

Regional Water Resource Agency

Invitation to Bid

Bid Name	Special Inspection Services
Bid Number	2025-27
Bid Opening Date and Time	Thursday, March 20, 2025 @ 2 pm, Local Prevailing Time
Bid Type	Public Opening- Open and Read Aloud

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

BIDDER'S INFORMATION:

Company's Legal Name: _____

Address: _____

City, State & Zip Code: _____

Telephone Number: _____

Fax Number: _____

Authorized Email Address: _____

Authorized Signature: _____

Printed Name: _____

Bidder's Exceptions, Conflicts and Clarifications

The Bidder acknowledges the following Addenda issued prior to Bid Opening Date:

If there are no exceptions taken, please CHECK and INITIAL the line below.

NO EXCEPTIONS: _____

If exceptions are taken to the bid, please complete the following page, identifying each exception.

The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.

Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.

Any and all exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder's "Terms and Conditions". The Bidder's printed "Terms and Conditions" are not considered specific exceptions.

Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder's attachments, documents, and/or terms and conditions.

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the attached RWRA document.

Copies can be made of the RWRA Exceptions document if additional space is needed.

Bidder acknowledges that ALL exceptions have been included on the "RWRA Specifications" page(s).

Date: _____

Company Name: _____

Company Representative: _____

Bidder's Exceptions, Conflicts and Clarifications

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the RWRA provided document. Copies of this page may be made if additional space is needed.

SUBMITTAL CHECKLIST

The following completed documents should be included in your submitted proposal (originals and two copies). Indicate on the first page of each set of documents ‘ORIGINAL’ or ‘COPY’. The original bid documents and the copies shall be submitted in one sealed envelope.

	INVITATION FOR PROPOSAL PAGE WITH BIDDER’S SIGNATURES AND CONTACT INFORMATION (first page)
	ADDENDA ACKNOWLEDGEMENT (PAGE 2, IF APPLICABLE)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (pages 2-3)
	SIGNED ORIGINAL BID and 1 COPY WITH PRICING PROPOSAL (pages 7-8)
	VENDOR’S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 17)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (page 18)
	INDEMNITY AGREEMENT (page 19)
	INSURANCE CERTIFICATION (Sample on page 20)
	BIDDER’S W-9 FORM
	Safety Policies and Employee Training Records <ul style="list-style-type: none"> ○ Electrical Arc Flash (A statement stating if your company does or does not have an electrical Arc Flash Program and a qualified person per the definition of NFPA 70E(Electrical)) ○ Fall Protection (Industrial Pumping) ○ Lock-out/Tag-out (Electrical) ○ Trenching/Shoring (Industrial Pumping) ○ A list of qualified competent employees will be in charge of the jobsite (Industrial Pumping)
	TWO (2) COMMERCIAL or INDUSTRIAL REFERENCES, specifically comparable to the scope of work being bid.

QUESTIONS:

For all questions regarding these bid documents contact
 Tonya Smith, Purchasing and Administration Manager
 270-687-8440 bids@rwra.org or Tonya.smith@rwra.org

SUBMIT SEALED BID TO:

Tonya Smith
 Regional Water Resource Agency
 1722 Pleasant Valley Road, Owensboro, KY 42303

ALL BIDS MUST BE RECEIVED BY 2pm on March 20, 2025, if received after this time the bid will be returned to Bidder unopened

SCOPE OF SERVICES

The Regional Water Resource Agency (RWRA), the municipal sewer utility for Owensboro-Daviess County, Kentucky, is seeking professional services of a qualified firm or individual to perform **Special Inspection Services**.

The Services to be provided shall provide for all testing of materials and special inspections as required by the Contract Documents, and the International Building Code, including (but not limited to) the list provided below:

- Soils & Foundations
- Cast-in-Place Concrete
- Pre-Cast Concrete
- Masonry
- Bolts and Embeds installed in Concrete
- Concrete Reinforcing Steel Placement
- Structural Steel and Welding
- Cold-Formed Steel Framing

TECHNICIAN AND INSPECTOR CERTIFICATION

The technicians and inspectors shall be certified to conduct the work each individual test/inspection requires, the bidder shall submit applicable training and certifications applicable to the work listed, failure to do so may disqualify the bid entirely.

