

LEGAL NOTICE

Sealed proposals will be received by the Board of Directors of SD1 until **9:30 A.M., LOCAL TIME, MARCH 8, 2010** at the District main office, 1045 Eaton Drive, Ft. Wright, Kentucky, at which time and place the bids will be publicly opened and read aloud for the furnishing of:

PRECAST PRODUCTS

The specifications and contract documents are available at the District's office, or they can be printed from the District's web site, www.sd1.org.

No bids may be withdrawn for a period of sixty (60) days after the scheduled opening of bids. The District reserves the right to reject any and all bids and to waive any informality in bidding.

SD1

BY: /s/ Jeffery A. Eger
General Manager

For further information contact:
George Robinson
Purchasing/Insurance Risk Manager
859-578-6741

To be published: February 27, 2010

INSTRUCTIONS TO BIDDERS

1. General

Bidders shall inform themselves fully of all conditions relating to the furnishing of proposed material/equipment. Bids shall be submitted on the Proposal/Contract supplied for that purpose.

Each bidder shall submit his proposal in at least two (2) copies. They shall be enclosed in a sealed envelope and clearly labeled with the name and address of the bidder, the date and time of opening, and the name of the material/equipment for which the proposal is made, so as to guard against premature opening of any bid.

2. Rejection of Proposals

Proposals that contain any omission, condition or limitation, or that show any other irregularity of any kind may be rejected as informal.

3. Discrepancy - Bid Price

In case of discrepancy between the bid price in words and in figures in the Proposal, the price in words will control.

4. Consent of Surety

When specifically required hereinafter, Consent of Surety shall be executed and shall accompany the Proposal.

5. Award of Contract

Unless the bids are rejected, the contract will be awarded to the lowest and best responsible bidder as soon as practicable after the opening of bids. However, in the selection of equipment or materials, a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization or ultimate economy if the advantage of such standardization or ultimate economy is clearly evident.

In determining the lowest and best responsible bidder, the following elements will be considered: (1) if the bidder involved maintains a permanent place of business; (2) has adequate plant and equipment to perform the work properly and expeditiously; (3) has a suitable financial status to meet obligations incident to the work; (4) has appropriate technical experience; and (5) has a satisfactory performance record; and (6) has proper and complete insurance coverage.

6. Execution of Contract

The District will declare the acceptance of a proposal by executing an acceptance of same. One (1) copy of the accepted proposal will be returned to the successful bidder as notification of the acceptance of his proposal.

7. Interpretation of Contract Documents

If any person contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he should submit a written request for an interpretation thereof to the General Manager of the Sanitation District. The person making the request will be responsible for its prompt delivery. Any interpretation of the contract documents will be made only by written addenda duly issued and mailed or delivered to each person receiving a set of such documents.

8. Materials and Equipment Requirements in Proposal

It is the intention of these documents to specify standard materials and equipment. When space is provided in the Proposal, the bidders shall specify the equipment and materials which they furnish, and the District may declare a bid irregular wherein the equipment and materials are not specifically named by the bidder.

9. "Or Equal" Clause

Whenever the words "or approved equal" or "or equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment that in the opinion of the District is similar to that named, suited to the same use, and capable of performing the same function as that named.

The District's decision as to the equality of any material or equipment to that specified shall be final, but the approval of the District shall not relieve the contractor from his responsibility concerning such material or equipment, or affect the guarantee covering all parts of the work.

10. Specific Brands, Makes or Manufacturers

Wherever in the specifications a certain brand, make or manufacturer is set out, it is intended to denote the quality standard of the article desired, but unless otherwise noted does not restrict bidders to the specific brand, make or manufacturer; it is to set forth and convey to the prospective bidder the general style, type, character and quality of the article desired.

11. Facsimile

The Sanitation District will not accept proposals via facsimile machines. All proposals shall be original.

12. Severability

If any clause, phrase, provision or portion of the contract documents or the application thereof to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of the contract or any other clause, phrase, provision or portion hereof; nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

13. Governing Law

This Agreement and all actions, proceedings or matters arising out of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky.

14. Waiver of Trial by Jury

Contractor waives the right to trial by jury of any matters arising out of the contract documents or the transactions contemplated hereby.

15. Kentucky Open Records Act

All information submitted pursuant to this Request for Proposals may be subject to the Kentucky Open Records Act, KRS 61.870-61.884. The basic policy of the Open Records Act is that free and open examination of public records is in the public interest and the exceptions provided for by KRS 61.878 or otherwise provided by law shall be strictly construed. Applicants are cautioned to be familiar with this statute.

