



Frankfort Plant Board

BID INVITATION # 1759

ISSUED ON:

July 6, 2022

BY:

**THE ELECTRIC & WATER PLANT BOARD OF THE
CITY OF FRANKFORT, KENTUCKY**

FOR:

**New Traveling Screen at the Water Treatment
Plant**

TO BE OPENED ON:

July 20, 2022 at 2:00PM

II. TABLE OF CONTENTS**NEW TRAVELING SCREEN**

	<u>PAGE</u>
I. TITLE PAGE	1
II. TABLE OF CONTENTS	2
III. ADVERTISEMENT FOR BID	3
IV. INSTRUCTIONS TO BIDDERS	4-10
V. QUESTIONNAIRE	11-12
VI. SPECIFICATIONS	13-21
VII. BID	22
VIII. GENERAL SAFETY CERTIFICATE	23
IX. DRUG & ALCOHOL COMPLIANCE CERTIFICATE	24
X. CERTIFICATE OF OWNERS ATTORNEY	25
XI. CONTRACT	26-34
XII. EXHIBIT A – DRAWINGS	35-37

III. ADVERTISEMENT FOR BID

**Frankfort Plant Board
305 Hickory Drive
Frankfort, KY 40601**

Sealed Bids for the furnishing of all labor, materials, equipment, and services necessary for the removal and installation of a new traveling screen at the water treatment plant, together with all related appurtenances, will be received by the Frankfort Plant Board until 2:00 p.m. local time, July 20, 2022; and then opened and publicly read aloud.

Specifications and drawings may be examined at the following location:

**Frankfort Plant Board
Water Treatment Plant
200 Coffee Tree Road
Frankfort, KY 40601**

For Bid Correspondence, contact:

Jennifer Hellard

(502) 352-4422

jhellard@fewpb.com

For Technical Correspondence, contact:

David Billings

(502) 352-4468

dbillings@fewpb.com

Bids shall be accompanied by a certified check or bid bond in an amount equal to five percent (5%) of the bid to insure the execution of the contract for which the bid is made. In case the bid is not accepted, the check or bid bond will be returned to the bidder, but if the bid is accepted and the bidder shall refuse or neglect to enter into a contract with the Plant Board within ten (10) days after the time bidder has been notified of the acceptance of the bid, the said check or bid bond shall be forfeited to the Plant Board as liquidated damages for the failure to do so.

No bidder may withdraw bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.

The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.

IV. INSTRUCTIONS TO BIDDERS**1. SUBMISSION OF BIDS**

A. The following certificates or notices are included as a part of this documentation and shall be returned as a part of the bid response package.

- **A General Safety Program (GSP) Notice**
- **A Drug free Workplace Compliance (DWC)**

B. Each bid should be in a SEPARATE SEALED ENVELOPE and have typed on the envelope the INVITATION NUMBER, OPENING DATE, AND TIME. No responsibility will be attached to the Frankfort Electric & Water Plant Board for the premature opening of or failure to open a bid not properly addressed or identified.

Bids must be received in the office of the Frankfort Electric & Water Plant Board, 305 Hickory Drive, Frankfort, Kentucky, 40601, in a sealed envelope not later than the time specified for opening of bids, at which time all bids received will be publicly opened and read in the Bid Opening Room. It shall be the Bidder's responsibility that the bids are delivered to the above address no later than the time specified. Bidders are invited to attend public bid openings; also, to review complete bid files after awards have been made.

C. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.

D. Telegraphic bids, facsimile bids, or modifications of bids by telegram are not acceptable.

E. Conditional bids are not acceptable.

F. It is the responsibility of each Bidder before submitting a Bid to:

- **Examine the Bid and Contract documents thoroughly.**
- **Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.**
- **Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.**
- **Study and carefully correlate Bidder's observations with the Bidding and Contract documents and notify Owner of all conflicts, errors, and/or the discrepancies.**

G. All bids shall remain subject to acceptance for a period of ninety (90) days after the date of the Bid opening.

H. Each bid must be accompanied by Bid security made payable to the Owner in the amount equal to five percent of the Bidder's Bid, and in the form of a certified bank check or Bid Bond issued by a surety.

I. Retain one complete copy of the bid for your file and return original with your bid.

- J. Bids may be withdrawn at any time prior to opening upon written request by the bidder. Negligence on the part of the bidder in preparing the bid shall not constitute a right to withdraw bid after it has been opened.
- K. Bidders are invited to attend public bid opening; also, to review complete bid files after awards have been made.

2. BID SCHEDULE/SIGNATURE PAGE

- A. Bidders should quote on the basis of unit price and lump sum as stated in this invitation.

For discrepancies between figures and written amounts, precedence will be given to the written amounts.

- B. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All names must be typed or printed below the signature.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- F. The address, telephone number and contact person for communications regarding the Bid must be shown.

3. QUALIFICATIONS OF BIDDERS

- A. To demonstrate qualifications to perform work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be called for. The Owner may make an investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4. AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and all Bids and to waive informalities or minor defects. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual

date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. In the event that the lowest responsive and responsible bid is within the Owner's budget, the Contract will be awarded to the lowest responsive and responsible Bidder which, in the Owners sole and absolute judgment, will best serve the interest of the Owner. However, nothing in this Bid Invitation obligates Owner to award a contract.

- B. In determining the lowest responsive and responsible Bidder, the following elements will be considered: (1) lowest price, (2) if the Bidder has a satisfactory performance record, (3) if the Bidder has a suitable financial status to meet obligations incidental to the work, (4) if the Bidder involved maintains a permanent place of business, (5) if the Bidder has adequate personnel and equipment to perform the work properly within the time allotted, (6) number of and acceptability by the Owner of any and all proposed Subcontractors, (7) the completeness and regularity of the Bid Schedule and (8) time schedule of delivery. In addition, the Owner may consider in making the determination (1) the selection of equipment (or materials), (2) alternate equipment (or materials), and (3) deductions or other modifications listed in the Bid Schedule.
- C. When Owner gives a Notice of Award to Successful Bidder, it will be accompanied by unsigned copies of the Contract and other appropriate documents. Within 10 days thereafter, Contractor shall sign and deliver the copies of the Contract and attached documents to Owner with the required Bonds and Insurance. The Owner shall deliver two fully executed copies of the Contract to Successful Bidder, along with the Notice to Proceed subsequent to Board approval, at the earliest scheduled Board meeting.
- D. The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the Contract shall forfeit the Bid Security that accompanied the Bid, and the Bid Security shall be retained as liquidated damages by the Owner, and it is agreed that this sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract as hereinbefore provided. Bid Security deposited in the form of a certified check, or cashier's check shall be subject to the same requirement as a bid bond.

