



LEXINGTON

Bid 105-2021 Addendum 1 Hydromax USA, LLC Supplier Response

Event Information

Number: Bid 105-2021 Addendum 1
Title: 2022 Capacity Assurance Program Flow Monitoring Field Services
Type: Competitive Bid
Issue Date: 12/2/2021
Deadline: 12/17/2021 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Hydromax USA, LLC Information

Address: 14301 First National Bank Parkway Suite 301
Omaha, NE 68154
Phone: (844) 676-6006

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Mike Funk

Signature

Submitted at 12/17/2021 10:20:03 AM

mike.funk@hydromaxusa.com

Email

Response Attachments

Lexington final documents for submittal.pdf

This is a virtual copy of our response we sent in. We did include a pricing page, but the quantities for the data packet were different from the form and what you had online. Either way, the rate is still the same. Signed Addendum and copies of emails for GFE are attached in other documents.

Signed Addendum.pdf

Signed Addendum

3 emails for GFE.pdf

All 3 attempts are in this document for our GFE. Nobody ever sent me pricing.

Bid Lines

1	Installation, Removal & Calibration of Temporary Flow Meter Quantity: <u>45</u> UOM: <u>Each</u> Unit Price: <input type="text" value="\$691.00"/> Total: <input type="text" value="\$31,095.00"/>
2	Operation & Maintenance of Temporary Flow Meter Quantity: <u>180</u> UOM: <u>Meter-month</u> Price: <input type="text" value="\$552.00"/> Total: <input type="text" value="\$99,360.00"/>
3	Installation, Removal & Calibration of Temporary Rain Gage Quantity: <u>10</u> UOM: <u>Each</u> Unit Price: <input type="text" value="\$309.00"/> Total: <input type="text" value="\$3,090.00"/>
4	Operation & Maintenance of Temporary Rain Gage Quantity: <u>40</u> UOM: <u>Gage-month</u> Price: <input type="text" value="\$217.00"/> Total: <input type="text" value="\$8,680.00"/>
5	Monthly Data Packet Quantity: <u>5</u> UOM: <u>Each</u> Unit Price: <input type="text" value="\$515.00"/> Total: <input type="text" value="\$2,575.00"/>

6	Final Report	Quantity: <u> 1 </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$1,030.00"/>	Total: <input type="text" value="\$1,030.00"/>
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7	Kickoff/Progress Meetings	Quantity: <u> 4 </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$515.00"/>	Total: <input type="text" value="\$2,060.00"/>
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Response Total: \$147,890.00

PART III

Invitation to Bid No. 105-2021

2022 Capacity Assurance Program Flow Monitoring Field Services

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 12/09/2021

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Hydromax USA LLC
11492 Bluegrass Parkway, # 106 Louisville, KY 40299
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Indiana, doing business as Hydromax USA LLC
"a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for 105-2021 having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$ 400 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date December 10, 2021

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2. LEGAL STATUS OF BIDDER

Bidder Hydromax USA, LLC

Date 12/09/2021

* 1. A corporation duly organized and doing business under the laws of the State of Indiana, for whom Randall Wilson, bearing the official title of CFO, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

N/A

* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

N/A

*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Randall Wilson and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Randall Wilson and he/she is the individual submitting the bid or is the authorized representative of Hydromax USA, LLC, the entity submitting the bid (hereinafter referred to as "Bidder").
 2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
 3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
 4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
 5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
 6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
 7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant sayeth naught.

[Signature]
(Affiant)

STATE OF Indiana
COUNTY OF Vanderburgh

The foregoing instrument was subscribed, sworn to and acknowledged before me by Randall Wilson on this the 9th day of December, 2021.