Any submittal that contains confidential, trade secrets or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as such. Identification of the entire Proposal as confidential is not acceptable unless the Applicant enumerates the specific grounds or applicable laws which support treatment of the entire Proposal as protected from disclosure pursuant to the Kentucky Open Records Act or other applicable Kentucky law.

The owner of the confidential information shall indemnify and hold the District harmless from all costs or expenses, including but not limited to attorneys' fees and expenses related to litigation concerning disclosure of said information and documents.

SANITARY	4' DIAMETER MANHOLE	PRICE
2.0'	Base Section	
2.5'	Base Section	
3'	Base Section	
	1 Way Invert Poured in Base	
	2 Way Invert Poured in Base	
	3 Way Invert Poured in Base	
	4 Way Invert Poured in Base	
1'	Riser Section	
2'	Riser Section	
3'	Riser Section	
4'	Riser Section	
6'	Riser Section	
2'	Eccentric or Concentric Cone	
3.2'	Eccentric Cone	
2.5'	Concentric Cone Section	
3'	Eccentric or Concentric Cone	
	Flat Manhole Covers	
	Precast Drops (6" or 8")	
	Additional Floor Per Sanitation District Specs.	
	GRADE RINGS	
2"	Plastic Grade Ring	
4"	Plastic Grade Ring	
2"	Grade Ring	
4"	Grade Ring	
6"	Grade Ring	
8"	Grade Ring	
10"	Grade Ring	
12"	Grade Ring	
	5' DIAMETER MANHOLES	
3.0'	Base Section	
4.0'	Base Section	
5.0'	Base Section	
	1 Way Invert Poured in Base	
	2 Way Invert Poured in Base	
	3 Way Invert Poured in Base	
	4 Way Invert Poured in Base	
1'	Riser Section	
2'	Riser Section	
3'	Riser Section	
4'	Riser Section	
3'	Eccentric Cone	
	Flat Manhole Cover	

	6' DIAMETER MANHOLES/PUMPS STATIONS	
4'	Base Section	
	Barrel Sections	
	Flat Manhole Cover	
	PRESS SEAL GASKETS	
4"	Gasket for Base	
6"	Gasket for Base	
8"	Gasket for Base	
10"	Gasket for Base	
12"	Gasket for Base	
15"	Gasket for Base	
18"	Gasket for Base	
	JOINT MATERIAL	
	Conseal 102 - 3/8 x 14 1/2' roll	
	Conseal 102 - 3/4 x 14 1/2' roll	
	Conseal 102 - 1 1/4 x 14 1/2" roll	
	Conseal 202 - 1 1/4 x 14 1/2 roll	
	O-Ring Gaskets for Manholes - 4' Diameter	
	O-Ring Gaskets for Manholes - 5' Diameter	
	5 Gal. Bucket of Bituminus Pipe Tar	
	MANHOLE STEPS	
	Manhole Steps (M.A., Industries PS-1-PF)	
	LIFTING DEVICES	
	Screw in lift eye for headwalls, D.G. Bases	
	S.G. Bases and Top Boxes	
	Cone Section Lift Bar	
	Manhole Section Lift Bar (4' Diameter I.D.)	
	Manhole Section Lift Bar (5' Diameter I.D.)	
	Swift Lift for 3' x 3', 4' x 4', 5' x 5' Boxes and Drop Manholes	
STORM	4' DIAMETER STORM MANHOLES	
2.5'	Storm Base W/4 Knockouts	
3'	Storm Base W/4 Knockouts	
4'	Storm Base W/2 or 3 Knockouts	
1'	Riser Section	
2'	Riser Section	
3'	Riser Section	
4'	Riser Section	
2'	Eccentric or Concentric Cone	
2.5'	Concentric Cone	
3'	Concentric Cone	
	Flat Manhole Covers	
	Lake Overflow with Casing and Grate	