5. INSURANCE / INDEMNIFICATION/ BONDS

The Contractor shall take out and maintain during the life of this Contract such Public Liability (Bodily Injury and Property Damage) insurance as to protect themselves and any Subcontractor performing work covered under this Contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damages, which may arise from operations under this Contract, whether such operations by him/her or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor's insurance shall likewise protect the Owner and Engineer and save them or either of them harmless for acts of the Contractor.

Our contract requires that you return to us a signed contract and Certificate of Insurance showing commercial general liability, business auto liability, and employer's liability insurance.

Moreover, our contract requires that you provide a copy of any endorsement issued by your insurance company naming us as an additional insured on a primary and non-contributory basis. We must receive these before you begin work on the project.

Your policies should also:

- **Include at least \$1,000,000.00 limits for commercial general liability, business auto liability and employer's liability with umbrella limits of \$4,000,000.00.**
- **Be issued by an insurance carrier that maintains an A.M. Best's rating of "A-" or better, is duly admitted in the State of Kentucky and is reasonably acceptable to us.**

The commercial general liability policy should:

- **Include commercial general liability aggregate limits of at least \$2,000,000.00 with the general aggregate limit applicable per project.**
- **Be an occurrence coverage form equivalent to ISO's CG 00 01 10 01.**
- **Include coverage for liability arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract).**
- **Include no endorsements or modifications arising from explosion, collapse, underground property damage or work performed by subcontractors.**
- **Include a waiver of subrogation.**
- **Name us as an additional insured on a primary and non-contributory basis for ongoing and completed work using ISO form, CG 20 10 11 85 or a combination of ISO forms, CG 20 10 10 01 and CG 20 37 10 01.**

Additionally, we require that your business will:

- **Name FPB as an additional insured on a primary and non-contributory basis on your commercial general liability insurance for five years.**
- **Provide at least thirty (30) days' written notice prior to cancellation or termination of your commercial general liability, business auto liability and employer's liability.**

All insurance shall be written on a comprehensive policy form and, in the event blasting operations are required in performance of the work, shall specifically cover all blasting operations.

Insurance, Workmen's Compensation

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance, including occupational disease provisions, for all of the employees employed at the site of the project, and in case any work is sublet, the Contractor shall require his/her Subcontractors similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all the latter employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate coverage for the protection of his/her employees not otherwise protected. The insurance policy shall contain a clause or endorsement to save the Engineer and the Owner harmless for any acts of the Contractor.

INDEMNIFICATION

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Owner, their representatives, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

CERTIFICATE OF INSURANCE

At a minimum, the Certificate of Insurance shall contain the following information: (1) name of insurance company, (2) policy number and liability limits on all policies, (3) date of expiration of all policies, (4) statement that thirty (30) days' notice of cancellation will be given to the Owner and the Engineer, and (5) statement that coverage that will hold the Owner and Engineer harmless for acts of the Contractor is included.

PERFORMANCE BOND AND PAYMENT BOND

Not applicable.

6. RETAINAGE

Not applicable.

7. PAYMENT REQUEST

- A. One request for payment shall be submitted to the Owner at project completion.

8. ACCEPTANCE AND PAYMENT

- A. When the Contractor has completed the work in accordance with the terms of this specification and all construction has operated satisfactorily for 30 calendar days, the Contractor shall submit to the Owner a Request for Payment. Processing and issuing of the Payment to the Contractor will indicate acceptance of construction.

9. CONTRACT TIME

- A. Construction of this project must be complete and ready for final payment within 140 calendar days from the Date of the Notice to Proceed.

10. LIQUIDATED DAMAGES

- A. For each and every workday that the work or any portion thereof is not completed after the construction time as specified above, the contractor shall pay to the owner, not as a penalty but as liquidated damages, \$200 per day.

11. DRAWINGS & INFORMATION TO BE FURNISHED BY THE CONTRACTOR

Shop drawings and/or working drawings from equipment manufacturer illustrating design, construction, and operating criteria.

12. "AS-BUILT" DRAWINGS (If Applicable)

- A. The Contractor shall obtain from the owner one (1) set of prints of the Drawings. These prints shall be kept and maintained in good condition at the project site and a qualified representative of the Contractor shall enter

upon these prints, the actual "as-built" records of the construction progress. Entries and notation shall be made in a neat and legible manner and these prints shall be delivered to the Owner upon completion of the construction. Approval for final payment will be contingent upon compliance with this provision.

13. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

14. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

15. WAGE RATES

Not Applicable.

V. QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a General Contractor?

2. List up to three (3) projects of this nature that you have completed and give the name, address, and telephone number of a reference from each. Also give the completed cost of each project listed.

3. List projects presently under construction by your firm, dollar volume of the contract, and the percent of completion.

4. Have you ever failed to complete work awarded to you? If so, please state where and why.

5. Have you ever performed similar work under the direction of a Consulting Engineer or Registered Architect? If so, list up to three such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent project).

6. Give the name, address, and telephone number of an individual who represents each of the following who the owner may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

7. The following subcontractors are proposed to be employed to furnish portions of the work:

NAME ADDRESS TYPE OF CONSTUCTION % OF TOTAL WORK

1)

2)

Respectfully Submitted,

Signature

Title

VI. SPECIFICATIONS

NEW TRAVELING SCREEN PROJECT

Scope of Work

The Frankfort Plant Board currently has (2) traveling water screens at the water treatment plant low service pump station. This project is to remove one of the existing screens and install one new 2' x 60' thru flow traveling water screen in the pump station wet well.

See Exhibit A - Drawings

1.0 TRAVELING WATER SCREEN

Contractor shall be responsible for verifying all dimensions and fittings prior to beginning the project. This shall include but not be limited to: interface dimensions, screen guides, wash water piping inlets, and debris trough exit dimensions and location. The dimensions and fittings shall be field-verified prior to installation.

