

III. INSTALLATION CONTRACTOR

The installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have active experience in the commercial installation of the same product represented by the contractor.

Contractor shall be responsible for all material and equipment staging including scaffolding/lift materials and equipment, PPE, Anchor points and equipment and shall operate in strict compliance with all OSHA required fall protection requirements at all times.

Contractor shall coordinate the schedule of activities with RWRA in consideration of dry weather and RWRA will commence with a Clarifier Shutdown and drain-down. Upon Clarifier being made accessible to Contractor, Contractor shall complete all surface prep, base and finish coating of all surfaces within a 10 consecutive calendar day working window. In the event of emergency, Contractor may be given a 24hr notice and required to remove personnel, materials and equipment for RWRA to put the Clarifier back into temporary service. In such an event, Contractor shall be entitled to additional compensation for added expenses related to delays and scaffolding cleanup.

Contractor shall be responsible to provide necessary tools/equipment to successfully demonstrate coating thickness and adhesion requirements in accordance with Manufacturer's recommendations prior to RWRA acceptance.

Contractor shall be responsible to protect the "sludge pocket" (sump area in the clarifier floor) from any/all debris from construction activities. Contractor shall be responsible for any/all cleanup and disposal of all cleaning/blasting material or other construction-related debris.

Contractor and scope requirements as detailed in these specs shall apply to both Center Pier Metal and Trough scopes. Coatings application and curing time shall run concurrent within the same 10 calendar day shutdown. No additional clarifier shut-down time shall be given to complete either scope of work, and all surfaces shall be prepared, coated and cured within the allotted 10 calendar day shutdown window. Contractor shall be permitted to work after-hours and on weekends to accommodate the strict requirements for project scheduling.

IV. MATERIALS

All materials included in the bid submittal shall include the following data:

1. Type/Manufacturer of coating system
2. Product design and application requirements

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

V. INSTALLATION

The coating system to be installed shall follow all manufacturer's recommendations and specifications inclusive of requisite curing times and application thickness.

Installation shall include all necessary materials and surface preparation. Surface preparation requirements shall be in strict accordance with submitted/approved manufacturer recommendations for the approved coating product systems. Coatings/Paint shall be installed and cured in strict accordance with manufacturer recommended drying/curing time, base coat installation/curing, and finish coat installation/curing within the 10 calendar day shutdown window.

VI. WORKMANSHIP

The finished coating shall be continuous over the entire surface area, the coating shall be free of blisters, bubbles, and any other imperfections. If these conditions are present, the contractor shall fix the areas in accordance with the manufacturer's recommendations and specifications at no additional cost to RWRA.

VII. RWRA RESPONSIBILITY

RWRA shall be responsible for Clarifier flow-isolation and tank drain-down of Clarifier floor in the working area by means of existing drainage and valving controls. Metal and trough surfaces to be coated shall be exposed for surface prep and coating "as-is" after tank drain-down. Contractor shall be solely responsible for painted-surface preparation including any ancillary required pumping, wash-down, abrasive brushing or blasting, drying, etching, etc.

IIX. INSPECTION AND CLEAN UP

The installation shall be inspected by both the RWRA Representative and the Contractor to check for any imperfections, if the RWRA Representative requests photos of the installation the Contractor shall provide photos for inspection at no additional cost to the Owner. Contractor shall be responsible for inspection equipment (mil-gauges, etc.) compliant with manufacturer installation standards. RWRA reserves the right to have the coatings manufacturer representative inspect installation for acceptability. Contractor shall be responsible to correct any deficiencies as noted by the manufacturer's representative. Upon completion of the installation, the Installer shall restore, to original or satisfactory conditions as determined by the Owner, the project area affected/disturbed by the operations.

Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

EXCEPTIONS TO BID SPECIFICATIONS:

Exceptions to bid specifications should be noted by number on the appropriate specification sheet and those specifications are to be explained on this page

LIST ALL EXCEPTIONS:

1.

2.

3.

4.

5.

6.

7.

8.

OTHER REMARKS AND COMMENTS: _____

Signature Date

Print or type the name and title of the person responsible for submitting this bid.