	5' DIAMETER STORM MANHOLES	
4'	Base Section with Knockouts	
5'	Base Section with Knockouts	
1'	Riser	
2'	Riser	
3'	Riser	
4'	Riser	
3'	Eccentric Cone	
	Flat Manhole Cover	
	8' DIAMETER STORM MANHOLES	
	6'10" Base Section	
	Riser	
	Flat Cover 18" Tall	
	SINGLE GUTTER CATCH BASIN (2' x 2.5' Inside Dimensions)	
2.5'	Knockout Base with Floor	
.5'	High Riser	
1.0'	High Riser	
1.5'	High Riser	
2.0'	High Riser	
2.5'	High Riser	
3.0'	High Riser	
	Top Grade Box for 4" or 6" Curbs (Also available 2" or 4" shorter)	
	DOUBLE GUTTER CATCH BASIN (2' x 5' Inside Dimensions)	
2.5'	Knockout Base with Floor	
3.0'	Knockout Base with Floor	
3.5'	Knockout Base with Floor	
.33'	High Riser (4")	
.5'	High Riser (6")	
1.0'	High Riser	
1.5'	High Riser	
2.0'	High Riser	
2.5'	High Riser	
3.0'	High Riser	
	Top Grade Box for 4" or 6" Curbs (Also available 2" or 4" shorter)	

	1' x 1' CATCH BASIN/JUNCTION BOX	
1'4"	Knockout with Floor	
	Riser v/ft	
13 1/4" x 13 1/4"	Steel Grate Top	
13 1/4" x 13 1/4"	Galvanized Steel Grate Top	
	1.5' x 1.5' CATCH BASIN/JUNCTION BOX	
1'10"	Knockout with Floor	
.5"	Riser	
21 1/2" x 21 1/2"	Steel Grate Top	
21 1/2" x 21 1/2"	Galvanized Steel Grate Top	
22" x 22"	Cast Iron Grate	
	2' x 2' CATCH BASINS/YARD BOXES	
2.0'	Knockout Base with Floor	
2.5'	Knockout Base with Floor	
3.0'	Knockout Base with Floor	
.33'	Riser (4")	
.5'	Riser (6")	
	Riser Sections	
3' x 3'	Solid Lid (4" Thick)	
2' x 2' x 1'	Window Top 2/2'x2' hole (1,2,3,4 windows)	
	3' x 3' CATCH BASINS/YARD BOXES (6" Walls 4' x 4' O.D.) 3' x 3' Knockouts on all 4 sides)	
3' x 3' x 3.5'	Knockout Base with Floor	
	Riser Sections	
	Flat Lid 4' x 4' solid or with 2' x 2' hole	
3' x 3' x 1'	Window Top w/2' x 2' Hole (1,2,3,4 windows)	
	4' x 4' CATCH BASINS/YARD BOXES (6" Walls 5' x 5" O.D.) (4' x 4' Knockouts on all 4 sides)	
4' x 4' x 4.5'	Knockout Base with Floor	
	Riser Sections	
5' x 5'	Flat Lid, Transition to 4'0" manhole, solid or with 2' x 2' hole	
4' x 4'	Window Top w/Round or Square Hole (1,2,3,4 Windows)	

	5' x 5' CATCH BASIN/YARD BOXES (6" Walls 6' x 6' O.D.) (5' x 5' Knockouts on all 4 sides)	
5' x 5' x 5.5'	Knockout Base with Floor	
	Riser Section	
6' x 6'	Flat Lid, Transition to 4'0" Manhole, solid or with 2' x 2' hole	
5' x 5' x 1'	Window Top w/Round or Square Hole (1,2,3,4 Windows)	
	6' x 6' CATCH BASIN/YARD BOXES (8" Walls - 7" - 4" x 7'4" O.D.) (6' x 6' Knockout Base on all 4 sides)	
6' x 6' x 6.8'	Knockout Base with Floor	
	Riser Sections	
7' x 4" x 7' x 4"	Flat Lid, Transition to 4' 0" Manhole solid or w/Openings	
6' x 6' x 1'	Window Top with Round or Square Hole (1,2,3,4 Windows)	
	SLOPED & FLARED HEADWALLS	
12" & 15"	Idlewild Headwalls	
9" - 20"	Sloped and Flared Headwalls - Low Profile	
12" - 32"	Sloped and Flared Headwalls	
36" -	Sloped and Flared Headwalls	
40" -	Sloped and Flared Headwalls	
44" -	Sloped and Flared Headwalls	
48" -	Sloped and Flared Headwalls	
54" -	Sloped and Flared Headwalls (for 42" R.C.P.)	
60" -	Sloped and Flared Headwalls (for 48" R.C.P.)	
69" -	Sloped and Flared Headwalls	
72" -	Sloped and Flared Headwalls	
	STRAIGHT HEADWALLS	
12" & 15"	Straight Headwall (H 5' 2"; L7' 0"; Thickness 12" Top, 21" Bottom)	
18"	Straight Headwall (H 5' 5"; L8' 4"; Thickness 12" Top, 22" Bottom)	
21"	Straight Headwall (H 5' 8"; L9' 8"; Thickness 12" Top, 23" Bottom)	
24"	Straight Headwall (H 5' 11"; L11' 0"; Thickness 12" Top, 24" Bottom)	
30"	Straight Headwall (H 6' 3"; L13' 8"; Thickness 12" Top, 24" Bottom)	
36"	Straight Headwall (H7' 0"; L 16' 4"; Thickness 12" Top, 28" Bottom)	

