



**Frankfort Plant Board  
Electric**

***BID INVITATION #1691***

**ISSUED ON**

**February 11, 2020**

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**BY**

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

**FOR**

**Erosion, Drainage and Stabilization Mitigation- Myrick  
Substation**

**SEALED BIDS TO BE OPENED ON**

**February 25, 2020 @ 2:00PM**

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# **1. Advertisement for Bid**

## **Erosion, Drainage and Stabilization Mitigation – Myrick Substation**

### **1.01 Project Overview**

The Frankfort Plant Board is requesting bids for erosion, drainage and stabilization improvements at its Myrick Substation. Work will be performed near energized electrical equipment. De-energizing the substation entirely is not feasible and will not be considered. Contractors with experience working in and around energized high voltage facilities are preferred. The contractor shall be responsible for the successful completion of all aspects of the project contained in the specification and attached civil construction plans.

Due to the safety concerns of the project, work will be closely supervised by the owner. FPB will work with the awarded bidder on a mutually agreeable work schedule.

Access to site shall remain restricted at all times. Contractor shall provide any measures necessary, including construction fencing, gates, locks, etc., to prevent unauthorized access to the site. At no point shall the site remain accessible to unauthorized persons while unattended.

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.

## **1.2 Attachments:**

Attachment 1 - Civil Construction Plans for Frankfort Plant Board Substation

Attachment 2 – Bid Tabulation for Erosion, Drainage, and Stabilization Mitigation

Attachment 3 – Report of Geotechnical Exploration

## **1.03 Other Considerations:**

All new fence shall adhere to the 2017 Edition of the National Electric Safety Code Section 110.

## **1.04 USE OF THE PREMISES**

- A. Before beginning work, the contractor must secure approval from the owner's representative for the following:
  - 1. Areas permitted for personnel parking.
  - 2. Access to the site.
  - 3. Areas permitted for storage of materials and debris.

## **1.05 EXISTING CONDITIONS**

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work.

## **1.06 BID SCHEDULE**

- A. Should access to the site be necessary before bid opening, the contractor must contact the owner's representative, Travis McCullar, at 502-382-8513 to coordinate an appropriate time.
- B. Bids must be forwarded to the Purchasing Agent at the following address no later than 2 p.m. on Tuesday, February 25<sup>th</sup>, 2020:

Jennifer Hellard  
Frankfort Plant Board  
305 Hickory Drive  
Frankfort, KY 40601

- C. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

### **1.07 TEMPORARY FACILITIES AND CONTROLS**

#### A. Temporary Utilities:

- 1. Power for construction purposes is available at the site and will be made available to the contractor.

#### B. Building Site:

- 1. The contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
- 2. The contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the functions of the substation.

#### C. Security:

Follow the owner's requirements for personnel identification, inspection, and other security measures.

### **1.08 JOB SITE PROTECTION**

- A. The contractor shall adequately protect buildings, service drives, shrubs, trees, etc. from damage while performing the required work.
- B. During the contractor's performance of the work, the owner will continue to make use of the existing facility. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may enter into the control buildings and electrical equipment. The contractor shall provide labor and materials to construct, maintain, and remove necessary, temporary enclosures to prevent dust or debris in the construction area(s) from entering the control equipment.
- B. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- D. Remove all traces of piled bulk material and return the job site to its original condition upon completion of the work.

### **1.09 SAFETY**

The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the contractor.** All related personnel shall

be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, customers and the occurrence of the general public on or near the site. FPB reserves the right to order a work stoppage if FPB personnel deem contractor's work practices present a hazard.

#### **1.10 JOB CONDITIONS, CAUTIONS AND WARNINGS**

- A. All work will be performed in the immediate vicinity of energized high voltage (69kV) electrical equipment.
- B. Proceed with work only when weather conditions are suitable.
- C. Site shall remain accessible for FPB employees at all times. No exceptions.

#### **1.11 CONTRACT TIME**

- A. The work shall be completed and ready for final inspection 90 calendar days from Notice to Proceed.

## 2. Instructions to Bidders

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

I. 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.

## **2.02 BID SCHEDULE/SIGNATURE PAGE**

A. Bidders should quote on the basis of units stated in Attachment 2 – Bid Tab. Unit price should be entered and EXTENDED. In case of error in the extension of prices, the unit price will govern.