1.1 General Description

The traveling water screen shall consist of a continuous series of screen baskets fitted with a wire mesh screen deck. The ends of these baskets shall be mounted on two endless strands of steel roller chain operating over the head sprockets and foot sprockets.

As raw water passes through the screen baskets, floating and suspended debris will be impinged on the upstream screen mesh surface.

When the screen is operated, the baskets will be lifted out of the water flow and as the baskets continue ascending a high-pressure spray will discharge debris into a debris trough. The clean baskets will then continue onto the descending side.

1.2 Design Information

Basket Width.....2'-0" Rotation Centers60'-0"

1.3 Main Frame

1.3.1 Description

Each frame shall be a self-contained, rigid, box-like structure with welded cross bracing throughout, independently supported by side panels at the bottom of each well.

Continuous “Z” flanges 3/8” thick shall be provided on the main frame to fit into the embedded guide ways. The main frame shall fit into the well with no modifications.

Lifting lugs shall be installed on the head section. The lifting lugs can support the entire weight of the screen.

1.3.2 Design Information

Frame Design	2-Post	Frame Thickness.....	3/8”
Upper Intermediate Length	14’-4”	Number of 10’-0” Intermediate	4
Boot Section Length	6’-0”		

1.3.3 Materials

Head Section	A36 Carbon Steel	Main Frame	A36 Carbon Steel
Assy Hardware	18-8 SS	Coating	Coal Tar Epoxy

1.4 Carrier Chain

Screen chains shall be offset sidebar type utilizing Nitronic 60 Stainless Steel Bushings that will not require lubrication.

1.4.1 Design Information

Pitch	24”	Side Bar Size	3/8”x 2-3/4”
Pin Diameter	1-1/4”	Roller Diameter	3-3/4”
Bushing Diameter.....	1-3/4”	Attachment Style	1-Bolt
Operation	Non-Lubricated	Quantity	66 Links RH 66 Links LH

1.4.2 Materials

Sidebars.....	C1040 Carbon Steel	Pins.....	17-4 PH SS
Rollers	17-4 PH SS	Bushings	Nitronic 60
Attachment Bushing	Carbon Steel	Alemites	None

1.5 Head Shaft Assembly

1.5.1 Description

The head shaft is sized based on the deflection, stresses and bearing loads that can be produced by the full NEMA rated stall torque of the motor.

The head shaft is keyed to accept the head and driven sprockets. The head sprockets are jig fabricated type with removable tooth inserts. The head sprockets will be keyed to the head shaft with taper keys.

The head shaft will rotate in take-up bearings, supported at each end by means of a take-up screws and capstans with thrust bearings.

1.5.2 Design Information

Head Shaft Diameter.....	3-15/16"	Head Sprocket Pitch Dia.....	48"
Head Sprocket Teeth.....	6-Tooth	Bearing Type	Bushing
Bearing Diameter	3-15/16"		

1.5.3 Materials

Head Shaft.....	Cold Finished Steel	Keys	C1018 CS
Sprocket Body	Carbon Steel	Inserts.....	410 SS
Bushings	Thordon	Housing Body	Carbon Steel
Take Up Screw.....	303 SS	Keys	C1018 CS
Capstan Body	Carbon Steel	Capstan Insert	660 Bronze
Hardware	18-8 Stainless Steel		

1.6 Foot Shaft Assembly

1.6.1 Description

The foot shaft shall be static design, fixed at each end to prevent rotation. The foot sprockets shall have water lubricated bushings installed in the hubs of the sprocket. The foot sprockets will be held in place by set collars.

1.6.2 Design Information

Foot Shaft Diameter.....	2-7/16"	Sprocket Pitch Dia.	48"
Sprocket Teeth	6-Tooth	Sprocket Type	Positive Tracking

1.6.3 Materials

Foot Shaft.....	Cold Finished Steel	Sprocket Body	Carbon Steel
Bushings	Stoody with Sleeves	Set Collar	Carbon Steel
Hardware	18-8 SS		

1.7 Basket Assemblies

1.7.1 Description

The baskets shall be of modular construction to attain maximum rigidity. The upper and lower rails shall be **pultruded non-metallic material**, formed to provide a modular shape. These rails will be pinned with dowels and sealed with a high strength adhesive to injection molded endplates of non-metallic materials. These endplates will have a two (2) bolt mounting on each side of the basket to the carrier chain.

Each basket will receive a wire mesh panel, bolted in place using clamp straps made of flat bar. Vertical wire mesh supports will be supplied.

1.7.2 Design Information

Basket Width.....2'-0"	Basket Pitch.....24"
Quantity per Screen 66	Frame Thickness..... 3/8"
Wire Diameter.....0.080" (#14 ga.)	Mesh Opening..... 3/8" Square

1.7.3 Materials

Basket Frame Fiberglass	Clamp Straps 304 SS
Wire Mesh..... 304 SS	Assembly Hardware 18-8 SS
Attachment Hardware 18-8 SS	

1.8 Spray System

1.8.1 Description

The screen will be equipped with a spray wash system capable of cleaning the baskets during operation. The header will consist of threaded pipe and fittings and will have spray nozzles with overlapping flat spray patterns that provide complete coverage of the baskets. A ball valve will be supplied on the exit side for flushing the system.

1.8.2 Design Information

Header Pipe Size 3" Sch. 40	Fitting Class 150#
Discharge.....Front	Number of headers 1
Nozzles per Header 2	Inlet Connection..... TBD
Maximum Pressure 100 PSI	Minimum Pressure..... 80 psi

1.8.3 Materials

Pipe & Fittings A-53 Carbon Steel	Nozzles Al. Bronze
Flush Valve Bronze	

***The spray header will terminate outside of the head section frame of the screen. Unless otherwise noted, all piping and fittings from the termination point to the existing spray wash system will be the responsibility of the customer. For the spray header to connect with the existing spray wash system, the Contractor shall determine and obtain the accurate data where these systems meet. These will be shown on the General Arrangement drawing provided for approval. The Contractor is responsible for ensuring that the dimensions and the proper connection fittings are correct.*

1.9 Splash Housings & Guards

Contractor shall reuse and install the existing front and rear splash housings and outside chain guard. The housings will be equipped with a debris deflector that will guide discharged debris into the debris trough. Contractor is responsible for inspecting the items and providing any additional materials necessary for installation.