	HW-4B HEADWALLS	
12"	HW - 4B Headwall (H3'-0", W 2'-0"; Thickness 12" Top, 12" Bottom)	
15"	HW - 4B Headwall (H3'-2", W 2'-6"; Thickness 12" Top, 12" Bottom)	
18"	HW - 4B Headwall (H3'-3", W 3'-0"; Thickness 12" Top, 12" Bottom)	
21"	HW - 4B Headwall (H3'-4", W 3'-6"; Thickness 12" Top, 12" Bottom)	
24"	HW - 4B Headwall (H3'-6", W 4'-0"; Thickness 12" Top, 12" Bottom)	
27"	HW - 4B Headwall (H3'-8", W 4'-6"; Thickness 12" Top, 12" Bottom)	
30"	HW - 4B Headwall (H3'-9", W 5'-0"; Thickness 12" Top, 12" Bottom)	
33"	HW - 4B Headwall (H3'-10", W 5'-6"; Thickness 12" Top, 12" Bottom)	
36"	HW - 4B Headwall (H4'-0", W 6'-0"; Thickness 12" Top, 12" Bottom)	
	PARKING BUMPERS	
6'	Parking Bumper	
8'	Parking Bumper	
	INTERLOCK WALL BLOCKS	
	Interlocking Wall Blocks	
	BEAVER DAM COVERS	
	2' x 2' Grate Beaver Dam Covers	
	Single Gutter Catch Basin Beaver Dam Cover	
	Double Gutter Catch Basin Beaver Dam Cover	
	CASTINGS AND GRATES	
	Manhole Castings	
	Std. Manhole Frame & Lid	
	4" High Manhole Frame	
	1 1/2" Manhole Adjusting Ring	

	CATCH BASIN CASTINGS	
	Double Gutter Casting with Grates and Curb Plate	
	Double Gutter Curb Plate Only	
	I-Beam for Double Gutter Casting	
	Single Gutter Casting with Grate and Curb Plate	
	Single Gutter Curb Plate Only	
	I-Beam for Single Gutter	
	Grates for Singles & Double Gutter Frames	
	Single Gutter Frames	
	Double Gutter Frames	
	Double Gutter Rolled Curb	
	Single Gutter Rolled Curb Casting	
	Double Valley Frame & Grates	
	Single Valley Casting W/Grates	
	Double Gutter Rolled Curb Low-Profile	
	Single Gutter Rolled Curb Low-Profile	
	2' x 2' Frame	
	2' x 2' Grate Heavy	
	2' x 2' Grate (straight slots)	
	2' x 2' Heavy Duty Solid Lid w/Frame	
	2' x 2' Gutter Inlet & Frame	
	Inlet Grate for 9"-24" Low Profile Headwalls	
	Inlet Grate for 12"-32" Std. Headwalls	
	New Headwall grates 36"-44"	
	Approved Mounting Bolts 5/8" x 4 1/2"	
	Approved Mounting Bolts 5/8" x 8 1/2"	

**PRICES TO BE GOOD FOR ONE YEAR WITH
THE OPTION TO RENEW FOR AN ADDITIONAL
YEAR AT THE ORIGINAL BID PRICE**

**AGREEMENT FOR PRECAST PRODUCTS
FOR SANITATION DISTRICT NO. 1**

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 201____, by and between **Sanitation District No. 1 of Northern Kentucky**, a sanitation district organized under Kentucky Revised Statutes Chapter 220 ("SD1"), and _____, a _____ authorized to conduct business in the Commonwealth of Kentucky (the "Contractor"), under the following circumstances:

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings set forth below:
 - (a) "Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the party specified.
 - (b) "Agreement" means this Agreement between SD1 and the Contractor, as modified, supplemented or restated from time to time, together with any exhibits, schedules or attachments hereto.
 - (c) "Effective Date" means the date first written above.
 - (d) "Environmental Laws" means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials (whether hazardous or non-hazardous), including, without limitation, any matters related to the Release and/or threatened Release of hazardous or non-hazardous waste, materials and substances.