The following are examples of the type of certifications that should be provided for the type of work listed:

- Soils Testing – Nuclear testing certificate, minimum 2 years' experience with grading and testing.
- Concrete Testing – ACI Grade 1, Minimum 2 years' experience.
- Etc.

QUALIFICATIONS OF PERSONNEL

Proposer should identify specific personnel to be assigned to this project, including resumes of those persons detailing their experience on recent/local projects.

LINE ITEM PRICING QUALIFIERS:

- Cost of test, lab technician labor and lab reporting shall be included in the proposed unit prices of respective tests as listed herein and will not be billed separately
- Hourly rates proposed in this bid shall be inclusive of all incidental administrative costs and such costs will not be billed separately
- Field Technician hourly rates shall be billable from the time of arrival at the project site to the time of departure from the project site, less meal or break periods. Field Technician hourly rates shall include incidental vehicle and administrative costs not to be billed separately
- Field Testing and Site Visits shall be coordinated and scheduled with RWRA staff/project representative prior to arrival
- Project Coordinator meeting attendance is optional and teleconference attendee information will be provided by RWRA. Optional in-person or telephonic attendance at project coordination meetings shall not be billable. When the bidder is specifically requested by RWRA for in person attendance, unit pricing hourly rates will be billable specifically for the length/duration of the progress meeting. Travel time and expenses will not be billable

- Travel time and expenses, inclusive of fuel surcharges and mileage for work requests within 15mi radius of 1722 Pleasant Valley Rd., Owensboro, KY are included within all proposed hourly rates not to be billed separately

REPORTS

Field Reports shall be left on site with the project manager. Reports shall state whether the work inspected/tested meets the specifications. Lab results and weekly summaries should be provided to a list of contacts that will be provided for each work request project assignment.

RESPONSE TIME REQUIREMENTS

All requests for services or information shall be responded to within one (1) working day.

QUOTE SHEET

Soils and Foundations	
Proctor Test	\$
Nuclear Density Test	\$
Hourly Rate for Technician	\$
Hourly Rate for Other Staff	\$
Hourly Rate for Engineer	\$

Cast in Place / Precast Concrete	
Slump Test	\$
Set of Cylinders, Cast, Pick-up, Curing	\$
Air Entrainment	\$
Compressive Strength	\$
Hourly Rate for Technician	\$
Hourly Rate for Other Staff	\$
Hourly Rate for Engineer	\$

Bolts and Imbeds / Reinforcing Steel Placement in Concrete	
Hourly Rate for Technician	\$
Hourly Rate for Other Staff	\$
Hourly Rate for Engineer	\$

Structural Steel and Framing	
Hourly Rate for Technician	\$
Hourly Rate for Other Staff	\$
Hourly Rate for Engineer	\$
Hourly Rate for Certified Welding Inspector	\$

Cold Formed Steel Framing	
Hourly Rate for Technician	\$
Hourly Rate for Other Staff	\$
Hourly Rate for Engineer	\$

Name of Company: _____

Date: _____

SAMPLE INVOICE

Bid # 2025-27

RWRA Contact _____ Date(s) of Work _____

3 hours labor @ \$25.00 per hour	75.00
Materials	25.00
Materials mark-up (10%)	2.50
Subtotal	102.50
Tax	1.50
Total	104.00

Invoices will not be accepted unless in the above format.

Instructions to Bidders

Due Date and Time

All bids must be submitted as described within this document to **1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing Manager, no later than 2:00 pm local prevailing time on Thursday March 20, 2025; 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.**

General Compliance

Please read these instructions carefully.