1.10 Drive System

1.10.1 Description

Each screen will have a balanced drive designed to withstand the full NEMA rated stall torque of the motor without damage to the drive mechanism.

Power is introduced by means of an electric motor driving a speed reducer. The speed reduction is accomplished by means of a helical gear type speed reducer with anti-friction roller bearings.

The drive unit will transmit power to the driven sprocket mounted on the head shaft assembly through drive sprocket and drive chain.

When necessary the motor, coupling and reducer will be dial indicated before it leaves the shop to insure proper screen operation.

1.10.2 Design Information

Motor Horse Power	1 HP	Voltage	240/460 VAC
Power	3-Phase	Frequency	60 Hz
Frame	NEMA B	Enclosure.....	TEFC
Reducer Type	Helical Gear	Reducer Ratio.....	299.1:1
Drive Sprocket.....	8-Tooth	Driven Sprocket.....	56-Tooth
Protection	Shear Pin	Drive Chain Pitch.....	2.563"
Starting Capability.....	5 ft Headloss		

1.11 Controls

FPB existing controls will be reused.

1.12 Painting and Surface Protection

All carbon steel components except for the carrier chain and drive components will be sandblasted and coated with coal tar epoxy paint.

The carrier chain and drive chain will receive one coat of rust preventive oil. The drive unit shall remain manufacturer’s standard paint. Any stainless steel (except for the assembly hardware), non-ferrous or galvanized material shall remain unpainted.

Carbon Steel Coating Coal Tar Epoxy
 Dry Film Thickness 8 to 24 Mils

1.13 Assembly & Testing

The Traveling Water Screen will be shop assembled, test run and shipped fully assembled, except for the splash housings, for installation in the well.

The motor-reducer, drive chain, and or spray wash feed pipe may be shipped disassembled to decrease the width for shipping.

1.14 Submittals

1.14.1 Approval

Contractor will supply an electronic copy of the Traveling Screen General Arrangement Drawing in an Adobe or AutoCAD format, in accordance with the schedule outlined in this proposal for approval by the customer. The Contractor will be responsible for confirming any necessary interface dimensions to insure proper installation.

1.14.2 Final Submittals

O&M Manual Electronic 1 GA Drawing Electronic 1

The electronic copy of the O&M manual shall include sections on Installation, Operation, Maintenance, Recommended Lubrication Schedule, Spare Parts List and Catalog Cut Sheets on Purchased equipment.

1.15 Items NOT Included

The following work is not included in this proposal; however, if required it is to be provided by the Purchaser:

- Screen wells, guides, concrete troughs and grouting.
- Setting of foundation bolts.
- Building alterations and concrete alterations.
- 480-volt, 3 PH, 60 Hertz currents for screen motor.
- 480-volt, 3 PH, 60 Hertz currents for differential head control.
- Electrical wire, conduit and electrical wiring.
- Spray water pumps.
- Spray water supply piping outside the screen housing.
- Pressure reducing valves, and other valves not mentioned in this proposal
- Spray water as recommended in this proposal.
- Field touch-up paint and painting.
- All required lubricants for normal operation.

It will be the Contractor's responsibility to check quantities and conditions of all materials immediately upon receipt of at the jobsite and to inform Customer of any shortages or damaged components within 15 days after receipt of any shipment.

2.0 ON-SITE LABOR/SERVICE

The attached scope of work is for the removal and installation of one (1) New Traveling Water Screen at the Frankfort Plant Board (FPB) Raw Water Intake structure.

SCOPE OF WORK

Contractor's Service Crew will travel to the Frankfort Plant Board (FPB) in Frankfort, KY. Once on site, will begin preparations for removal and disposal of the existing screen and the installation of one (1) New 2' X 60' Traveling Screen and will comply with all required site-specific safety education and the subsequent pre-job meetings. Contractor will submit a Job Hazard Analysis, a Job Hazard Mitigation Plan, and any other required forms and filings prior to the start of any work.

Contractor will supply mobile hydraulic crane/operator/rigging/riggers for all lifting requirements. Crane shall allow for no load to be lifted directly over the pump station.

FPB may decide to de-water the well for this project. Contractor will provide divers for the project just in case the well can't be completely de-watered, and need to dive to clean the bottom.

The new screen will be moved into position for lifting. Prior to installing the rebuilt machine, Contractor will check the well floor to determine if any mud, silt, or sand has accumulated on the well floor. Any obstruction will hinder the proper seating of the machine upon its return to the plant for installation. If any debris is found in the bottom, a plan will be coordinated for the removal.

Contractor will rig to and install the new machine in one complete piece (approximately 30,000#) and will reconnect the spray wash systems and make all necessary adjustments. FPB will be responsible for supplying all required gaskets, flanges, nipples, etc. for any modifications to the spray wash piping, if requested. Contractor is only responsible for the direct re-connect of the spray wash piping. Any additional modifications to the spray wash or to the leveling pads will be considered "Additional Work". The Station will reconnect the electrical wiring to the screen. Contractor will test run the machine and make any adjustments necessary to the spray wash and replace the front and rear covers. Upon approval by the FWB Project Manager, Contractor will clean the site back to "as found condition" and then depart the site.

Contractor personnel must be factory trained as professional Traveling Water Screen mechanics.

SCOPE OF SUPPLY

Contractor Supplies:

1. All tools, labor and supervision.
2. Safety Representative and Designated Person-In-Charge.
3. Mobile Hydraulic Crane/Operator/Rigging/Riggers for the lift.
4. Job Hazard Analysis prior to work.
5. Hazard Mitigation Plan prior to work.
6. Confined Space Entry Program prior to work.
7. Approved Dive Plan prior to any diving work, if needed.
8. All diving services required to complete project, if needed.
9. Topside and underwater burning equipment.
10. Secondary containment for any equipment containing oil.
11. All underwater welding equipment, fittings, and tools.
12. All P.P.E. & safety equipment (glasses, hard hats, tape, etc.)
13. All necessary rigging (slings, shackles, come-along, chain falls, etc.)
14. Certified commercial divers for all underwater tasks, if needed.
15. A minimum of eight (8) locks for any LO/TO requirements.
16. Drill holes in fiberglass housings to match the head section, if needed.
17. Field check of dimensions and alignment of factory assembled sections before installation.
18. Disposal of existing screen.