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

Special Note: Bid shall be awarded based on total cost (lump sum plus the extended prices).

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**

#### **3.01 Request for Qualifications**

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**

#### **4.01 Rejection/ Withdraw of Bids**

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.

#### **4.02 Deadline for Bidding**

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.

#### **4.03 Lowest Bid**

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.

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.

#### 4.04 Notice of Award

- A. 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.

## 5. INSURANCE / INDEMNIFICATION/ BONDS

### 5.01 Insurance Requirements

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, employer's liability insurance, and pollution 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:

- Carry completed operations insurance for three years.
- 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 policies.

THE POLLUTION OR ENVIRONMENTAL IMPAIRMENT POLICY SHOULD:

Include limits of at least \$2,000,000.00 per incident and a \$2,000,000.00 aggregate.

ALL INSURANCE SHALL BE WRITTEN ON A COMPREHENSIVE POLICY FORM.

INSURANCE, WORKERS' 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 the 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 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.

**5.02 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.

### **5.03 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.

### **5.04 Performance and Payment Bond**

A Performance Bond in the amount of 100 percent of the Bid Price and a Payment Bond in the amount of 100 percent of the Bid Price, each with corporate surety approved by the Owner, will be required for the faithful execution of the Contract.

Performance and Payment Bonds shall run for a period of one (1) year after final acceptance of work by the Owner.

## **6. RETAINAGE**

The owner will deduct ten percent (10%) from each partial payment as a retained amount until fifty percent (50%) of the work is complete. Once more than fifty percent (50%) of the work is complete, the owner will deduct five percent (5%) from each partial payment as a retained amount.

## **7. PAYMENT REQUEST**

Request for payment shall be submitted to the Owner. Requests for partial payment may be made on monthly increments. Failure to include requested weekly documentation might delay payment request.

## **8. ACCEPTANCE AND FINAL PAYMENT**

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 Final Payment. Processing and issuing of the Final Payment to the Contractor will be made within thirty (30) business days and will indicate acceptance of construction.

## **9. CONTRACT TIME**

Construction of this project must be complete and ready for final payment within **90 calendar days** from the Date of the Notice to Proceed.

## **10. DRAWINGS & INFORMATION TO BE FURNISHED BY THE CONTRACTOR**

The Contractor shall furnish to the Owner for review two (2) sets of shop drawings and descriptive literature for all manufactured or fabricated items. Detailed information on materials shall be provided when requested by the Owner. Additional information such as special drawings, schedules, and calculations shall be provided when specifically required in the technical specifications.

The term "shop drawings" shall mean drawings, prints, descriptive literature, test reports, samples, calculations, schedules, material lists and information, and items of similar meaning. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Owner.

The Contractor shall review and check all drawings and submittals. Contractor shall indicate his review by initials and date and shall also reference each of the applicable item, section or division of the specifications. If the drawings or submittals deviate from the Drawings, the Contractor shall advise the Owner in writing, of the deviation and the reasons therefore.

In the event the Contractor obtains the Owners acceptance for the use of material or equipment other than that which is shown on the Drawings or specified, the Contractor shall, at his own expense, and using methods acceptable to the Owner, make any

changes to structures, piping, electrical work, etc., that may be necessary to accommodate this equipment.

Review by the Owner of shop drawings or submittals of material and equipment shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the contract drawings. Review shall not relieve the Contractor from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the project and compliance with the information given in the Drawings.

Review of shop drawings shall not be construed as releasing the Contractor from the responsibility of complying with the specifications.

## **11. 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.

## **12. SAFETY STANDARDS AND ACCIDENT PREVENTION**

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

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.

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

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.

## 13. 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?

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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.

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

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4. 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.

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF CONSTUCTION</u>	<u>% OF TOTAL WORK</u>
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1)

2)

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Signature

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Title



## 14. Bid Schedule

ITEM #	BUILDING	BID ITEMS	PRICE (LUMP SUM)
1	Erosion, Drainage and Stabilization Mitigation	Grand Total- should match total on Attachment 2 Bid Tab, Page 8	\$

Estimated quantities for additional materials or services are being provided to extend unit prices for the proper evaluation of bids. The estimated quantities do not guarantee the work will be performed, because more or less of the estimated quantity may be required. It is the responsibility of the Contractor to coordinate with FPB Staff on the quantities actually needed during construction, submit supporting documentation, and obtain prior approval from FPB staff for payment.