My Commission expires: September 07, 2025

[Signature]
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG’s decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	Installation, Removal & Calibration of Temporary Flow Meter for Six Hundred Ninety One Dollars and 0 Cents (per Each)	45	Each	\$ Ionwave \$691.00	\$ Ionwave \$31,095.00
2.	Operation & Maintenance of Temporary Flow Meter for Five Hundred Fifty Two Dollars and 0 Cents (per Meter-month)	180	Meter-month	\$ Ionwave \$552.00	\$Ionwave \$99,360.00
3.	Installation, Removal & Calibration of Temporary Rain Gage for Three Hundred Nine Dollars and Cents (per Each)	10	Each	\$ Ionwave \$309.00	\$ Ionwave \$3,090.00

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
4.	Operation & Maintenance of Temporary Rain Gage for <u>Two Hundred Seventeen</u> Dollars and Cents (per Gage-month)	40	Gage-month	\$ Ionwave \$217.00	\$Ionwave \$8,680.00
5.	Monthly Data Packet for <u>Five Hundred Fifteen</u> Dollars and Cents (per Each)	4	Each	\$ Ionwave \$ 515.00	\$ Ionwave \$2,060.00
6.	Final Report for <u>One Thousand Thirty</u> Dollars and Cents (per Each)	1	Each	\$ Ionwave \$1,030.00	\$ Ionwave \$1,030.00
7.	Kickoff/Progress Meetings for <u>Five Hundred Fifteen</u> Dollars and Cents (per Each)	4	Each	\$ Ionwave \$515.00	\$ Ionwave \$2,060.00

105-2021

TOTAL OF ALL BID PRICES FOR Submit in Ionwave Project (Items 1 through 30) in words and figures. In case of discrepancy, the amount shown in words will govern.

Submit in Ionwave
One Hundred Forty Seven Thousand and Three Hundred and Seventy Five (\$ 147,375.00).

The quantities indicated in the Bid Schedule reflect those anticipated for the 2021 monitoring season. Estimated quantities may change after the contract is awarded. Final quantities will be at the OWNER's discretion. The CONTRACTOR shall specify the unit price for each item in the Bid Schedule without regard to quantity. The CONTRACTOR will not be permitted to alter the unit price identified in the Bid Schedule for changes in estimated quantities for any Item No.

Additional information regarding the preliminary monitoring sites for 2022 is provided in Section 4.06 of the Technical Specifications.

Monitoring equipment used to perform the work shall be furnished by the CONTRACTOR. Ownership of monitoring equipment remains with the CONTRACTOR. No equipment is to be provided to the OWNER as part of this contract.

Submitted by: HYDROMAX USA, LLC
Firm
11492 BLUEGRASS PARKWAY, #106
Address
LOUISVILLE, KY 40299
City, State & Zip

**Bid must be signed:
(original signature)**


Signature of Authorized Company Representative – Title CFO

Randall Wilson
Representative/s Name (Typed or Printed)

402-350-2437
Area Code – Phone – Extension *Fax #*

randall.wilson@hydromaxusa.com
E-Mail Address

OFFICIAL ADDRESS:
SAME AS ABOVE

(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

- 1. Name of Bidder: HYDROMAX USA, LLC
- 2. Permanent Place of Business: 11492 BLUEGRASS PARKWAY, #106 LOUISVILLE, KY 40228
- 3. When Organized: 2003
- 4. Where Incorporated: INDIANA
- 5. Construction Plant and Equipment Available for this Project:
1 KACH 900 SERIES FM
WITH LESS THAN 24 MONTHS OF USE


(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Atlantic Specialty Insurance Company (Surety)

Signed:  (Representative of Surety)
William Reidingor, Attorney-in-Fact

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **William Reidinger, Matthew V. Buol, Joseph M. Halleran, Karen E. Bogard, Hina Azam, Donna M. Tyler, Rebecca R. Alves, Thomas Green**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

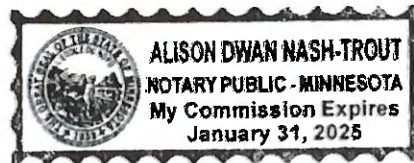


By



Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of December, 2021.