Bid Submission

Typed quotation sheets are preferred; however, if handwritten, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

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

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

The signed completed original bid package and additional copy 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 bids shall be addressed and delivered to the Regional Water Resource Agency, Attn: Tonya Smith, Purchasing Manager, David Hawes East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

Bid Copies

When submitting bids you must include the original signed bid, along with one (1) copy of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

Taxes

All prices shall be quoted exclusively 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.

Bidder's Qualifications

The proposing Firm/Individual must demonstrate to the satisfaction of RWRA that he/she has adequate equipment, personnel, experience in the specific technical field (RWRA may request details regarding the specific 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 previously unfavorable performance, reputation or lack of experience, capital, organization, equipment and/or consistent qualified staffing availability to conduct and complete the services in accordance with the terms and conditions of the contract. Additionally, any contract opportunity awarded to a Contractor via this bid opportunity may be

cancelled at any time throughout the term of the contract should the winning Contractor fail to demonstrate acceptable performance or experience, lack the requisite capital, tools, equipment or personnel to conduct and complete the services in accordance with all applicable safety requirements and terms and conditions of the contract and/or given schedule as determined by RWRA management.

Acceptance Period

All prices quoted in this proposal must remain firm and open to acceptance by RWRA for a minimum of the term of the offer after bid opening.

Contract Terms/Renewals

The initial term of this contract will be for a period beginning on the award of the contract, and good for a three (3) year term with the ability to renew an additional year up to two (2) times for a maximum of five (5) years. Such renewal is dependent upon the winning bidder agreeing to maintain the same unit pricing.

Method of Procurement

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

Bonding

Some items will be required to obtain a \$1000 performance bond to the City of Owensboro to perform work in the public right of way.

Bid Award

Bidders will be analyzed, and the award will be made to the most responsive, responsible bidder whose offer conforms to the solicitation, and is considered the most advantageous to RWRA.

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. The award will be given to the lowest responsive and responsible bidder meeting specifications.

Disqualification from Future Bids

Any contractor awarded a contract that fails to fulfill all obligations of a contract will be disqualified from submitting a bid on Regional Water Resource Agency projects for a period of up to two (2) years.

References

The Bidder shall include a list of at least two (2) commercial or industrial references, specifically comparable to the scope of work being bid. References will be required for each trade quote. **These references are to be included in the bid submittal.**

Safety

Vendor must perform work in a safe and timely fashion, provide (at Contractor's sole expense) any and all required safety equipment, devices and supplies necessary to complete the work, maintain a clean and safe work environment, follow safety requirements established by OSHA and the Regional Water Resource Agency, comply with all federal, state, and local occupational safety and health laws and regulations, and in particular, the following federal regulations according to the most current editions and publishing; General Industry Standards, 29 CFR 1910; Occupational Safety and Health Standards, 29 CFR 1926; Safety and Health Regulations for Construction

and with Kentucky Occupational Safety and Health Standards, as codified in 803 KAR Chapter 2, and with the Kentucky Transportation Cabinet/Department of Highways Standard for Road and Bridge Construction (section 112). Maintenance and control of traffic during any work performed in the public right of ways shall follow all current guidelines of the Manual on Uniform Traffic Control Devices (MUTCD). In addition, any excavation work must comply with the Kentucky Call Before You Dig Law KRS 367.4901 - 367.4917. It should be noted that the RWRA collection system has the potential to contain hazardous substances to which the Contractor could be exposed and of which RWRA may not be aware. In the event RWRA becomes aware of the existence of a potential hazard, RWRA will attempt to notify the Contractor as soon as possible of the presence of such hazard. If, in the opinion of the RWRA, the contractor's safety measures are insufficient or non-compliant with the standards and guidelines referenced herein, work will cease immediately until sufficient corrective action is taken. In the case of such a safety deficiency or when a Contractor is unprepared to provide the necessary safety equipment for a safe work environment, RWRA may choose to dismiss the Contractor from that particular work order and procure the immediate services of the contractor in the next position to complete the work in a timely fashion. Future Work Orders will be awarded to the Contractor again only when the Contractor demonstrates, to the satisfaction of the RWRA, that safety compliances are satisfactory, and work will be performed without risk. Multiple instances of unsatisfactory safety policy adherence may result in disqualification from all future work order consideration.