**NO PAYMENT FOR ANY ADDITIONAL SERVICES WILL BE PROVIDED WITHOUT AUTHORIZATION FROM FPB STAFF MADE DURING CONSTRUCTION. ANY QUANTITY ACTUALLY REQUIRED DURING CONSTRUCTION MUST BE VERIFIED AND AUTHORIZED BY FPB STAFF IN ORDER FOR BIDDER TO RECEIVE PAYMENT. IF REQUIRED, A FIELD ORDER AUTHORIZING A QUANTITY AND AMOUNT WILL BE EXECUTED AT THAT TIME.**

**Exhibit #1**

**NOTICE TO PROSPECTIVE CONTRACTORS OF  
REQUIREMENT FOR 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 \_\_\_\_\_

Exhibit #2

**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** \_\_\_\_\_

**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

\_\_\_\_\_  
Date

# CONTRACT

## Erosion, Drainage and Stabilization Mitigation Myrick Substation

This Contract is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **THE ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY, 151 FLYNN AVENUE, P.O. BOX 308, FRANKFORT, KENTUCKY**, Party of the First Part, hereinafter called the "**BOARD**" and \_\_\_\_\_, whose principal office is at \_\_\_\_\_, Party of the Second Part, hereinafter called "**CONTRACTOR**".

The **CONTRACTOR** agrees to perform all the services set forth in **INVITATION #1691** dated **February 11, 2020**. This Contract shall become binding upon execution and return to the **BOARD** an executed copy of this agreement by duly authorized representatives of the **BOARD** and the **CONTRACTOR**.

WITNESSETH, that the **CONTRACTOR** has agreed, and by these presents hereby agrees with the **BOARD**, for the considerations hereinafter mentioned, to furnish all the labor and materials for the completion of "**Erosion, Drainage and Stabilization Mitigation**" in conformity to the specifications attached hereto marked "**Invitation #1691**" and made a part hereof, and the drawings and plans of said work now on file in the office of **BOARD**, and to the satisfaction and acceptance of the said **BOARD**, and whenever it appears that the work hereby intended to be done, or any of the matters relating thereto, are not fully detailed or explained on the said drawings or plans, or in the said specifications, the **CONTRACTOR** shall apply to said **BOARD** for such further drawings or explanations as may be necessary, and shall conform to the same as a part of this Contract.

The **CONTRACTOR** shall permit the **BOARD**, and all persons authorized by the **BOARD**, to visit and inspect said work at all times during its progress and shall provide sufficient, safe, and proper facilities for such inspection.

The **CONTRACTOR** shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the said **BOARD** may direct, in accordance with the time schedule for the completion of the work contained in said specification and shall wholly finish said work to the acceptance of the **BOARD** 90 calendar days from Notice to Proceed.

The **BOARD** may order a discontinuance for a time of the work herein provided for, at the **BOARD'S** option, postponing the completion of said work done until such time as the **BOARD** may designate, and the **BOARD** shall not be liable to the **CONTRACTOR** for any neglect, default, or delay of any other contractor upon this work nor shall any such neglect, default, or delay of any other contractor or alterations which may be required in said work or any damage that may happen thereto by fire, or otherwise, release the **CONTRACTOR** from the obligation to finish the said work within the time aforesaid, or from the damage to be paid in default thereof unless the said **BOARD** shall certify that an allowance of additional time ought to be made, in which case the **CONTRACTOR** shall be released from the payment of the stipulated damages for the additional time certified and no more.

Claims by the **CONTRACTOR** for damages by reason of any delay on the part of the **BOARD** shall not be allowed, but any such delay shall work a corresponding extension of the time for the completion of the Contract. The whole of the work provided for in these specifications must be done to the full satisfaction of, and final acceptance by, the **BOARD**.

All work done under these specifications is at the risk of the **CONTRACTOR** until the entire work is completed, all to be properly protected from the weather, from fire, from vandalism, and as far as possible from all sources of injury at all times, and all damaged work must be replaced by first-class work upon demand of the **BOARD**.