This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>LFUGC Short Term 2021</u>	<u>Lexington, KY</u>	<u>\$275,000</u>
<u>LFUGC Short Term 2020</u>	<u>Lexington, KY</u>	<u>\$165,000</u>
<u>45 FM Chapel Hill, NC w/ CDM (2018)</u>	<u>Chapel Hill, NC</u>	<u>\$160,000</u>
<u>45 FM Chapel Hill, NC w/ CDM (2018)</u>	<u>High Point, NC</u>	<u>\$74,000</u>
<u>LFUGC Short Term 2021 FM (2018)</u>	<u>Lexington, KY</u>	<u>\$260,000</u>

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>City of Venice, FL</u>	<u>Venice, FL</u>	<u>\$136,000</u>
<u>City of Garland</u>	<u>Garland, TX</u>	<u>\$250,000</u>
<u>Western VA Water</u>	<u>Roanoke, VA</u>	<u>\$189,253</u>
<u>Henrico County</u>	<u>Henrico, VA</u>	<u>\$242,500</u>
<u>Vincennes Water</u>	<u>Vincennes, IN</u>	<u>\$64,659</u>

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>Alex Sutton</u>	<u>Project Manager</u>	<u>10 YRS</u>
<u>Ryan Easterday</u>	<u>Installation/Maintenance</u>	<u>6 YRS</u>
<u>Jonas Congzon</u>	<u>Data Analyst</u>	<u>5 YRS</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
TLC Engineering	Valve Assessment	Yes	11%
TREK	CCTV	Yes	26%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH Work</u>	<u>SUBCONTRACTOR</u>	<u>DBE</u>	<u>% of</u>
<u>MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.		<u>Yes/No</u>	
1. <u>NONE (SEE BELOW)</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

Because of the special nature of this work, as well as the skill sets needed to complete this work, we will be self performing all field work.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 105-2021


The MWDBE and/or Veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

WE WILL BE SELF PERFORMING ALL WORK

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Hydromax USA, LLC
Company


Company Representative

12/09/2021
Date

CFO
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 105-2021

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit a completed form may cause rejection of the bid.

Company Name Hydromax USA	Contact Person Alex Sutton
Address/Phone/Email 11492 Bluegrass Parkway, 106 Louisville, KY 40299 alex.sutton@hydromaxusa.com	Bid Package / Bid Date 105-2021 / 12/17/2021

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Shrewsbury & Associates, LLC 7321 Shadeland Station Indianapolis, IN 46256	Robert Rush	317-841-4799 rrush@shrewsusa.com	12/13/21 12/15/21	check on and maintain flow meters	phone email	Did not send quote	DBE MBE	No
Abbie Jones Consulting 1022 Fontaine Dr. Lexington, KY 40502	Abbie Jones	859-559-3443 abbie@abbie-jones.com	12/13/21 12/15/21	same as above	phone email	Did not send quote at time of submission	WBE	No
TruTest, LLC PO Box 221166 Louisville, KY 40252	Kristi Conrad	502-552-9022 trutestscals@yahoo.com	12/15/21	same as above	email	Did not hear back Did not send quote	WBE	No

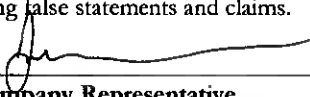
(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Hydromax USA LLC

Company
 12/09/2021

Date



Company Representative
 CFO

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 105-2021

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

NO Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

NO Included documentation of advertising in the above publications with the bidders good faith efforts package

NO Attended LFUCG Central Purchasing Economic Inclusion Outreach event

NO Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

NO Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

YES Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

NO Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

NO Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

YES Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

NO Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

YES Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran

participation, even when the prime contractor may otherwise perform these work items with its own workforce

NO Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

NO Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

NO Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

NO Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

NO Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

YES Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation. ALL WORK WILL BE SELF PERFORMED. IT SHOULD BE NOTED THAT THERE ARE ONLY 7 TASKS WITH THIS WORK

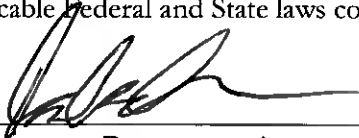
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Hydromax USA, LLC

Company
12/09/2021

Date



Company Representative
CEO

Title

8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State X or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.



CFO

12/09/2021
Date

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Alex Sutton

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: Alex has performed 30+ FM Projects and more than 500 FM involved

NAME OF INDIVIDUAL: Ryan Easterday

POSITION/TITLE: Installation & Maintenance Supervisor

STATEMENT OF EXPERIENCE: Ryan has personally installed more than 60 FM. He understands what it takes in the field to get quality data.