VENDOR’S STATEMENT PURSUANT TO KRS 45A.343

The undersigned, as a duly authorized officer of _____,
Pursuant to KRS 45A.343 states;

1. To the best of my knowledge, information and belief, _____ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period preceding this statement.
2. _____ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the Contract to be entered into with the Owensboro-Daviess County Regional Water Resource Agency, doing business as Regional Water Resource Agency.
3. _____ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to comply with the applicable provision of those statutes for the duration of the aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
 - a. Cancel its contract with _____, and
 - b. Disqualify _____ from eligibility for future contracts awarded by Regional Water Resource Agency for a period of five years.

This the _____ day of _____, 2021.

(Company Name)

By: _____
(Typed or printed name) (Signature)

Title: _____

STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me by
_____, on behalf of _____,

on this the _____ day of _____, 2021.

Notary Public, State-At-Large

Signature Date

Print or type the name and title of the person responsible for submitting this bid.

My commission expires: _____

STATEMENT REQUIRED PURSUANT TO KRS 45A.395

The provisions of KRS 45A.395 required that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____ (office or title) of _____ (bidder or offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This the _____ day of _____, 2021.

(Company Name)

By: _____
(Typed or printed name) (Signature)

Title: _____

STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me by
_____, on behalf of _____,

on this the _____ day of _____, 2021.

Notary Public, State-At-Large
My commission expires: _____

Signature Date

Print or type the name and title of the person responsible for submitting this bid.

RELEASE & INDEMNITY AGREEMENT

WHEREAS _____ (hereinafter referred to as “First Party”) shall be performing duties or activities on property owned by the Regional Water Resource Agency (hereinafter referred to as “RWRA”);

NOW, THEREFORE, in consideration of these premises, the First Party acknowledges covenants and agrees as follows:

The First Party agrees to assume any and all responsibility and liability for the negligent acts and/or omissions of their agents, servants, and/or employees. The First Party shall be responsible for its employees and shall exercise all dominion, control, and authority over the means/methods used by its employees to perform any work for RWRA or while on RWRA property;

The First Party further covenants to comply with all federal, state, and local occupational safety and health laws and regulations, and local, state, and federal laws and regulations for “Maintenance and Control of Traffic During Construction”.

First Party further covenants and agrees that the RWRA shall not be liable to the First Party under any circumstances, for loss of life, injury, damage to property, or pecuniary loss occasioned by the use of RWRA property, facilities, tools, and materials.

First Party covenants and agrees to release, acquit, discharge, and hold RWRA harmless from any and all claims, costs, attorney fees, or judgment by any third party arising out of the negligent acts and/or omissions of the First Party’s employees, agents, or servants.

First Party agrees to indemnify and hold the RWRA harmless from any and all expenses incurred in connection with the defense of any action which may be brought against the RWRA, its employees, agents, and servants, and will further indemnify RWRA to the extent and in the amount, of any claim, attorney fees, costs, and judgment established against the RWRA, and any agent thereof, their employees, agents, or servants, arising from any cause herein above set forth.

Signature _____ Date _____

Print or type the name and title of the person responsible for submitting this bid.

The First Party through its duly-authorized representative designated below, states that said representative has carefully read the foregoing Release and Indemnity Agreement, knows the contents thereof, and signed same as their own free act and deed this _____ day of _____, _____.

(Signature of Representative)

Authorized Signature for: _____
(First Party)

STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me by
_____, on behalf of _____,
on this the _____ day of _____, _____.

Notary Public, State-At-Large
My commission expires: _____

Signature Date

Print or type the name and title of the person responsible for submitting this bid.

Appendix "A"


Signature

Date

Print or type the name and title of the person responsible for submitting this bid.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID: C6 REGIO-2	DATE (MM/DD/YYYY) 12/19/08
PRODUCER The Anderson Group 1925 Frederica Street P.O. Box 1627 Owensboro KY 42302-1627 Phone: 270-926-4550		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC#
Contractor (On Site)		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	XYZ	01/01/09	01/01/10	EACH OCCURRENCE \$1,000,000 AGGREGATE PER YEAR PER POLICY \$100,000 MED EXP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND \$2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	XYZ	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
X	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$	XYZ	01/01/09	01/01/10	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, list below SPECIAL PROVISIONS below OTHER	XYZ	01/01/09	01/01/10	NO STATE-TO-STATE LIMITS WITH EN EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

CERTIFICATE HOLDER Regional Water Resource Agency 2101 Grimes Avenue Owensboro KY 42303	REGIO-01 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Signature _____ Date _____

Print or type the name and title of the person responsible for submitting this bid.