The **BOARD** shall have the right to control the occupation of the lands upon which the work is carried on, as to use and location of sheds, storage of materials or other use of the same by the **CONTRACTOR**, and may require the **CONTRACTOR** to procure other grounds for storage.

The **CONTRACTOR** shall indemnify and save harmless the **BOARD** from all injury and damage of any kind to the property of the **BOARD**, or any other corporation or person, and from all claims for damages caused by the **CONTRACTOR**, servants or agents, in the performance of the Contract, and shall indemnify and save harmless the **BOARD** from all claims of any and all persons against the **CONTRACTOR** or the **BOARD**, for damage to persons or property on account of any injury to person or property arising from or in any manner growing out of said work, including all claims in consequence of any negligence of the **CONTRACTOR**, servants, or agents, in the prosecution of the work contemplated by the Contract, or in consequence of any negligence in guarding the same, or by reason of any improper materials, equipment, appliances or furnishings used in said work or on account of any act or omission on the part of the **CONTRACTOR**, or servants or agents, and against all claims of whatsoever kind of nature.

All measurements and determinations of qualities shall be made by the **BOARD** and his measurements and determinations shall be final and conclusive.

All necessary expenses are provided for by the amount contracted hereby to be paid to the **CONTRACTOR**, so that said amount will cover the entire cost to the **BOARD**.

If at any time the **BOARD** shall be of the opinion that said work is not begun within the time specified, or that it is unnecessarily delayed, and will not be finished in the prescribed time for completing the same, or has been abandoned by the **CONTRACTOR**, he shall notify the **CONTRACTOR** in writing to that effect.

If the **CONTRACTOR**, within three days after receipt of such written notice, shall not take such measures as in the opinion of the **BOARD** will insure the satisfactory completion of

the work in the prescribed time for completing the same, and in accordance with the terms of the Contract, the **BOARD** shall then notify the **CONTRACTOR** that he has forfeited his rights under this Contract or any right to possession of the work thereunder.

The **BOARD**, after the service of said notice of forfeiture, shall have the right to complete the work herein prescribed, and to use such tools, machinery and materials as it may find upon the work, or to procure other tools, machinery and materials for the completion of same, and may, at its option, complete the work by contract or otherwise and charge the expense thereof to the **CONTRACTOR**, and the amount so charged shall be paid by the **BOARD** out of any monies due, or that would thereafter become due to the **CONTRACTOR** by virtue of this Contract had the conditions and requirements of these specifications and the Contract for the work herein provided for been complied with by the **CONTRACTOR**. In case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the **CONTRACTOR**, he shall be entitled to receive the difference, and in case such expense is greater, such excess shall be paid by the **CONTRACTOR** to the **BOARD** on notice to do so.

The **CONTRACTOR** shall not assign, transfer or sublet the whole or any part of the work to any other person or persons without the consent of the **BOARD** in writing and endorsed hereon.

Approximate estimates will be made monthly by the **BOARD** of the amount, in his opinion, of acceptable work done, and 100 percent of said estimates, after deducting former payments from said 100 percent will be paid within ten days after the same is duly approved the **BOARD**; but the making of any such estimates or payments thereon shall not be taken or construed as an acceptance by the **BOARD** of any such work or material so estimated. Final payment will be made after the completion of the work by the **CONTRACTOR**, and when the same has been approved as in perfect and finished condition by the **BOARD**, and after all the conditions of the Contract have been complied with. Final payment will be made within thirty (30) business days after approval and the **BOARD** receives a request for payment



No claims for extra work shall be made unless the same be done in pursuance of a written order from the **BOARD** and given to the **CONTRACTOR** prior to the doing of said extra work.

The **CONTRACTOR** shall deliver to the **BOARD** on or before the 10th day of each calendar month, a written statement of the amount of such claims, if any, for extra work done, and extra materials furnished during the previous month, or for any extra expense incurred from any cause whatever; and any and all claims for extras during that month, not presented in accordance with these provisions, shall be forfeited and waived, and no claim shall be made or allowed therefore.

The decision of the **BOARD** upon the allowance or disallowance of any claims for extras shall be final.

Before each payment, the **CONTRACTOR** shall deliver to the **BOARD** all affidavits, statements and certificates required by the mechanics' lien laws of Kentucky.