NAME OF INDIVIDUAL: Jonus Congzon

POSITION/TITLE: SSES Data Analyst

STATEMENT OF EXPERIENCE: Performed QA/QC and processed data for more than 50 FM's

10. EQUAL OPPORTUNITY AGREEMENT

The Law


- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.



Signature

Hydromax USA, LLC

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Hydromax USA, LLC

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

SEE NEXT PAGE

12. WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

NUMBER OF EMPLOYEES
Report Employees In Only One Category

Job Categories	Race/Ethnicity																	Total Col A-N
	Hispanic Or Latino		Not Hispanic Or Latino															
	Male	Female	White	Black Or African American	Hispanic Or Latino	Asian	Native Hawaiian Or Other Pacific Islander	Native American Or Alaska Native	Two Or More Races	White	Black Or African American	Hispanic Or Latino	Asian	Native Hawaiian Or Other Pacific Islander	Native American Or Alaska Native	Two Or More Races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
Executive/Senior Level Officials and Managers	0	0	9	0	0	0	0	0	0	1	0	0	0	0	0	0	10	
First/Mid-Level Officials and Managers	0	1	35	0	0	0	1	5	0	5	0	1	0	0	0	0	43	
Professionals	1	2	9	2	0	2	1	5	1	5	1	0	0	0	0	0	23	
Technicians	22	2	170	60	7	7	16	10	3	0	3	1	1	1	1	1	302	
Sales Workers	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	5	
Administrative Support Workers	3	1	27	3	0	1	2	34	3	0	3	1	0	0	2	0	77	
Craft Workers	0	0	8	1	0	0	0	0	0	0	0	0	1	0	0	0	10	
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	26	6	263	66	7	10	20	55	7	0	3	2	2	3	470			

13. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Hydromax USA LLC Employee ID: _____

Address: 2501 S Kentucky Ave, Evansville IN 47714 Phone: _____

Project to be insured: Bid No. 105-2021 - 2022 Capacity Assurance Program Flow Monitoring Field Services

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-4, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ. And \$2,000,000 aggregate	Travelers Indemnity Co of CT	002517	A++ XV
SC-4, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 (Additional \$1M via Excess)	Travelers Indemnity Co of America	004003	A++ XV
SC-4, Section 2, Part 4.1 - see provisions	WC	Statutory w /endorsement as noted	\$ Statutory	Charter Oak Fire Insurance Co	002516	A++ XV

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Lockton Insurance Brokers

Kate Johnson

Agency or Brokerage

Name of Authorized Representative

Three Embarcadero Center, Suite 600

Account Executive

Street Address

Title

San Francisco

Katherine Johnson

City

CA

94111

Zip

State

Authorized Signature

415-568-4000

08 December 2021

Telephone Number

Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.



CERTIFICATE OF LIABILITY INSURANCE

1/4/2022

DATE (MM/DD/YYYY)
1/11/2021

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER E : Underwriters at Lloyds of London</td> <td>10736</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Company of Connecticut	25682	INSURER B : Travelers Indemnity Company of America	25666	INSURER C : Travelers Property Casualty Co of America	25674	INSURER D : The Charter Oak Fire Insurance Company	25615	INSURER E : Underwriters at Lloyds of London	10736	INSURER F :
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INSURER F :															
INSURED 1486922 HYDROMAX USA LLC 2501 S Kentucky Ave Evansville IN 47714															

COVERAGES HYDUS03 **CERTIFICATE NUMBER:** 18067671 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-8R413851-TCT-21	1/4/2021	1/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll DED: \$5K/\$1K Trailer	Y	N	810-8R407506-TIA-21	1/4/2021	1/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	N	N	CUP-8R433456-21-26	1/4/2021	1/4/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8R399495-21-26-G	1/4/2021	1/4/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability	N	N	B0621PHYDR000421	1/10/2021	1/10/2022	\$2,000,000 Ea claim/ Agg / Ded: \$25K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Bid Number: Bid 105-2021 Bid Title: 2022 Capacity Assurance Program Flow Monitoring Field Services. Lexington Fayette Urban County Government is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement or policy language. Insurance provided to Additional Insured is primary and non-contributory as per the attached endorsements or policy language.