Frankfort Plant Board Supplies:

1. 110/120V and 460/480V power for tools and submersible mud pump, respectively.
2. De-watering the well to the maximum extent possible. Note: Well cannot be completed dewatered and contractor may need to provide divers to perform any work necessary for installation of new screen.
3. An approved environmental plan for the disposal of any sand, silt, or debris removed from the well floor.
4. Electrician for all wiring requirements.
5. Support for the walk-down, acceptance, and release of all Equipment Clearance Orders (ECO) ie-Equipment LO/TO.
6. Temporary power, lighting, and service air, if needed.
7. Tags for equipment.
8. Sanitary facilities.
9. Lock-out/ Tag-out of CWP's and all other equipment.
10. Expedient cooperation of all on site personnel.
11. Stable set-up and support for the cranes and their outriggers.

SAFETY

Contractor shall adhere to all applicable FPB & OSHA safety regulations.

WARRANTY

Contractor shall provide an 18 month workmanship warranty from date project is accepted by Owner.

Manufacturer shall warrant each new product of it's manufacturing to be free of defects in material and workmanship, with the obligation and liability under the warranty being expressly limited to repairing or replacing free of charge any product thereof proving defective under normal use of service within 18 months after the date screen is fully operational and accepted by Owner.

VII. BID

PROJECT TITLE: NEW TRAVELING SCREEN AT WATER TREATMENT PLANT

CONTRACT IDENTIFICATION: BID INVITATION #1759

**THIS BID IS SUBMITTED TO: FRANKFORT PLANT BOARD
ATTN: JENNIFER HELLARD
305 HICKORY DRIVE
FRANKFORT, KY 40601
(502) 352-4422**

ITEM #	BID ITEMS	PRICE (LUMP SUM)
1	New Traveling Screen	\$
2	Freight	\$
3	Labor	\$
	TOTAL:	\$

*******Required certificates and notices have been executed and returned as a part of this bid response package**

- Safety Program Certificate
- Drug and Alcohol Testing Certificate

VIII. NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor's specific line of business

Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations?

YES NO

Contractor _____
Mailing Address / Phone Number _____

Name of Authorized Representative (Type or Print) _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

***IX. DRUG AND ALCOHOL TESTING COMPLIANCE
CERTIFICATE***

PLEASE SIGN BELOW TO INDICATE: 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Programs; and 2) As a term of any contract for services to be performed on behalf of the Frankfort Electric and Water Plant Board, the Contractor agrees to comply with any drug testing that may be required by federal, state or local law.

Contractor _____

Mailing Address / Phone Number _____

Name of Authorized Representative (Type or Print) _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

X. CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties there to acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature (FPB Staff Attorney)

Date

XI. CONTRACT

New Traveling Screen at the Water Treatment Plant

This contract dated _____ is between The Electric & Water Plant Board of the City of Frankfort, Kentucky (hereafter referred to as the FPB) located at 151 Flynn Avenue, Frankfort, Kentucky 40601 and _____ (hereafter referred to as the Contractor) located at _____.

WHEREAS, the FPB requires the installation of a new traveling screen at the water treatment plant located at 200 Coffee Tree Road.

WHEREAS, the Contractor has the personnel, resources, and expertise to perform the work needed by the FPB.

ACCORDINGLY, the FPB and Contractor agree to the terms and conditions described hereafter as well as those contained in Bid Invitation 1759 which are incorporated by reference as if set forth fully herein.

1. Term

This contract begins on the date of execution and ends upon completion of the project. Contractor shall have 140 calendar days to complete work upon Notice to Proceed.

2. Contract Amount

The contract amount is _____.

3. Invoicing & Compensation

Contractor shall submit one payment request at project completion. FPB will pay Contractor 100% of the contract amount upon satisfactory completion and inspection of work.

4. Scope of Work

The scope of work is defined in the Specifications section of the Bid Invitation packet.

5. **Supervision**

Contractor shall supervise and direct the work efficiently and with his/her best skill and attention. He/she shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction used.

Contractor shall keep on site, during work assignments, a competent person in charge against whom FPB has no reasonable objection.

6. **Safety and Protection**

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and loss prevention programs in connection with the work. He/she shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All employees on the work and other persons who may be affected,

All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site.

He/she shall comply with the Department of Labor Safety and Health Regulations for Construction, the Safety Standards Act; or with any federal, state, or municipal safety laws or building codes, which supplement or extend said regulations.

He/she shall designate a responsible member of his/her organization on the site whose duty shall be the enforcement of Safety and Health Regulations.

7. **Emergencies**

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, contractor, without special instruction or authorization from owner, is obligated to act at his/her discretion to prevent threatened damage, injury, or loss. He/she shall give owner prompt written notice of any significant changes in the work or deviations in the contract documents caused thereby. A modification may be issued covering the changes and deviations involved.

8. **Owner's Responsibilities and Rights**

A) **Communications With Contractor**

All communications by FPB with Contractor, pertaining to performance of the work, will be issued through FPB's Project Manager or other designated FPB representatives.

B) Owner's Right to Correct or Complete the Work

If Contractor should neglect to execute the work properly or fail to perform any provision of this Contract or otherwise fail to comply with any federal, state or municipal laws, regulations, or ordinances, FPB, after ten days written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or may, at its sole discretion, elect to terminate this agreement.

9. Owner's Project Representatives

Communications pertaining to compliance submittals, written interpretations and change orders shall be directed to the designated FPB Project Manager.

FPB's project manager will conduct observations of the work in progress to determine that the work is proceeding in accordance with the contract documents and work assignments.

10. Authority to Disapprove or Reject Defective Work

All work done shall at all times be subject to the inspection, tests, and approval of FPB or its authorized representatives.

FPB has authority to disapprove or reject work which it, in its sole discretion, deems "defective." FPB also has authority to require special inspection or testing of the work as provided in these general conditions whether or not the work is completed.

FPB's Project Manager has authority, subject to final decision of FPB, to disapprove or reject any defective workmanship or equipment.

11. Additional, Omitted, or Changed Work

A) Changes In the Work

FPB, without invalidating the Agreement, may order additional work or make changes by altering, adding to, or deducting from the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the contract documents and be subject to the same inspection and tests as though initially included therein.