It is the bidder's responsibility to obtain any permits and approval of traffic control plans, if required, for all street cuts from applicable governing body.

VENDORS WILL NOT BE PAID FOR DOWNTIME DUE TO SAFETY VIOLATIONS NOR WILL THE CONTRACTOR BE ALLOWED ADDITIONAL DAYS TO MEET THE TIME OF THE COMPLETION DATE FOR SAFETY VIOLATIONS.

Materials

The Bidder is required to furnish all necessary labor and equipment needed to complete contract.

Attire

Contractor's employees must wear appropriate attire and safety equipment at all times while on site. All OSHA and RWRA rules and regulations shall be observed. Failure to adhere to safety regulations could result in termination of contract.

Subcontractors

It is not the intent of this bid to utilize subcontractors. Bidders must be qualified to complete services for which they submit a bid. Subcontractors must be approved in advance. All subcontractors are held to the same standards as the prime contractor including insurance/safety/licenses/bonding.

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 employers liability limits of not less than \$4,000,000 per accident.

Excess/Umbrella Liability: Limits of between \$1,000,000 - \$3,000,000***.

All Subcontractors are held to the same standards as Prime in regards to insurance/safety/license/bonding.

Indemnity Agreement

All contractors shall be required to sign an indemnity agreement included in the bid package to be considered for this project.

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.

Kentucky Preference Law

RWRA follows KRS 45A.490 and 45A.494: Reciprocal preference to be given by public agencies to resident bidders.

Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular bid package.

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. 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.

Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Tonya Smith, Purchasing Manager, Telephone (270) 687-8440, or by email 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 the addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective bidders of record and posted on www.rwra.org website.

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

SPECIFICATIONS

Detailed specifications are listed below. All bidders are expected to meet or exceed all specifications. Any bidder submitting a bid, which does not meet or exceed the stated specification is required to identify the specification which is not met, with an explanation for the exception on the "Bidders Exceptions, Conflicts and Clarifications". RWRA reserves the right to consider any listed exception to determine if the exception is of a minor nature, and may be accepted, or if the exception is of such a serious nature that the bid will not be accepted.

1. The Firm/Individual must provide proof of commercial general liability, commercial automobiles, workers' compensation and excess/umbrella insurance, if applicable, prior to initiation of work. **This must be provided in a timely manner or the work may be offered to the Contractor in the next position and the original Contractor may be removed from the established list. RWRA reserves the right to request an updated insurance certificate prior to each job.**
2. The Firm/Individual must have any applicable City, County and/or State licenses and/or bonds which are subject to RWRA verification. Firm/Individual shall also acquire proper permits, if applicable, for each specific project. Permit cost will be reimbursed to the firm/individual.
3. Any firm/individual that has not performed the specific services for RWRA within the past two years must provide two (2) commercial or industrial references for work performed for each trade within the past two years upon request by RWRA. References must be of work performed by firm/individual personnel specifically comparable to the scope of work being bid.
4. As required by OSHA in some trades, the firm/individual must provide a list of qualified competent employees who will be in charge of the jobsite. One of these will be required to be on the RWRA jobsite at all times while work is in progress.
5. It is not the intent of this bid to utilize subcontractors. Bidders must be qualified to complete services for which they submit a bid. Subcontractors must be approved in advance. Subcontractors will be held to the same standards as the prime firm/individual including insurance/safety/licenses/bonding.
6. Firm/individual must have sufficient equipment to perform work in a safe and timely fashion, and shall maintain a clean and safe work environment.
7. Based on the specific project, additional personnel or additional equipment may be required. Bidders are asked to list on the quotation sheet the hourly rate for each additional worker and the hourly rate for additional equipment with operator. The addition of any workers or equipment to the crew must be approved in advance by RWRA.
8. Firm/individuals are required to notify RWRA inspectors of any/all work scheduled in advance of performance of said work. Any materials installed or labor performed without advance notification or installation inspection may not be approved for payment.
9. Overtime must have prior approval from authorized personnel of the RWRA before any work can begin. Overtime will only be paid at time and a half, unless otherwise approved by the RWRA.
10. There shall be no billing for travel time.
11. Fuel service charge must be approved in advance.
12. In the event that special equipment is needed to perform assigned work that is not normal to specified trade equipment, the price for equipment rental (compressors, hammer hoe, jack hammer, etc) or special operator