CERTIFICATE HOLDER

18067671
 Lexington Fayette Urban County Government
 200 East Main Street
 Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam D. McDonough

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line. do not leave this line blank.
Hydromax USA LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
14301 FNB Pkwy Ste 301

6 City, state, and ZIP code
Omaha, NE 68154-5299

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	0	6	0	2	4	4	8
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Debra R. Henschel* Date ► *9/27/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

14. DEBARRED FIRMS

PROJECT NAME: 2022 CAPACITY ASSURANCE PROGRAM FM

BID NUMBER: 105-2021


LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of HYDROMAX USA, LLC has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

HYDROMAX USA, LLC
Name of Firm Submitting Bid


Signature of Authorized Official

CFO
Title

12/9/21
Date

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: HYDROMAY USA, LLC

Project: 2022 CAPACITY ASSURANCE PROGRAM
FM FIELD SERVICES

Printed Name and Title of Authorized Representative: Randall Wilson CFO

Signature: 

Date: December 9, 2021

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hydromax USA, LLC
2501 S. Kentucky Ave.
Evansville, IN 47714

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor, Room 338
Lexington, KY 40507

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

#105-2021 - 2022 Capacity Assurance Program Temporary Flow Monitoring

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of December, 2021.



(Witness)

Hydromax USA, LLC

(Principal)

(Seal)

By: 

(Title) CFO

Atlantic Specialty Insurance Company

(Surety)

(Seal)

By: 

(Title) William Reifinger, Attorney-in-Fact





Power of Attorney

Surety Bond No: Bid Bond

Principal: Hydromax USA, LLC

Obligee: Lexington-Fayette Urban County Governme Division of Purchasing

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

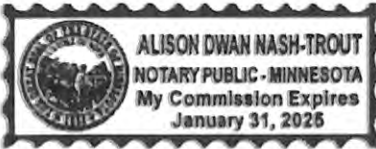
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of December, 2021.



Christopher V. Jerry
Christopher V. Jerry, Secretary

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

Bid Number: **#105-2021**

Date: December 10, 2021

Subject: 2022 Capacity Assurance Flow Monitoring

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:


Could you please confirm that you are asking the winning firm to provide 4 monthly data packets for this project? **Yes, raw data.**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Hydromax USA LLC

ADDRESS: 14301 FNB Parkway, Suite 301, Omaha, NE 68154

SIGNATURE OF BIDDER: 





ADDENDUM #1

Bid Number: **#105-2021**

Date: December 10, 2021

Subject: 2022 Capacity Assurance Flow Monitoring

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Could you please confirm that you are asking the winning firm to provide 4 monthly data packets for this project? **Yes, raw data.**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: HYDROMAX USA, LLC

ADDRESS: 14301 FIRST NATIONAL BANK PLAZA, SUITE 301 OMAHA, NE 68154

SIGNATURE OF BIDDER: [Handwritten Signature]



Mike Funk

From: Mike Funk
Sent: Wednesday, December 15, 2021 10:11 AM
To: trutestseals@yahoo.com
Subject: 2022 CAPACITY ASSURANCE PROGRAM - Bid 10-2021

Hello Kristi,

How are you doing today? I hope this note finds you well. I wanted to follow up with you from my phone call last week about the above mentioned project. We are seeking a local partner who has the ability to install, inspect every two weeks, calibrate, repair, maintain, and collect data from flow meters at various locations throughout Lexington, KY for a flow monitoring project. If you own your own equipment, that would be preferable. Please let me know at your earliest convenience if this is something your company can provide and if so, if it is something you are interested in.

Thanks for your time Kristi. Please let me know if you have any questions.