FPB has the right to make minor changes in the work to accommodate unforeseen circumstances and not inconsistent with the intent of the contract documents. Otherwise, all extra work or

changes will be covered in a change order which will state the location, character, amount, and method of compensation. No extra work or change involving time or cost not provided for in the Agreement shall be made unless a change order is approved by FPB and no claim for an addition to the contract price or extension of the contract time will be valid unless so ordered.

12. Changes to Contract Pricing

The contract's rate contained in Exhibit 4 may only be adjusted by a change order approved by FPB. The contract rate constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities, and obligations assigned to and undertaken by Contractor in accomplishing the work shall be at his/her expense.

13. Applicable Law

This contract shall be governed by the laws of the State of Kentucky. In the event that either party hereto seeks to litigate any matters concerning this contract, then the parties hereby agree that the Franklin Circuit Court shall have sole jurisdiction and venue concerning any litigation arising out of this contract.

14. Laws and Regulations

All applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

Contractor is required to obtain any and all necessary permits for construction of the project.

15. Entire Agreement

This document and its attachments set forth the entire agreement between the FPB and Contractor and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of the Agreement shall be binding unless made in writing and signed by the FPB and Contractor. No terms contained in Contractor's invoice or statement shall serve to modify the Agreement. The terms of this Agreement supersede any prior proposals, agreements, or contracts between the FPB and Contractor that may be in conflict with this Agreement.

16. Assignment

Contractor shall not assign this Agreement or any interest herein, including any performance or any amount which may be due or become due thereunder, without the FPB's prior written consent.

17. No Arbitration

This Agreement shall not be subject to arbitration. The parties will attempt to resolve any disputes arising under this Agreement through mediation utilizing the American Arbitration Association's Commercial Mediation Procedures prior to instituting any legal action. The mediator will be selected by mutual agreement. His/her decisions/recommendations shall not be binding.

18. Independent Contractor

Contractor is an independent contractor. Contractor does not have the authority to act, and will not act, as FPB's agent for any purpose. Contractor's employees or subcontractors are not employees or agents of the FPB and will not act as the FPB's employees or agents for any purpose. Contractor's employees will work solely under Contractor's direction and supervision. The FPB will have absolutely no supervisory authority over Contractor's employees. Contractor is responsible for all materials and work of any of its suppliers or subcontractors.

Contractor may, with prior authorization from FPB, use such responsible subcontractors as it requires to perform its obligations. If Contractor sublets or assigns any work under this Agreement, Contractor remains responsible for accomplishing all work in accordance with this Agreement and any amendments to this Agreement.

19. Notices

Any notices required under this Agreement shall be sent to the parties at the following addresses:

A) Frankfort Plant Board: David Billings
Frankfort Plant Board
305 Hickory Drive
Frankfort, Kentucky 40601

B) Contractor: _____

20. Indemnity

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless, the FPB, affiliated companies of FPB, its partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend FPB for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

21. Warranty

- A) Contractor shall be held liable for all workmanship and installation procedures in accordance with accepted standards and a good faith effort.
- B) Contractor shall not be liable for failure of FPB provided materials, if installed properly and in accordance with accepted standards.

22. Termination of Agreement

Termination for Cause

The FPB shall, for the duration of this Agreement, have the absolute right to terminate the Agreement for cause after written notification is given to Contractor and corrective action by the Contractor has not been completed within fourteen days of the notification. Cause shall be any of the following circumstances:

- A) Contractor sub-contracts work or assigns the contract without prior FPB acceptance and approval;
- B) Contractor fails to correct defective work within 14 days after receiving written notice;

The Contractor may terminate the contract for breach by FPB after written notification is given to FPB and corrective action by FPB has not been completed within 14 days of the notification.

23. Force Majeure

Neither party is liable for failure to carry out any of its obligations under this Agreement caused by Force Majeure. A party rendered unable to fulfill any obligation under this Agreement by Force Majeure must make reasonable efforts to remove the inability in the shortest possible time. The other party will be excused from performing its obligations until party relying on the Force Majeure is again in full compliance with its obligations under the Agreement.

“Force Majeure” means any cause beyond the control of the party affected, and which the party affected is unable to overcome by reasonable efforts, including without limitations the following: acts of God, fire, flood, landslide, earthquake, hurricane, tornado, storm, freeze, volcanic eruption or drought; blight, famine, epidemic or quarantine; theft; casualty; war; invasion; civil disturbance; explosion; acts of public enemies or sabotage. Labor-related performance impediments such as labor strikes, disturbances, or shortages are not Force Majeure.

24. Other

A) Severability of Provisions

If a Court or other tribunal of competent jurisdiction at any time holds that any provision of this Agreement is invalid, the remainder of the Agreement will not be affected and will continue in full force and effect.

B) No Waiver

The failure at any time of the FPB to enforce any provision of this Agreement or to require Contractor to perform any of the provisions of this Agreement does not waive or affect the validity or right of the FPB to enforce any provision of this Agreement.

C) Compliance with Laws & Government Regulations

Contractor shall comply with the provisions of all Federal, State, and local laws and regulations applicable to the Agreement, or to any goods or services to be furnished thereunder, and shall upon request by either party, furnish the other party with satisfactory proof of compliance with any designated law or regulation.

25. Insurance

Contractor shall secure and maintain at his/her expense, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect himself/herself and FPB and others against all hazards or risks of loss as a result of Contractor's operations under the Contract whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain coverage shall not relieve him/her of any contractual responsibility or litigation. The insurance coverage shall be as follows:

- (i) At least \$1,000,000 limits for commercial general liability, business auto liability, and employer's liability with umbrella limits of \$4,000,000.
- (ii) Commercial aggregate limits of at least \$2,000,000 with the general aggregate limit applicable per project.
- (iii) Workman's Compensation - \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury caused by disease.

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Kentucky. The Contractor shall provide a certificate of insurance satisfactory to FPB evidencing existence of such insurance prior to beginning any work. This insurance may not be canceled for any reason without ten days advance notice being first given to FPB.

We hereby agree to the terms and conditions set forth herein:

CONTRACTOR

FIRM: _____

ADDRESS: _____

PHONE: _____

BY: _____

TITLE: _____

DATE: _____

FPB

BY: _____

TITLE: _____

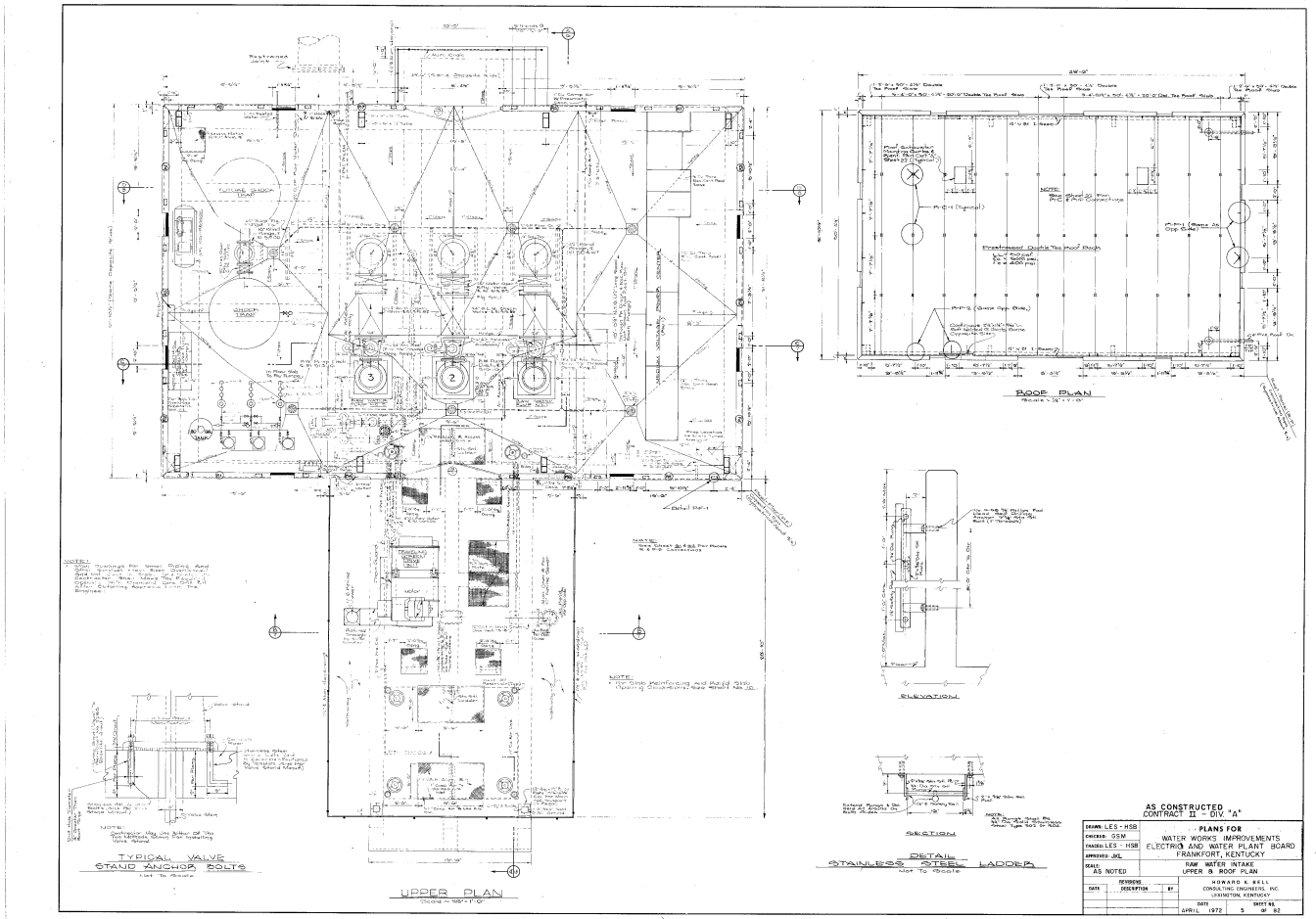
DATE: _____

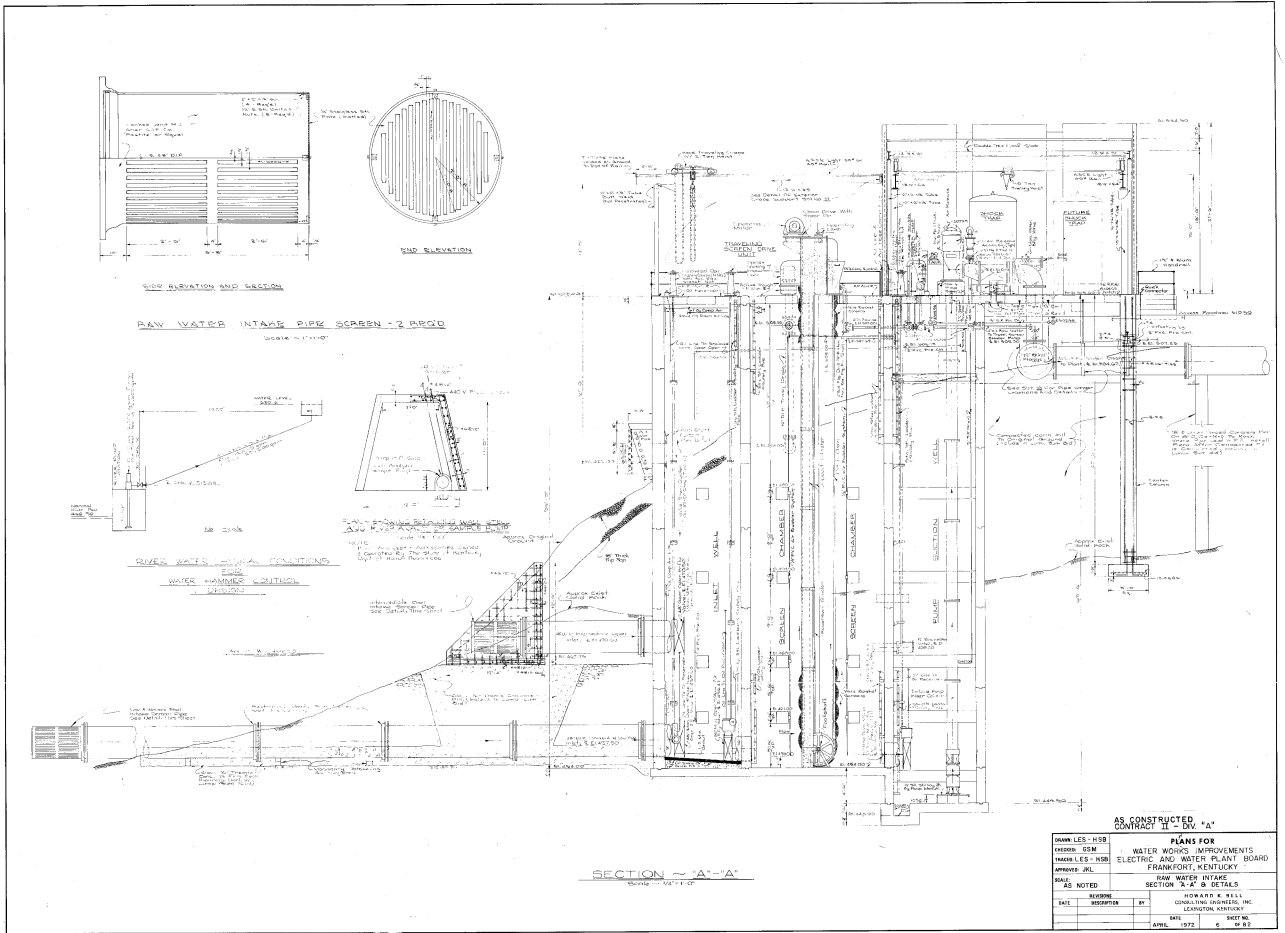
ATTEST BY:

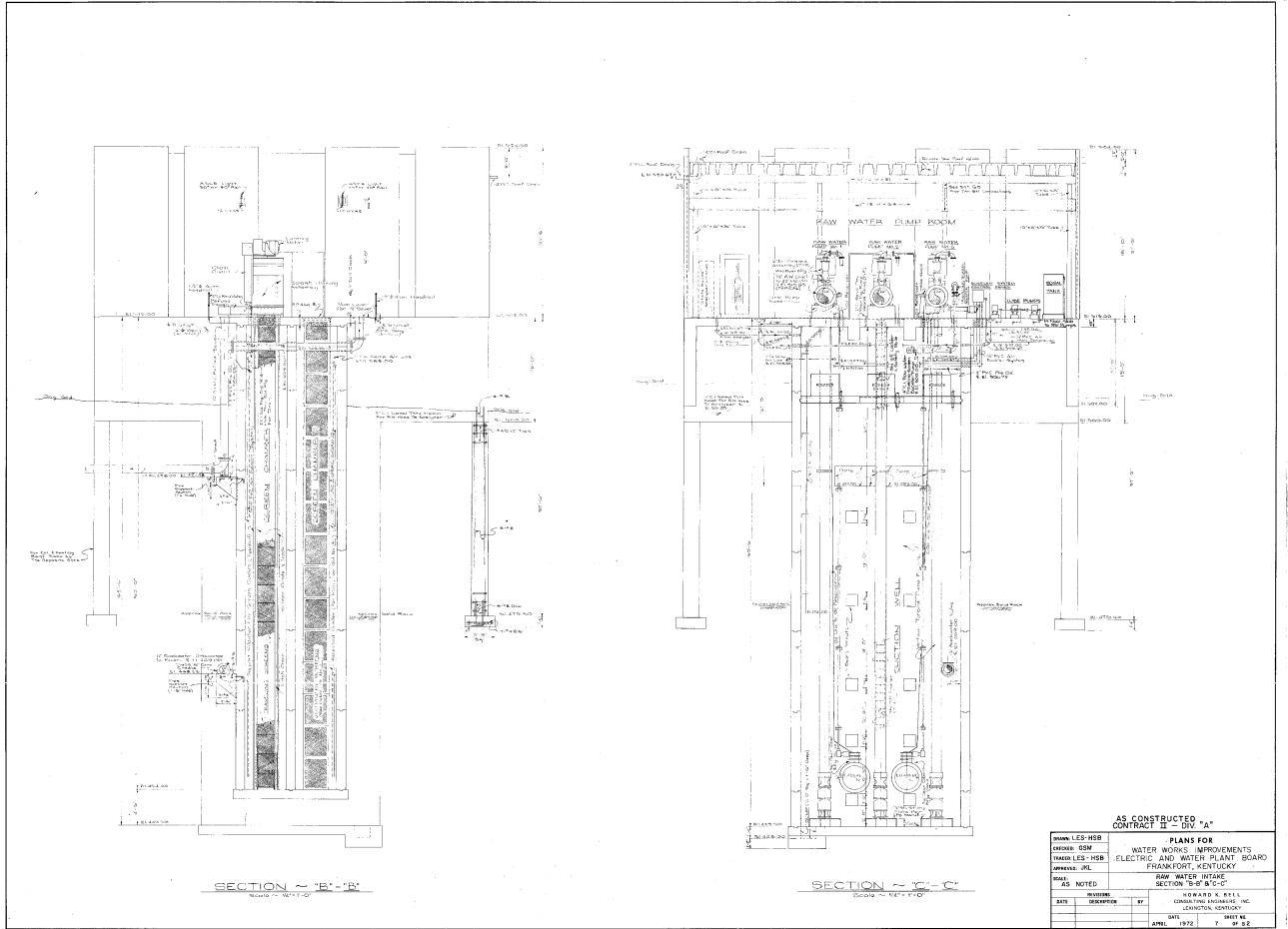
SECRETARY-TREASURER

DATE: _____

XII. EXHIBIT A - DRAWINGS







AS CONSTRUCTED
CONTRACT E-502A

Drawn: LES-HSB	PLANS FOR
Checked: ESM	WATER WORKS IMPROVEMENTS
Traced: LES-HSB	ELECTRIC AND METER PLANT BOARD
Approved: JKL	FRANKFORT, KENTUCKY
Date:	RAW WATER INTAKE
AS NOTED	SECTION ~ C-C
DATE:	HOWARD K. HILL
DESIGNED BY:	ENGINEERING DIVISION, INC.
DATE:	LEBANON, KENTUCKY
APPROVED:	1972
	P. 57 OF 58