must be approved by RWRA Inspector prior to beginning work. Safety equipment is not considered special equipment and firm/individual shall provide all necessary safety equipment and supplies at all times. RWRA reserves the right to rent or supply equipment needed for each project. No markup shall be allowed on rental equipment.

13. "Not to Exceed" Quotes may be requested for any project. Estimates and quotes shall be based on the service contracts hourly rate.
14. RWRA inspector will have the option of having the contractor sign their daily work sheet for labor charges.
15. All invoices submitted to the RWRA must be broken down per contract rates: labor, materials, and mark-up. The bid # 2025-27 and date(s) worked **must** also be included on the invoice. Copies of daily work sheets and copies of invoices, for any subcontractor services, shall be submitted along with the material invoices. No markup shall be allowed for subcontractor services, rentals, freight, returns, re-stocking fees or any sales tax paid by firm/individual. RWRA reserves the right to request copies of receipts for materials prior to approval of payment. **See attached sample invoice. (page 8)**
16. All invoices must be submitted within (30) days after work is completed. Invoices must be submitted by mail to 1722 Pleasant Valley Road, Owensboro, KY 42303, or electronically to accountspayable@rwra.org. Payment of invoices submitted to any other address may be delayed.

Method of Establishing Firm/Individual List:

1. Bidders will be analyzed, and the award will be given to the most responsive, responsible bidder whose offer conforms to the solicitation, and is considered the most advantageous to RWRA
2. The total of these factors will determine firm/individuals final point total and establish his/her ranking among the total number of firms/individuals. Lowest point total will be assigned the first position on the firms/individuals list, the next lowest point total will be assigned the second position on the firms/individuals list of qualified bidders and so on until all firms/individuals are ranked. In the event of a tie for any position on the list, the firms/individuals having the same point total will be allowed one more bid and then the rankings will be determined. If after the second bid, their point totals remain the same, RWRA will alternate projects between the two at the order of ranking.

Method of Awarding Services:

1. The RWRA will offer the specific work to the firm/individual in the first position on the established list. In the event this firm/individual cannot perform the work as required by the RWRA, the work will be offered to the firm/individual in the second position on the established list. If that firm/individual is unable to perform, the offer falls to the next position and so on. The firm/individual in the first position on the established list will be offered the work first every time specific work for his/her craft is identified. In the event that RWRA requests and the firm/individual in the first position submits a Not to Exceed estimate that is determined by RWRA to be too costly, over RWRA's budget or otherwise not in the best interest of the Agency, RWRA reserves the right to request a Not to Exceed estimate from the firm/individual in the next position and award the work accordingly.
2. There is no guarantee for any set amount of work to any firm/individual.
3. At any time a firm/individuals performance is determined by the RWRA to be unacceptable, or the firm/individual is unable to perform in a timely or efficient manner, cannot properly comply with the operational requirements of the work, fails to provide requisite safety equipment, devices or supplies or work

in a safe manner or cannot meet any of the requirements of the contract as listed herein, the firm/individual may be disqualified from the established list for the remainder of duration of the current contract.