- (e) **“Force Majeure”** means any event beyond the reasonable control of a Party and reasonably relied upon as justification for the delay in complying with any obligation required of the Party under this Agreement, including, without limitation: (i) earthquake, fire, explosion, storm, flood or other casualty; (ii) any act of any federal, state, county or local or other government agency, including a new requirement or change in interpretation, that invalidates this Agreement or any permits or licenses associated with the Agreement or that otherwise significantly limits or precludes performance of obligations pursuant to this Agreement; excluding, however, any such governmental action that results from the failure of Contractor or its Affiliate to comply with the terms of any existing permit or license, or any other action which is the fault of, or could reasonably have been prevented by, the Contractor or its Affiliate; or (iii) the institution of a legal or administrative action or similar proceeding by any person or entity that results in an injunction or other order delaying or preventing performance of obligations pursuant to the Agreement; excluding, however, any such injunction or order that results from the failure of Contractor or its Affiliate to comply with the terms of any existing permit or license, or any other action which is the fault of, or could reasonably have been prevented by, the Contractor or its Affiliate. Force Majeure shall not be deemed to include labor difficulties, labor shortages, labor strikes, or changing economic conditions.
- (f) **“Party” or “Parties”** means the Contractor or SD1, or both, as indicated within the context of this Agreement.
2. **Term.** The term of this Agreement shall commence on the Effective Date. This Agreement shall remain in full force and effect with firm bid prices for a period of 12 months from the Effective Date (the “Initial Term”), unless terminated earlier in accordance with Section 4 of this Agreement.
3. **Payment Terms.** Invoices are to be submitted in duplicate upon delivery or pick-up to the user department. The invoice must include an itemization of all items, including list price, net price, extensions and total amount due; also the purchase order number must be included. Payment will be made within thirty (30) days of receipt of acceptable goods or services or invoice, whichever is later.

4. Suspension and Termination.

- 4.01 The Contractor shall have the right to terminate this Agreement upon any material breach of any representation, warranty or other obligation of SD1 set forth in this Agreement upon ten (10) days written notice and such breach remaining uncured at the end of such ten-day period, unless such breach can be cured and SD1 is undertaking reasonable, good faith efforts to cure the same, in which case an additional period as reasonably required shall be allowed to cure such breach prior to any rights of suspension or termination.

In addition to SD1's other rights under this Agreement, SD1 shall have the right to terminate this Agreement (i) upon any material breach of any representation, warranty or other obligation of the Contractor set forth in this Agreement upon ten (10) days written notice and such breach remaining uncured at the end of such ten-day period, unless such breach can be cured and Contractor is undertaking reasonable, good faith efforts to cure the same, in which case an additional period as reasonably required shall be allowed to cure such breach prior to any rights of suspension or termination; provided, that SD1 is not obligated to allow any such extended cure period if SD1 or any of its personnel are being subjected to any actual or threatened civil or criminal penalties as a result of Contractor's continuing default; or (ii) if Contractor is adjudged as bankrupt or insolvent, or if it makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or (iii) if Contractor persistently or repeatedly violates this Agreement, in such a manner that SD1 reasonably determines that the public safety or SD1's compliance record is jeopardized, even if all such defaults are cured after notice. SD1 shall have the right to suspend performance of its obligations under this Agreement immediately upon giving notice to Contractor of any default. Suspension or termination under this Section does not limit any other remedy at law or in equity. The Contractor shall return any SD1-owned property within 48 hours of termination. SD1 reserves the right to retain all equipment and supplies of the Contractor as collateral until SD1 property has been returned.

- 4.02 If a Force Majeure event occurs, the affected Party or Parties shall, as quickly as possible, to the extent reasonable, eliminate the cause of the Force Majeure, reduce the costs thereof, and resume performance under this Agreement. The Party claiming a Force Majeure event shall affirmatively demonstrate to the other Party that a Force Majeure event has occurred and shall document all resulting impacts to the Party's ability to perform under this Agreement.