The **BOARD** may retain, out of any monies at any time due to the **CONTRACTOR**, a sum sufficient to pay all persons who have performed, or agreed to perform work, or have furnished, or agreed to furnish labor, material, machinery, or fuel, for the work herein contracted for, and who shall have served notice on the **BOARD**, in respect to such labor, materials, machinery or fuel, as provided by law, or whose claims for labor, materials, machinery or fuel shall appear, by any affidavit, statement or certificate delivered by the **CONTRACTOR** to the **BOARD**, to be unpaid, and the moneys so withheld may be retained until satisfactory evidence is furnished that said claims have been fully paid. And if said evidence is not furnished before the final payment under this Contract falls due, the **BOARD** may pay said balance to the person claiming it, and charge the amount to the **CONTRACTOR**, as payment to the amount thereof, on this Contract.

If the **CONTRACTOR** shall at any time, or in any manner, assign or transfer, part with, mortgage, sublet, pledge or in any way encumber this agreement, or money payable to the **CONTRACTOR** thereunder, without the written consent of the **BOARD**, then the **BOARD** may, at its option, cancel and terminate this Contract by three days' notice to the **CONTRACTOR**.

The workmanship and all materials used in the construction of the work, or any part thereof, shall be first-class and of the best quality of the kind required, and in accordance with these specifications and the direction of the **BOARD** and to his satisfaction, and shall be at all times subject to his inspection, and rejection, and all materials condemned by him shall be immediately removed from the premises.

Should it become necessary to retain any faulty work which, if remodeled, would cause undue risk, injury or delay, a sum, to be determined by the **BOARD**, but not exceeding the whole value of such work and material, if correct, will be deducted from the contract price. The inspection shall not relieve the **CONTRACTOR** from any obligation to perform the work strictly in accordance with the plans and specifications, or any modification thereof, as herein provided, and work not so constructed shall be removed and made good by the **CONTRACTOR** whenever so ordered by the **BOARD** without reference to any previous oversight or error in inspection, and the reservations herein made of authority in the said **BOARD** and the **BOARD** and agents, to inspect and reject materials, or elsewhere made in this Contract, shall not be deemed any reservation of authority or control in the **BOARD** or other agents of the **BOARD** of the mode and manner of doing the work herein contracted for but all such authority and control as to the mode and manner of doing such work shall be in the **CONTRACTOR**, and all liability arising out of the mode and manner of doing such work shall be the liability of the **CONTRACTOR** in every case.

The **CONTRACTOR** shall give the work constant supervision or employ some competent person to superintend it who shall be acceptable to the **BOARD**, and execute all orders given by the **BOARD** as herein provided.

The **CONTRACTOR** shall discharge, upon request of the **BOARD**, any employee who is disorderly or incompetent or doing dishonest work, and the said employee shall not again be employed upon the work.

Before commencing work the **CONTRACTOR** shall, at its own expense, comply with the Workmen's Compensation Law of Kentucky and deliver to the Electric and Water Plant Board of the City

of Frankfort, Kentucky proof of insurance as required by the bid specifications which are incorporated by reference herein as well as a Performance and Payment Bond in an amount equal to the Contract amount.

Before starting work **CONTRACTOR** shall furnish to the **BOARD** a Certificate of Insurance, as required by the bid specifications which are incorporated by reference herein, satisfactory to the **BOARD**, evidencing existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without thirty (30) days advance notice being first given to the **BOARD**.

In consideration of the fulfillment of this agreement by the **CONTRACTOR**, the **BOARD** hereby agrees to pay to the **CONTRACTOR** the sum of \$ \_\_\_\_\_ Dollars, subject to additions or deductions, as hereinbefore provided.

It is further mutually agreed between the Parties hereto that no certificate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract, either in whole or in part, against any claim of the **BOARD** to the contrary, in any suit or proceeding whatever.

The Parties hereto agree that this Contract shall be governed by the laws of the State of Kentucky and is not subject to arbitration. In the event legal action is required, the **CONTRACTOR** shall reimburse the **BOARD** for all costs and attorney's fees.

IN WITNESS WHEREOF, the Parties hereto have set their hands to duplicates hereof the day and year first-above written.

**CONTRACTOR**

**BOARD**

**FIRM:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**ATTEST BY:**

**BY:** \_\_\_\_\_

\_\_\_\_\_

**SECRETARY-TREASURER**

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_