Have a great day,

Mike Funk

Mike Funk

Business Development Manager - East

HYDROMAX USA

Advanced Water, Wastewater and Gas Data Collection

585-794-7010 | 20 Bremen Circle | Penfield, NY 14526

mike.funk@hydromaxusa.com | www.hydromaxusa.com

Check us out on Advancements TV <https://vimeo.com/508657640>

Mike Funk

From: Mike Funk
Sent: Wednesday, December 15, 2021 9:58 AM
To: Abbie Jones
Subject: RE: 2022 CAPACITY ASSURANCE PROGRAM - Bid #105-2021 (LFUCG)

Thanks for the quick reply.

Do you have any ideas as to rates/pricing? It's 9 flow meters and 1 rain gauge for 3 months, starting as soon as possible. They will need to be checked every two weeks and calibrated with a data download. Let me know what kind of pricing we would be looking at the labor for doing that. Data would be sent back to us and we would take it from there.

Mike

From: Abbie Jones <abbie@abbie-jones.com>
Sent: Wednesday, December 15, 2021 9:55 AM
To: Mike Funk <mike.funk@hydromaxusa.com>
Subject: Re: 2022 CAPACITY ASSURANCE PROGRAM - Bid #105-2021 (LFUCG)

We don't have our own equipment.
We would consider doing this sort of work. Our office is engineers, surveyors and techs.

Sent from my iPhone
Abbie Jones Consulting
859.559.3443

On Dec 15, 2021, at 9:47 AM, Mike Funk <mike.funk@hydromaxusa.com> wrote:

Hello Abbie,

How are you doing today? I hope this note finds you well. I wanted to follow up with you from my phone call last week about the above mentioned project. We are seeking a local partner who has the ability to install, inspect every two weeks, calibrate, repair, maintain, and collect data from flow meters at various locations throughout Lexington, KY for a flow monitoring project. If you own your own equipment, that would be preferable. Please let me know at your earliest convenience if this is something your company can provide and if so, if it is something you are interested in.

Thanks for your time Abbie. Please let me know if you have any questions.

Have a great day,

Mike Funk

Mike Funk
Business Development Manager - East

Mike Funk

From: Matthew Nutter <mnutter@shrewsusa.com>
Sent: Wednesday, December 15, 2021 11:46 AM
To: Mike Funk; Kwabena Adu-Sarkodie
Subject: RE: 2022 CAPACITY ASSURANCE PROGRAM - Bid 10-2021

Kwabena – FYI.

Matt

Matt Nutter, P.E.
Director of Airfield Engineering



2696 South Colorado Boulevard
Suite 460
Denver, Colorado 80222
MNutter@shrewsusa.com
M 303.912.4593

Certified DBE/MBE

CINCINNATI | DALLAS | DENVER | INDIANAPOLIS | NASHVILLE | SEATTLE | WASHINGTON, D.C.

SHREWSUSA.COM



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From: Mike Funk <mike.funk@hydromaxusa.com>
Sent: Wednesday, December 15, 2021 7:53 AM
To: Matthew Nutter <mnutter@shrewsusa.com>
Subject: FW: 2022 CAPACITY ASSURANCE PROGRAM - Bid 10-2021

Hello Matt,

Please see below.

Mike

From: Mike Funk

Sent: Wednesday, December 15, 2021 9:51 AM

To: rrush@shrewsusa.com

Subject: 2022 CAPACITY ASSURANCE PROGRAM - Bid 10-2021

Hello Robert,

How are you doing today? I hope this note finds you well. I wanted to follow up with you from my phone call last week about the above mentioned project. We are seeking a local partner who has the ability to install, inspect every two weeks, calibrate, repair, maintain, and collect data from flow meters at various locations throughout Lexington, KY for a flow monitoring project. If you own your own equipment, that would be preferable. Please let me know at your earliest convenience if this is something your company can provide and if so, if it is something you are interested in.

Thanks for your time Robert. Please let me know if you have any questions.

Have a great day,

Mike Funk

Mike Funk

Business Development Manager - East

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585-794-7010 | 20 Bremen Circle | Penfield, NY 14526

mike.funk@hydromaxusa.com | www.hydromaxusa.com

Check us out on Advancements TV <https://vimeo.com/508657640>