Conditions of Agreement:

1. **The Regional Water Resource Agency reserves the right to bid any job separately if it is considered to be in the best interest of the RWRA.** The RWRA also reserves the right to request estimates/quotes from the qualified firm/individuals before awarding the service. Estimates and quotes shall be based on the contracts' hourly rate.
2. The Regional Water Resource Agency reserves the right to supply any or all materials required with any or all work performed. This determination and/or materials pricing will be done per job. The cost of trade consumable supplies such as concrete cylinders, etc. are not considered as materials and cannot be billed as such. **Only items that remain as part of the repair, installation, or work provided can be included in material charges unless pre-approved by RWRA.**
3. RWRA reserves the right to rent equipment needed for each project.

PROJECT QUALIFIED AND COMPETENT LEAD WORKER: Before commencing any work on any project, the firm/individual shall submit to the Owner the name(s) and qualifications of the competent lead worker(s) who will be assigned as their representative in charge of the work on the project(s). Staffing must be approved prior to the start of work. In the interest of continuity, it is expected that firm/individual personnel staffing shall be consistent in assignment and locally available. If, in RWRA's judgment, firm/individual personnel are inconsistent in availability, individual staffing, or qualification relative to the specific work, Contractor may be disqualified from the established list for the remainder of the duration of the current contract period.

CONDUCT OF WORKERS: The firm/individual shall enforce strict discipline and good order among the firm/individuals employees at all times. Employees of the firm/individual shall conduct themselves in a professional manner. Employees shall confine their activities to the work areas and access routes. Disruptive or unsafe behavior, abusive or inappropriate language, alcohol and recreational drugs are specifically prohibited on or near the Owner's property, easement or public right of way. Any persons conducting themselves in an inappropriate manner will be removed from the job site at the request of the Owner, Engineer, or their representatives.

SITE CLEANLINESS: For the duration of the Contract, each firm/individual shall maintain all haul roads, access roads, parking lots, and all other work areas free from dust, mud and/or any contaminants. All parking areas and roadways are to be kept clean of mud and other debris. No separate payment will be made for dust or mud control.

The firm/individual shall, at all times, keep the Project premises and surrounding area free from the accumulation of waste materials or rubbish caused by his operations in connection with the Project. Upon completion of the Work, and prior to final inspection and acceptance, the firm/individual shall remove all remaining waste materials, rubbish, firm/individuals construction equipment, tools, machinery, and surplus materials and leave the Project (including but not limited to glass, hardware, fixtures, masonry, tile and marble) in a clean and usable condition satisfactory to the Owner. If the firm/individual fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the firm/individual.

CLEANING AND TRASH REMOVAL: The firm/individual shall provide trash containers of adequate size on the site. Each firm/individual shall collect and deposit his/her debris in the containers. The firm/individual shall remove all trash from the project daily.

WORKMANSHIP: All work will meet the IOMP - Public Improvement Specifications unless otherwise approved by the RWRA engineer. These specifications can be downloaded at www.iompc.org.

PROTECTION OF EQUIPMENT AND MATERIALS: firm/individual shall provide suitable protection from damage to materials during construction and until final acceptance by the Owner.

SUBSTITUTION OF MATERIALS: Must be approved by the RWRA.

DAMAGED FACILITIES AND RESTORATION: The firm/individual is responsible for locating and excavating around existing utilities. The firm/individual shall be responsible for any damage to existing utilities and coordinating their repair with the proper agency or utility. The firm/individual is also responsible for identifying depth and location for all existing utility lines prior to installation of sewer mains or taps to verify potential conflicts and determine if any adjustments in the sewer main or tap profiles are warranted prior to pipe installation. If a conflict is discovered that will require realignment or grade change of proposed sewer, firm/individual shall notify engineer before proceeding. Identifying, locating, protecting and repairing existing utilities are not separate pay items and shall be considered incidental to the installation of sanitary sewer. Any change in alignment or grade resulting from a utility conflict is not a separate pay item and shall be considered incidental to the installation of sanitary sewer unless RWRA agrees that the conditions could not have been anticipated and significant work and/or delays resulted from the conflict.

The firm/individual shall repair and/or replace, at no expense to the Owner, any damage to property or equipment caused by work performed under this contract. Final payment will be held until repairs have been made to the Owner's satisfaction.

All work and restoration shall be guaranteed by the firm/individual for a period of one (1) year following completion and acceptance of the project.

CORRECTION OF WORK PRIOR TO FINAL PAYMENT: The firm/individual shall promptly correct Work that is rejected by the Owner as failing to conform to the requirement of the Solicitation. In addition to being responsible for correcting the Work and removing any nonconforming Work or materials that are not corrected from the jobsite, the firm/individual shall bear all other costs of bringing the affected Work into compliance.

If the firm/individual fails to correct nonconforming Work within a reasonable time, the Owner may take steps to correct the Work itself. If, within a ten (10) day period after receipt of written notice to correct the nonconformity, the firm/individual has not made serious efforts to correct the nonconformity, the Owner may, without prejudice to any other remedies it may have, proceed to correct the non-conforming Work. An equitable deduction from the Quotation Sum will be made to cover the cost of correcting the Work.

All safety equipment is required to comply with OSHA regulations and RWRA safety policies.

Personal Protective Equipment (PPE) shall be used on RWRA properties. No shorts or tennis shoes allowed.

Shoes shall be steel toe for construction type work.

RWRA reserves the right to supply material, supplies, equipment and operators on any project if in the best interest of RWRA.

Vendor's Statements Pursuant to KRS 45A.343 and KRS 45A.395

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 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 provisions 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 two years.

KRS 45A.395:
The provisions of KRS45A.395 require 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 _____ (title) of _____ (bidder or offeror) states under penalty perjury that neither he (she), not, 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 his conduct is of that nature or that circumstance exists.

(Company Name)

(Signature) (Title)

(Typed or printed name)

This the _____ day of _____, 20_____.

Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information

Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal therefore. The prohibitions are set for in KRS 45A.455 which provides:

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 therefore, in which to his knowledge:
 - a. He, or any other 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, 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.
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 or 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 therefore.
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 of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefore.
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 any other person (Enact. Acts 1978, ch. 100, S 92, effective January 1, 1980; ch. 250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 5A.990.

INDEMNITY AGREEMENT

_____ (the "contractor") desires to provide labor and materials to the Regional Water Resource Agency ("RWRA"); RWRA is willing to allow the Contractor to provide labor and materials under the following conditions:

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents, servants, or employees. The Contractor shall be responsible for its employees and shall exercise all dominion, control, and authority over the means and methods used by its employees to perform any work for RWRA or while on RWRA property.
2. The Contractor shall 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".
3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Contractor's work, but only to the extent caused by the acts of omissions of the Contractor or anyone employed directly or indirectly by the Contractor, or any subcontractor employed directly or indirectly by the contractor, or by anyone for whose acts any of them may be liable.

The effective date shall be considered the latter of the two dates as listed.

Contractor: _____

Owner: RWRA

Print Name: _____

Print Name: _____

Signed By: _____

Signed By: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Owensboro (BB) / AssuredPartners NL 1925 Frederica Street Owensboro, KY 42301	CONTACT NAME: Kelli Smith PHONE: (270) 000-0000 FAX: (270) 000-0000 (A/C, No, Ext): E-MAIL: email@assuredpartners.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Kentucky League of Cities INSURER C: INSURER D: INSURER E: INSURER F:


INSURED
Contractor (On-Site)

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ETD 0000111	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PROFESSIONAL LI \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ETD 0000111	7/1/2021	7/1/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		X	ETD 0000111	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W001-2021-00011	7/1/2021	7/1/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured with respect to General Liability, Auto Liability and Excess/Umbrella Liability.

CERTIFICATE HOLDER Regional Water Resource Agency 1722 Pleasant Valley Road Owensboro, KY 42303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--