If an event of Force Majeure continues unabated for a period of sixty (60) days and renders either Party unable, wholly or in part, to carry out any material obligation under this Agreement, then either Party shall have the right to terminate this Agreement and shall not have any liability to the other Party due to such event of Force Majeure or such termination, except for the payment of any amounts due and owing.

- 4.03 Except in case of fraud or willful misconduct, neither Party shall have any liability to the other Party under this Agreement for special damages, punitive damages, delay damages, indirect or consequential damages, or lost profits. This provision does not limit either Party's obligations regarding third-party claims under Section 7.

5. Representations and Warranties

5.01 SD1 represents and warrants to the Contractor as follows:

- (a) SD1 is a body corporate duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and is authorized to conduct business in the Commonwealth of Kentucky.
- (b) This Agreement has been duly authorized, executed and delivered by SD1 and constitutes a legal, valid and binding obligation of SD1, enforceable against SD1 in accordance with its terms except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.

5.02 The Contractor represents and warrants to SD1 as follows:

- (a) The Contractor is a _____ duly organized, validly existing and in good standing under the laws of the _____ and is authorized to conduct business in the Commonwealth of Kentucky.
- (b) This Agreement has been duly authorized, executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights and generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.
- (c) The Contractor is conducting and shall continue to conduct its operations in compliance with all applicable laws, including but not limited to all applicable Environmental Laws, and shall have in effect at all times, and shall comply with the terms of, all required licenses and permits.

- (d) There are currently no known civil, criminal, or administrative claims, cases, or citations pending or threatened against the Contractor or any Affiliate based on, related to, or associated with the services contemplated by this Agreement.

6. Insurance

Contractor agrees to maintain at all times during the Term insurance coverages which are reasonable and customary in its industry, including, at a minimum, the following:

- | | |
|----------------------------------|------------------------------------|
| (a) Workers Compensation: | Statutory |
| (b) Employers Liability: | \$2,000,000/occurrence |
| (c) Automobile Liability | \$10,000,000 combined single limit |
| (d) Commercial General Liability | \$10,000,000 combined single limit |
| (e) Pollution Liability | \$5,000,000 per claim |

Required limits may be provided under a combination of primary and excess or umbrella policies. Prior to the Effective Date, Contractor shall submit to SD1 certificates of insurance in form reasonably acceptable to SD1 which shall provide that coverage shall not be canceled and no material changes in coverage shall be made without at least thirty (30) days prior written notice to SD1. With the exception of any Workers' Compensation and Employer's Liability policies, SD1 and its Affiliates shall be named as additional insureds under all of the Contractor's insurance policies on a primary and non-contributory basis, with the understanding that the additional insured coverage does not extend to the sole negligence of an additional insured.

7. Indemnification.

The Contractor agrees to defend and indemnify SD1, its Affiliates, and their respective officers, directors, agents, and employees, against any third-party claim, and any resulting liability, penalty, fine, forfeiture, and costs and expenses (including attorneys' fees and expert witness and consultation fees), to the extent caused by or resulting from (i) any negligent or willful wrongful act or omissions of the Contractor or its agents, employees, contractors, subcontractors or representatives in connection with this Agreement, including but not limited to any bodily injury, death, sickness or property damage caused by such negligence or willful misconduct, or (ii) a violation of law or legal requirements or other breach by the Contractor or its agents, employees, contractors, subcontractors or representatives of any of the representations, warranties, duties or obligations of the Contractor set forth in this Agreement. In any and all claims against any indemnified party by any employee of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligations under this Section shall not be limited in any way by

the amount or type of damages, compensation, or benefits payable by or for Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts or constitutional provisions, and Contractor hereby expressly waives the benefit of all such acts and constitutional provisions with respect to its obligations under this Section. Nothing contained in this Section or any other provision of this Agreement is intended to authorize the Contractor to subcontract any or all of its duties or obligations under this Agreement without the consent of SD1.

8. Notices. All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery service, or registered or certified United States mail, return receipt requested, and shall be properly addressed as follows:

To the Contractor:

To SD1:

Sanitation District No. 1
1045 Eaton Drive
Fort Wright, Kentucky 41017
Facsimile: 859-331-2436
Attn: Amanda Waters

With a copy to:

Sanitation District No. 1
1045 Eaton Drive
Fort Wright, KY 41017
Facsimile: 859-547-1313
Attn: George Robinson

9. Entirety of Agreement. This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party hereto. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by the Parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein.