

### **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 16, 2016

# INVITATION TO BID #38-2016 Temporary Pumping Services & Equipment Renal

| <b>Bid Opening Date:</b> Address: |                | <b>2016</b><br>Iain Street, 3 <sup>rd</sup> Floor, R                  | loom 338, Le     | xington, Ken   |                                     | Opening Time: 2:00 PM  |
|-----------------------------------|----------------|---|------------------|----------------|-------------------------------------|--|
| Type of Bid:                      | Price Contr    | ract  |                  |                |                                     |  |
| Pre Bid Meeting:<br>Address:      | N/A<br>N/A     |   |                  | ı              | Pre Bid Time:                       | , N/A  |
|                                   |                | office of the Division of (<br><b>6.</b> Bids must be <u>received</u> |                  |                |                                     | gton, Kentucky, until <b>2:00 PM</b> , bids should be sent to:                                     |
|                                   |                | Division of Central P<br>200 East Main Stree<br>Lexington, KY 4050    | t, Room 338      | -3320          |                                     |  |
| above. Bids that an               | e not deliver  | red to the Division of C  | Central Purch    | asing by the   | stated time and                     | sed and delivered as indic ated<br>date will be rejected. All bids<br>the outside of the envelope. |
| Bids are to include all           | shipping costs | to the point of delivery l  | ocated at: Va    | rious LFUCG C  | ivisions                            |  |
| Bid Security Required:            | :\             | res <u>X</u> No Cashier Che   | ck, Certified Cl | heck, Bid Bond | (Personal checks and co             | ompany checks will not be acceptable).   |
| Performance Bond Re               | quired:\       | es <u>X</u> No  |                  |                |                                     |  |
| Bid Specific                      | cations Met _  | Check One Exceptions to Bid S   | specifications.  |                | be itemized and proposal submitted. | Proposed Delivery:days after acceptance of bid.  |
|                                   |                | e Lexington-Fayette Urbai<br>ments. Will you accept P                 |                  |                | e using Procuremen<br>Yes           | t Cards to purchase goods  |
| Sul                               | bmitted by:    | Xylem Dewatering So   | olutions, Inc.   | •              |                                     |  |
| Jul                               | omicca by.     | Firm Name   |                  |                |                                     | <del></del>  |
|                                   |                | 1615 State Route 131  | ·                |                |                                     |  |
|                                   |                | Address   |                  |                |                                     |  |
|                                   |                | Milford, Ohio 45150   |                  |                |                                     |  |
|                                   |                | City, State & Zji   |                  |                |                                     | <del></del>  |
|                                   |                | V   |                  |                |                                     |  |
| Bld must I                        | be signed:     |   |                  |                | Branch Manag                        | i  |
| (original sigi                    | nature)        | Signature of Author   | orized Comp      | any Repres     | entative - Title                    |  |
|                                   |                | Joseph Herbst   |                  |                |                                     |  |
|                                   |                | Representatike's Nar  | ne (Typed or     | printed)       |                                     |  |
|                                   |                | 513-239-4414  |                  |                |                                     |  |
|                                   |                | Area Code - Phone -   |                  | Fax            | #                                   |  |
|                                   |                | Joseph.herbst@xylem   | nc.com           |                |                                     |  |
|                                   |                | E-Mail Address  |                  |                |                                     |  |

### **AFFIDAVIT**

| pei | Comes<br>rjury as follows | the Affiant, Joseph Herbsts:  | , and after being first duly sworn under penalty of   |
|-----|---------------------------|---|---|
| 1.  | His/her name              | e isJoseph Herbst   | and he/she is the individual submitting the bid or is the   |
|     | authorized re             | epresentative of Xylem Dewater  | ring Solutions, Inc.  |
|     |                           | bmitting the bid (hereinafter refe  |   |
| 2.  | bid is submit             | ay all taxes and fees, which are tted, prior to award of the contrest.      | e owed to the Lexington-Fayette Urban County Government at the time the tract and will maintain a "current" status in regard to those taxes and fees                |
| 3.  | Bidder will ol contract.  | btain a Lexington-Fayette Urbar   | n County Government business license, if applicable, prior to award of the  |
| 4.  |                           | to disdose to the Urban County  | Purchasing to verify the above-mentioned information with the Division of y Council that taxes and/or fees are delinquent or that a business license has            |
| 5.  | the past five             |   | sion of the campaign finance laws of the Commonwealth of Kentucky within contract to the Bidder will not violate any provision of the campaign finance              |
| 6.  |                           | ot knowingly violated any provisi<br>ss, known as "Ethics Act."             | sion of Chapter 25 of the Lexington-Fayette Urban County Government Code  |
| 7.  | described by              |   | urposes of this Affidavit means, with respect to conduct or to circumstances of an offense, that a person is aware or should have been aware that his tance exists. |
|     | Further,                  | Affiant sayeth naught.  |   |
| ST  | ATE OF                    | Ohlo  |   |
| co  | OUNTY OF                  | Clermont  |   |
|     | Jose<br>March             | going instrument was subscribed eph HerbsT  7 , 2016. mission expires:09/04 | MY COMMISSION EXPIRES   |
| Plé | ease refer                | to Section II. Bid  | Conditions, Item "U" prior to completing this form.   |

### I. GREEN PROCUREMENT

### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to <a href="https://www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as <a href="https://www.energystar.gov">non-compliant</a>.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

These products use 25 to 50% less energy Reduced energy costs without compromising quality or performance Reduced air pollution because fewer fossil fuels are burned Significant return on investment Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <a href="www.Greenseal.org">www.Greenseal.org</a> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

| Yes | X | No |
|-----|---|----|
|-----|---|----|

### II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

### "Bid on #38-2016 Temporary Pumping Services & Equipment Rental"

and addressed to: Division of Central Purchasing

200 East Main Street, Room 338 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of <u>XX</u> percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. 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 county, 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 contractor 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 to 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 above quoted to be included as <u>special conditions</u> 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.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional (4)-<u>1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **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 sub-contractor 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 contractors 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

Xylem Dewatering Solutions, Inc.

Name of Business

### **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bld contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

## RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

### Bid 16-2011 - Pumping Services

### A. 1.0 <u>DEFINITIONS.</u>

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

### 2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or ornissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

### 3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

### 4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### 4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u> <u>Limits</u>

General Liability
(Insurance Services Office Form CG 00.01)

\$1 million per occurrence, \$2 million aggregate

(Insurance Services Office Form CG 00 01) or \$2 million combined single limit

Commercial Automobile Liability

combined single, \$1 million per occurrence

(Insurance Services Office Form CA 0001)

Statutory

Employer's Liability

Worker's Compensation

\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Pollution Liability endorsement.
- d. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.
- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE.

### 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY

GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
- Any records of any self-insured trust fund plan or policy and related accounting statements.
- Actuarial funding reports or retained losses.
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

### 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

### 5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

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## As-Needed Pumping Services Scope of Services

The Lexington Fayette Urban County Government (LFUCG) is accepting proposals from interested Pump and Power Service Contractor/Vendor who shall provide temporary pumping services to LFUCG on an as-needed basis.

LFUCG provides wastewater collection and conveyance, and treatment services to the general LFUCG Urban Services Area, as well as limited areas outside the Urban Service Area. Periodically, LFUCG has need for temporary pumping services, as well as equipment rental, in its sewer system and wastewater treatment facilities. These services may be on an emergency basis, requiring immediate response; or may be scheduled in advance. The equipment use options include 1) Contractor/Vendor provides, installs, and maintains equipment used to provide temporary bypass pumping services (LFUCG provides fuel), or 2) LFUCG will rent project specific equipment for use by LFUCG staff on an as-needed basis.

### 1. General Project Description

The Contractor/Vendor is required to furnish all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting flow for the duration of the work. This shall include the setting of plugs and any cleaning or other work required to prepare the sewer for bypass pumping or as directed by LFUCG. The work may be of an emergency nature, requiring immediate response; or the work may be scheduled in advance.

The design, installation, and operation of the temporary pumping system shall be the Contractor/Vendor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

LFUCG will be represented by the Wastewater Collection and Conveyance Manager, the Pump Station Maintenance Supervisor, the Town Branch Wastewater Treatment Plant Superintendent, the West Hickman Wastewater Treatment Plant Superintendent, the Municipal Engineer Senior, the Sewer Line Maintenance Superintendent, and the Construction Manager or designated representative (Engineer or On-Site Supervisor), who will be authorized to initiate and/or oversee work.

### 2. Scope of Services

### Task 1: Work Plan Requirement

Before beginning non-emergency work, the Contractor/Vendor shall submit to LFUCG detailed plans and work descriptions outlining all provisions and precautions to be taken by the Contractor/Vendor regarding the handling of wastewater flows. The plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these contract documents. No work shall begin until all

provisions and requirements have been reviewed by LFUCG. LFUCG reserves the right to make modifications to the plan, work force, materials, or equipment. The Contractor/Vendor shall modify the plan as required by LFUCG. For emergency work, the Contractor/Vendor's on-site supervisor shall develop a work plan for approval by the LFUCG on-site supervisor.

At the discretion of the LFUCG supervisor, the plan shall include:

- Staging areas for pumps;
- Sewer plugging methods and types of plugs;
- Number, size, material, location, and method of installation of suction and discharge piping;
- Bypass pump sizes, capacities, number of each size to be on site and power requirements; however, LFUCG supervisor will review if standby pumps are required;
- Calculations of static lift, friction losses, and flow velocity (applicable pump curves also to be submitted);
- Standby power generator size and locations;
- Downstream discharge plan;
- Method of protecting discharge manholes or structures from erosion and damage;
- Thrust and restraint block sizes and locations;
- Sections showing suction and discharge pipe depth, embedment, select fill and special backfill;
- Method of noise control (if required) for each pump and/or generator;
- Any temporary pipe supports and anchoring required;
- Design plans and computation for access of bypass pumping locations;
- Calculations for selection of bypass pumping pipe size;
- Schedule for installation of and maintenance of bypass pumping lines;
- Plan indicating selected location of bypass pumping line locations;
- Surcharge elevations of suction manholes, including calculations;
- Survey of slab elevations of facilities serviced by the effected sewer.

### Task 2: System Requirements

- Pumping and bypassing set-ups require approval from the LFUCG.
- The Contractor/Vendor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow can be safely diverted. Fuel for gasoline/diesel-driven equipment will be provided by LFUCG.
- In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Discharge hose (fire hose or the like) will only be allowed in short sections and by specific permission from LFUCG.
- There may be no interruption of flow during the duration of the work. The
  Contractor/Vendor shall therefore provide, maintain and operate all temporary
  facilities, labor and equipment to intercept and bypass flow before it reaches the point
  where flow would interfere with the Contractor/Vendor's work. The
  Contractor/Vendor will be responsible for furnishing the necessary labor and
  supervision to set up and operate the pumping and bypass system.
- The design, installation and operation of the temporary pumping system shall be the Contractor/Vendor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- The Flow Control protocol should include the following:
  - The Contractor/Vendor shall furnish and install all sewer plugs, bypass piping and pumping equipment where necessary to adequately handle existing flow rates during the inspection.
  - Any overflow shall be reported to the Kentucky Division of Water and the LFUCG representative. The LFUCG representative will report the overflow to the Kentucky Department of Environmental Protection (DEP) via an electronic submittal.
  - All spills, releases of untreated or partially treated sewage that occur and are released to the Waters of the Commonwealth must BE REPORTED to the Kentucky Environmental Response Team (ERT) IMMEDIATELY. The Kentucky Environmental Response Team Emergency Hotline is 1 (800) 928-2380 or 1 (502) 564-2380.
  - In general, the pumping equipment shall be positioned in or near the upstream end of the sewer section with piping laid to the next downstream manhole.
     Sewage shall only be bypassed to a downstream sanitary manhole or adjacent sanitary sewers. No overflow will be permitted.
  - Whenever flows in a sewer line are blocked, plugged or bypassed, sufficient precautions shall be taken by the Contractor/Vendor to protect the sewer lines

from damage that might be inflicted by excessive sewer surcharging. Further, precautions shall be taken by the Contractor/Vendor to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. If such damage occurs, it shall be the Contractor/Vendors responsibility to clean, disinfect, and replace, where appropriate, any and all damaged public or private property as quickly as possible. The Contractor/Vendor shall be available or make the necessary arrangements to perform work of this nature.

- Whenever temporary pumping is included in a pay item, the set up and take down costs are included in the unit price.
- Pumping and bypassing set-ups require approval from the Engineer.
- When pumping and bypassing is required, the Contractor/Vendor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer line section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor/Vendor will be responsible for furnishing the necessary labor and supervision to set up, operate, and maintain the pumping and bypass system. LFUCG shall provide fuel during the period of operation.
- The Contractor/Vendor response time for scheduled as-needed services, shall begin
  within 48 hours minimum, from receipt of Purchase Order. The Contractor/Vendor
  response time for all emergency work shall begin within 4 hours minimum, after
  requested by phone.

### Task 3: Preparation

- The Contractor/Vendor is responsible for locating any existing utilities in the area in
  which the Contractor/Vendor selects to locate the bypass pipelines. The
  Contractor/Vendor shall locate bypass lines to minimize any disturbance to existing
  utilities and shall obtain approval of the bypass piping locations from the LFUCG and
  affected property owner(s).
- The Contractor/Vendor shall keep all equipment and work activities within the public right-of-way and available easements.
- The Contractor/Vendor shall maintain flow around the work area in a manner that will
  not cause surcharging of sewers, damage to sewers, and that will protect public and
  private property from damage and flooding.
- The Contractor/Vendor shall protect all LFUCG facilities from damage inflicted by the Contractor/Vendor's equipment. The equipment should be in good condition and not allow sewage or oil to leak onto the ground or pavement. The Contractor/Vendor shall be responsible for all physical damage to LFUCG caused by the Contractor/Vendor's actions.

• If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. The pumping units should be housed in an acoustically-silenced enclosure (skid or trailer mounted). An ultra quiet operation is required of each unit (66-69 dBA).

### FORM OF PROPOSAL

### **BID SCHEDULES**

The Contractor/Vendor agrees to perform all Work described in the System Requirements for the unit prices which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, and profit for the Contractor/Vendor and any Subcontractor involved.

### Please write in the unit price bid below:

UNIT PRICE

| DESCRIPTION  | SIZE                      | GPM        | TOTAL HEAD (IL) | MOUNTING TYPE                | DAILY      | WEEKLY    | MONTHY    |                |
|--|---------------------------|------------|-----------------|------------------------------|------------|-----------|-----------|----------------|
|  | 3"13"                     | 100-400    | 20.80           | Trader/Skid                  | 574.25     | 5222.75   | 5668.25   | CD80M          |
|  | 1*x1*                     | 150-750    | 20-80           | Trader/Skid                  | \$104.25   | 5312.75   | 5938.25   | CD100M         |
|  | 4'54"                     | 250-1750   | 25-115          | Trailer/5kid                 | 5129.75    | 5389.25   | 51167.75  | CD103M         |
|  | 6°xó°                     | 250-1750   | 25-125          | Trader/Skid                  | 5160.50    | \$919.50  | 51444.50  | CD150M         |
| Diesel Powered Pumps**                               | 6°x6°                     | 250-1750   | 110-250         | Trailer/5kad                 | \$316.50   | 5949.50   | 52848 50  | CD160M         |
|  | 8"\8"                     | 500-3500   | 50-160          | Tradet/Skid                  | 5261.73    | 5785.25   | 52355.75  | CD225M         |
|  | 10"410"                   | 300-3500   | 50-160          | Trailer/Skid                 | 5309,00    | 9427 00   | 52781.00  | CD250M         |
|  | 12512                     | 2000-5000  | 50-100          | Skid                         | \$363.75   | 51091.25  | 53273.75  | DPC300         |
|  | 12*x12*                   | 1000-5000  | 60-200          | Skid                         | \$151.50   | \$1354.50 | 54063,50  | CDMBM          |
|  | 1,71,                     | 190-790    | 20-80           | Tracker/5kid                 | 5141.00    | 5421.00   | \$1269.00 | CD100M CS      |
|  | 4*x4*                     | 150-750    | 20-80           | Duplicale                    |            |           |           | 1              |
| Sound Attenuated / Diesel Powered Pamps**            | b"x6"                     | 250 1750   | 25-123          | Trader/Skid                  | 5234.00    | 5702.00   | \$2106.00 | CD150M CS      |
|  | 8*x8*                     | 500-3500   | 50-160          | Trailer/Skid                 | 5314.25    | 5912.75   | 52828.25  | CD225M CS      |
|  | i e                       |            |                 | Trailer/Skid                 | S186.25    | \$335.73  | \$1667.25 | HLSOM          |
|  | 1,47,                     | 300 450    | 100 300         | Trailer/Skid                 | 512975     | \$1289.25 | \$3867.75 | HILTION        |
|  | 4*x3*                     | 400-1400   | 250-600         | Trailer/Skid                 | S281 25    | 5852.75   | 5255B 25  | HLIM           |
|  | 4*x4*                     | 150-750    | 120-240         | Trailer/Skid                 | \$322.5    | 5967 50   | \$2902.50 | HL3M5          |
| High Hoad Devel Powered Pumps**                      | 6"x4"                     | 200-1250   | 100-500         | Trailer/Skid                 | \$502.50   | \$1307.50 | 54522.50  | HL130M         |
| rigi ritaa Deer rowena rumps                         | 6*v4*                     | 400-1400   | 250-600         | Truler/5kid                  | 5391.50    | \$1174.50 | 53523.50  | HL6M           |
|  | 6"x6"                     | 600-2300   | 100-350         | Skid                         | 5627.75    | 51883.25  | 53619.73  | HL160M         |
|  | B*s6*                     | 600-1800   | 250-600         | Skid                         | \$550.50   | \$1651.50 | \$1954.50 | HL225M         |
|  | 8"x8"                     | 1000-3000  | 180-380         | Skid                         | \$615,00   | \$1845.00 | 53535.00  | HL250M         |
|  | 12°x10°                   | 1000-5000  | 120-350         |                              | \$249.75   | \$749.25  | 52247.75  | HL80M CS       |
|  | 4"x,3"                    | 300-150    | 100-300         | Trailer/Skid<br>Trailer/Skid | \$404.25   | 51212.75  | \$3638.25 | HLIM CS        |
| Sound Attenuated/ High Head Diesel Powered Pumps**   | 4"x4"                     | 150-750    | 120-240         |                              | 5558.75    |           |           | 1              |
|  | 8°x6"                     | 600-2500   | 100-350         | Trader/Skul                  |            | 51676.25  | \$5028.75 | IILAM C5       |
|  | 4x1                       | 1000       | 82 (max)        | Skid                         | \$104.25   | \$312.75  | \$938.25  | CD100M Fleet   |
| Electric Drive Pumps**                               | fixh                      | 2200       | 120 (max)       | Skid                         | 5160.50    | 5181.50   | \$1444.50 | CD150M Elect   |
| •  | fix8                      | 3100       | 130 (max)       | Skid                         | \$271.50   | 5814.50   | 52443.50  | CD1225M Elec   |
|  | 12x12                     | 6000       | 96 (max)        | Skid                         | \$163.75   | \$1091 25 | \$3273.75 | DPC 300 Electr |
|  | 2° (0.5 hp)               | 10-60      | 3-10            | -NA:                         | \$16.00    | 554.00    | 5162.00   | GST05          |
|  | 2° (1.0 hp)               | 10.75      | 10 45           | -NA:                         | \$29.23    | 587.75    | \$263.25  | GST10          |
|  | 2" (0.5 հբ)               | 10-60      | 10-35           | NA-                          | 930.00     | 990 00    | \$270.00  | Flygt 2620     |
| Floring Cohoramble Day storing Rumps, coasts above   | 2" (1.0 հբ)               | 10-90      | 10-60           | NA-                          | 00.002     | \$90.00   | 5270.00   | Flygt 2620     |
| Electric Submersible Dewatering Pumpa - single phase | 3° (2.0 hp)               | 20-100     | 10-70           | NA.                          | 566,00     | 5198.00   | \$394.00  | Flygt 2630     |
|  | 3" (2.5 hr)               | 50-250     | 10-60           | -NA-                         | 500.00     | \$198.00  | \$394.00  | Flygt 2650     |
|  | 3" (4.5 hp)               | 100-450    | 13-60           | NA.                          | \$71.50    | 5211.50   | 5634.50   | Flygt 2640     |
|  | 3"                        | 30-300     | 10-130          | -NA                          | \$70.50    | 5211.50   | 5634.50   | Firgt 2640     |
|  | 3*                        | 50.150     | 10-160          | NA                           | \$70.50    | \$211.50  | \$634.50  | Flygt 2640     |
|  | 3° (3.5 hp)               | 50 300     | 10-60           | SIA                          | \$20.50    | \$211.50  | 5634.30   | Flygt 2640     |
|  | 4° (5.5 hբ)               | 50-450     | 20-70           | -NA-                         | 587.75     | 5263.25   | 5789.75   | Flygt 2660     |
|  | 4" (8.0 hp)               | 100 600    | 20.85           | -NA:                         | 587.75     | \$363.25  | 5789 73   | Flygt 2660     |
|  | 4* (13.0 hp)              | 100 900    | 20-100          | NA-                          | \$87.75    | 5263.25   | 5784.75   | Flygt 2660     |
| Electric Submersible Dewatering Pumps three phase    |                           | 200-1200   | 20-100          | -NA                          | \$207.00   | 5621 (0)  | \$1863.00 | Flygt 2201     |
|  | 6° (16.0 hp)              |            |                 |                              | 4/2017.(X) | 5621 00   | \$1863.00 | Fivgl 2201     |
|  | 6" (300hp)                | 300-1600   | 20-150          | NA:                          | \$207.00   | \$621.00  | \$1863.00 | Flyg1 2201     |
|  | 61/61 (80 U hp / 80 U hp) | 500-2000   | 30-180          | NA.                          |            |           |           | 1 "            |
|  | g*                        | Page 45-14 | 100             | NA                           | 5355.50    | 51066.50  | 53199 50  | Flvgt 2240     |
|  | 10*                       | 500-2200   | 10-200          | AVA.                         |            |           |           |                |

<sup>\*</sup> Mounting type: Trailer/Skid NA- = not applicable

|  |      |         |                |               |         | UNITPROT |           | 1               |
|--|------|---------|----------------|---------------|---------|----------|-----------|-----------------|
| DESCRIPTION  | 51ZE | SIM     | TOTAL HEAD OLD | MOUNTING TYPE |         | WELKLY   | MONTHY    |                 |
| lectric Submerciple Studge Partipic unigni phate (or/auto) | je.  | 20-180  | 10-35          | NA:           | 560.00  | STRUTT   | 5540 00   | Flygt 2630 Slu  |
| control panel)   | 4*   | 50-200  | 1080           | N/            | \$60.00 | 5180 00  | 5540.00   | Flagt 2620 Sluc |
| Liestra, Submersable Sludge Farmer, three phase            | 4"   | 20-200  | 10.60          | NA-           | S6010   | \$180.00 | 22/10/00  | Flygt 2620 Stu  |
| (er/auto control panel)                                    | 4*   | 56460   | 20150          | NA.           | 578 73  | 5236.25  | 5708.73   | Flygt 2640 Sluc |
|  | 1-   | 5-30    | 10-105         | Trailer/Skid  | 528.50  | 585 50   | 5256.50   | GWP 25HX        |
|  | 2    | 25-125  | 10.95          | Trailer/Skid  | 533.00  | 949,00   | 5297 00   | GIVP 30HX       |
|  |      | 20-750  | 10/10          | Trailer/Skid  | 533 00  | 549,00   | 5297.00   | GWP 30HX        |
| -  | -    | 504170  | 10-90          | Transer/Skid  | 533.00  | \$99.TID | \$297.00  | GIVP 30HX       |
|  |      | 20-100  | 40.180         | Trailer/Skid  | \$39.00 | 5117.00  | 5351.00   | GPP-50HX        |
| Compline Powersed Paragrans                                | 25°  | 40-200  | 603-250        | N/A           |         |          |           | 1               |
|  | 3P   | 50-220  | 1080           | Trailer/9kid  | 513.50  | \$130.50 | \$\$91.50 | GWP-80HX        |
|  | 30   | 54.130  | 10.85          | Trailer/Skid  | 564.30  | \$193.50 | 5580.50   | GWP-100HX       |
|  | 4*   | 101-350 | 20.40          | Trailer/Skid  | \$61.50 | 5193,50  | 5580.50   | GWP-100HX       |
|  | 42   | 5(1420) | 10-75          | Trailer/Skid  | 564 50  | 5193,50  | 5580.50   | GTP-100HX       |

<sup>\*</sup> Mounting type: Trailer/Skid NA = not applicable

### UNITPRICE

| DESCRIPTION                   | <u>kva</u> | Ames (480V / 2/8V) | DAILY    | WEERLY    | WWDIY      | _       |
|-------------------------------|------------|--------------------|----------|-----------|------------|---------|
|                               | ન્વ        | 40/92              | 5111.75  | \$335,25  | 510575     | 26KW    |
|                               | 51         | 64/149             | 5153.00  | 5159 011  | 5132700    | 15KW    |
|                               | NO         | 96/222             | \$159,00 | 5427.00   | 5137700    | rtSI3tr |
| Dienet Penyaged Constations** | 125        | 150/347            | 5242.25  | 5726.73   | 52180 25   | 100KW   |
|                               | 271        | 278/641            | 533100   | 5999.00   | 52497 (ii) | 185K15  |
|                               | 293        | 352/813            | \$351.00 | \$1053,00 | 51159 (0)  | 250KW   |
|                               | 425        | 811/1180           | 5447.75  | 51343.25  | 54029.75   | 300KW   |

### UNIT PRICE

|                                   |                |                  | GNITPACE           |                  |
|-----------------------------------|----------------|------------------|--------------------|------------------|
|                                   | SZŁ            | DAILY<br>57.20   | \$21.60            | MONTHY<br>S61J80 |
|                                   | Z*1.27         | \$10.08          | 530.21             | 99072            |
|                                   | ¥x27           | 57.20            | 521.60             | 561,80           |
|                                   | 4"117          |                  |                    | 5123.12          |
| Hoavy Duty Sustain Hos            | 4"x 31"        | 513.68<br>512.24 | \$11.04<br>\$36.72 | 5123.12          |
| (ms.lpop.)                        | 6"x10"         | Į.               |                    |                  |
|                                   | 87x107         | \$21.60          | 564.80             | \$194.40         |
|                                   | 10%20          | \$25 92          | \$77.76            | 5233,28          |
|                                   | 12°x10°        | \$34.56          | \$103.68           | \$311.04         |
| <del></del>                       | 3°x10          | 58.64            | 525 92             | 577.76           |
|                                   | 7°×31°         | 515.64           | 547.52             | 5142.56          |
|                                   | 4*x1cF         | 511.52           | \$4.56             | \$103,68         |
| High Premure Companie Hote        | 4"x37          | 522.32           | 56h 96             | \$200.88         |
| (secface)                         | 6"x1tF         | S18.72           | 556.16             | 5168 48          |
|                                   | 67127          | \$11.76          | 5125 28            | \$375.84         |
|                                   | ETx1cF         | 523.04           | 569.12             | \$207.36         |
|                                   | 12"=10"        | 530.96           | 592.88             | 5278.64          |
| <u> </u>                          | Z*w9iY         | 56.48            | \$19.44            | 558.32           |
|                                   | T'897          | 57 92            | 523.76             | 571.28           |
| Heavy Duty Ducharge Hos           | 4"450"         | 513,68           | 511.04             | 5123 12          |
| (mrthur)                          |                | \$22,32          | 566.96             | \$200.88         |
|                                   | 6"150"         | 565.41           | \$166.32           | \$198.96         |
|                                   | 8"150"         | 54,32            | \$12,96            | \$38.88          |
|                                   | 4"110"         | 55.76            | \$17.28            | 551.81           |
|                                   | 4"12)*         | \$5.04           | \$15.12            | \$45.36          |
|                                   | 6"x](7         | 57.20            | \$21.60            | 564.80           |
| Unwhange Pape<br>Gadwan QD Pape   | 6"±፭Ϋ          | \$5.76           | 517.20             | 551.84           |
| (carb)                            | N"x]:7         | 511.52           | 534.56             | 5103.68          |
|                                   | #"×27          | \$5.76           | 517.28             | 551.84           |
|                                   | 10°x10°        | 56 48            | \$19.44            | 558.32           |
|                                   | 12"+10"        | 54.32            | 512.96             | 538.88           |
|                                   | 7/4"           | 1100             | 515.12             | \$45,36          |
| Benda                             | 6"             | \$5,04           |                    |                  |
| (rate p.)                         |                | 55.76            | 517 28             | \$51.84          |
|                                   | 10°            | 98.64            | 525.92             | 577.76           |
|                                   | 124            | \$9.36           | 528.08             | 584.24           |
|                                   | ₹74°           | \$1.32           | 512.96             | \$18.88          |
|                                   | 6*             | 55.04            | 515 12             | \$13.36          |
| Vents / Flange Adaptors<br>(each) | N°             | Sô.76            | 517.28             | \$51.84          |
|                                   | 307            | SHN              | 525.92             | \$77.76          |
|                                   | 12*            | 59 36            | 528.08             | 581.24           |
|                                   | ₹/4*           | 57.92            | 523.76             | 571.28           |
|                                   | p <sup>u</sup> | 511.52           | 534.56             | 5103.68          |
| Check Valve/ Gate Valve<br>(each) | Na.            | 513.68           | 511.04             | 5123-12          |
| (eat 7t)                          |                | \$16.56          | 5(9.68             | \$149.04         |
|                                   | 107            | 21(176)          | 240 1 1 1          |                  |

|                             | -   | <del></del>                   | UNIT PRICE                               |                                  |             |
|-----------------------------|---|-------------------------------|--|----------------------------------|-------------|
|                             | C1.7F                                     | 51.00                         |  | MODETTIN                         |             |
|                             | SIZE                                      | DAILY<br>St.32                | <u>WEEKLY</u><br>512.96                  | MONTHY<br>538.88                 | $\dashv$    |
|                             | 3"/4"                                     | 55 (9                         | 515 12                                   | 545 36                           | $\dashv$    |
| Tees / Wyes                 | 6°  | 56.76                         | 517.28                                   | \$51.84                          | $\dashv$    |
| (each)                      | 8"  | 98.61                         | 525 92                                   | \$77.76                          | $\dashv$    |
|                             | 107                                       | ļ <del></del>                 |  |                                  | 4           |
|                             | 12*                                       | 59.3h                         | 528.06                                   | 584.24                           |             |
|                             | ţ.  | \$4.32                        | 512 96                                   | 538.88                           |             |
| Step Box.                   | 4*  | 57 20                         | 521.60                                   | 564.80                           |             |
| (vach)                      | 6"  | 59.36                         | 528.08                                   | 584 24                           | Т           |
|                             | 8"  | \$13.68                       | \$11.04                                  | 5123 12                          | _           |
|                             | 1   | 519.50                        | \$38.50                                  | 5175.50                          |             |
|                             | 8"x12"                                    | 528.70                        | \$86.10                                  | 5258.30                          | _           |
|                             | 1(Fx16"                                   | \$35.00                       | 5105.00                                  | 5315.00                          | _           |
| Sower Plugs                 | 12"x18"                                   | 5(0.00                        | 5120:00                                  | \$360.00                         | _           |
| (each)                      | 12"x24"                                   |                               |  |                                  |             |
|                             | 15"x %7"                                  | \$76,00                       | 5228.00                                  | 9681 00                          |             |
|                             | 20"x36"                                   | \$102.50                      | 5307.50                                  | 5922.50                          |             |
|                             | 24"x48"                                   | \$135.00                      | \$405.00                                 | \$1,215.00                       | Т           |
|                             | 4"x8"                                     | 515.56                        | 546.67                                   | \$140.00                         | _           |
|                             |   | 515.56                        | 546.76                                   | 5140.00                          | _           |
|                             | 6"x10"                                    | 921.67                        | 565.00                                   | 5195.00                          | _           |
| Flow-Thru Sewer Plugs       | 6*x12*                                    | 5,81,89                       | 595.b7                                   | 5287.00                          | _           |
| (each)                      | 1(Fs.16*                                  | \$38.89                       | 5116.67                                  | 5350.00                          | _           |
|                             | 12"\18"                                   |                               |  |                                  |             |
|                             | 12"x24"                                   | \$14.45                       | \$133.34                                 | 5400.00                          |             |
|                             | 16"×24"                                   | 562.56                        | 5187.67                                  | 5563 00                          |             |
|                             | 2"/3"                                     | \$18.00                       | 5144.00                                  | 5132.00                          | Τ           |
|                             | 4*  | 548.00                        | \$144.00                                 | \$132.00                         | Т           |
| 12 P I C                    | ́ъ <sup>я</sup>                           | 548.00                        | 5144.00                                  | 5132.00                          | _           |
| 12' Road Crossing<br>(cach) |   | 566.40                        | 5199.20                                  | \$597.60                         | _           |
| , ,                         | 8"  | 582.40                        | \$247.20                                 | 5741.60                          | _           |
|                             | 12ª                                       | \$164.00                      | 5492.00                                  | \$1,476.00                       | _           |
|                             | 18"                                       | 1                             |  |                                  | _           |
|                             | 3 HP                                      | 512.00                        | \$126.00                                 | \$378.00                         |             |
|                             | 5 HP                                      | 512.00                        | 5126.00                                  | \$378.00                         |             |
|                             | 8 HP                                      | 542.00                        | \$126,00                                 | 537(1.00                         |             |
|                             | 13 HP                                     | 512.00                        | \$126.00                                 | 5378.00                          | _           |
|                             | 16 HP                                     | 512,00                        | \$126.00                                 | \$378,00                         | Т           |
|                             |   | 512.00                        | 5126.00                                  | \$378.00                         | _           |
|                             | 20 HP                                     | 542.00                        | \$126.00                                 | \$378,00                         | -           |
| Automatic Control Panel     | 30 HP                                     | 512.00                        | 5126.00                                  | 5378.00                          | _           |
| (surgle/multiple pumps)     | 40 HB                                     |                               |  |                                  | _           |
|                             | 50 HP                                     | 512.00                        | 5126.00                                  | 5378.00                          |             |
|                             | 60 HP                                     | 512.00                        | \$126.00                                 | \$878.00                         |             |
|                             | 75 HP                                     | \$42.00                       | \$126,00                                 | 5,379.00                         |             |
|                             | 100 HP                                    | \$12.00                       | 5126 00                                  | 537B.00                          |             |
|                             | 125 HP                                    | 542.00                        | \$126.00                                 | \$378.00                         |             |
|                             |   | 512.00                        | \$126.00                                 | 5378.00                          | ٦           |
|                             | 150 HP                                    | 5292.30                       | 5877.50                                  | 52,632.50                        | -           |
|                             | 200 HP                                    | 533.00                        | 599.30                                   | 5298.00                          | -           |
|                             | 3 HP                                      | 00112                         | 599.50                                   | 5298.00                          | _           |
|                             | 5 HP                                      | . ]                           |  |                                  | _           |
|                             | 8 HP                                      | 583,00                        | 599.50                                   | 5298.00                          |             |
|                             | 13 HP                                     | 533.00                        | 599.50                                   | 5298.00                          |             |
|                             | 16 HP                                     | 533.00                        | 599.50                                   | \$298,110                        |             |
|                             |   | 533.00                        | 599.50                                   | 5290.00                          | _           |
|                             | 20 HP                                     |                               | 599.50                                   | \$298.00                         | ٦           |
|                             | 20 HP                                     | 533 (0)                       |  |                                  | -           |
| Manual Control Parel        | 30 HP                                     | 531.00                        | 599.30                                   | \$296.00                         |             |
| Manual Control Panel        | 30 HP<br>40 HP                            | 533.00                        | 599.30<br>599.30                         | \$298.00<br>\$798.00             | -           |
| Manual Control Panel        | 30 HP                                     | \$34.00<br>\$34.00            | \$99.50                                  | \$298.00                         |             |
| Manual Control Panel        | 30 HP<br>40 HP                            | \$33.00<br>\$33.00            | 999.50<br>999.50                         | \$298.00<br>\$298.00             |             |
| Manual Control Panel        | 30 HP<br>40 HP<br>50 HP                   | \$33.00<br>\$33.00<br>\$33.00 | \$99.50                                  | \$298.00                         |             |
| Manual Control Panel        | 30 HP<br>40 HP<br>50 HP                   | \$33.00<br>\$33.00            | 999.50<br>999.50                         | \$298.00<br>\$298.00             |             |
| Marcial Control Panel       | 30 HP<br>40 HP<br>50 HP<br>60 HP<br>75 HP | \$33.00<br>\$33.00<br>\$33.00 | \$99.50<br>\$99.50<br>\$99.50            | \$298.00<br>\$298.00<br>\$248.00 |             |
| Manual Control Panel        | 30 HP<br>40 HP<br>50 HP<br>60 HP<br>75 HP | \$13.00<br>\$13.00<br>\$33.00 | \$99.50<br>\$99.50<br>\$99.50<br>\$99.50 | \$298.00<br>\$298.00<br>\$298.00 | -<br>-<br>- |

|                                       |  |         | UNIT PRICE |          |
|---------------------------------------|--|---------|------------|----------|
|                                       | <u>5121</u>  | DAILY   | WEEKLY     | MONTH    |
|                                       | 100 gal  | 542 00  | 5124 00    | \$172.00 |
| Double Containment Fuel Tank** (cach) | 250 gal.   | \$42.00 | 5124.00    | 5372.00  |
| <b>V</b>                              | 500 gal  | \$12.00 | 5124 00    | 5472,00  |
|                                       | 12° (2) 8°   | \$17,00 | 5142.00    | \$425,00 |
| Manufolds                             | 18"x(2) 12°  | 517.00  | 5142.00    | \$125,00 |
| (cach)                                | 18"x(4) 8"   | S17.00  | 5142 00    | \$(25.00 |
|                                       | 2iFx (2) 12 <sup>4</sup>   | 547.00  | 5142.00    | 5425.00  |
| Float 5witch (auto-start system)      | A91 or Prime<br>Guard Floats   | 534.00  | 5100.00    | \$300.00 |
| Auto Dialer (remote membering)        | RACO Alarm Agent,<br>Monitors and calls<br>multiple numbers<br>See Attached Info | 578.00  | \$2,45,00  | 5700 00  |
| Actator Unit**                        |  |         |            |          |

<sup>\*\*</sup> Fuel provided by LFUCG



## Lexington-Fayette Urban County Government DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray Mayor William O'Mara Commissioner

### ADDENDUM #1

Bid Number: #38-2016

Date: March 24, 2016

Subject: Temporary Pumping Services & Equipment Rental

Address inquiries to: Brian Marcum (859) 258-3320

### TO ALL PROSPECTIVE SUBMITTERS:

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

Please include the following labor rates in your bid submittal and these will also be used for set up and tear down.

### Please write labor rate bid below.

Labor rates are as follows:

Management & Engineering Planning \$\_\$110.00 per hour

Field Supervision \$ \$75.00 per hour

Fusion Machine Operation \$ \$65.00 per hour

Field Technician/Pump operation \$ \$65.00 per hour

Field Technician/Treatment plant \$ \$\\_{0.00}^{\\$65.00}\$ per hour

Note: Labor rates are based on 8 hours/day on site. Time and one-half will be charged over 8 hours on a

weekday and all day Saturday. Sunday and Holiday hours will be charged at double

Indd St

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: Xylem Dewatering Solutions, Inc.

ADDRESS: \_\_\_\_1615 State Route 131, Milford Ohio 45150

SIGNATURE OF BIDDER:

Joseph Herbst - Branch Manager

| <b>ACORD</b> |
|--------------|
|              |

### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/OD/YYYY) 10/13/2015

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 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).

| ROOUCER   | CONTACT<br>NAME:   |          |
|---|--|----------|
| Non Risk Services Northeast, Inc.<br>New York NY Office                                     | PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) | 363-0105 |
| 199 Water Street<br>New York NY 10038-3551 USA  | E-MAIL<br>ADRESS:  |          |
|   | INSURER(S) AFFORDING COVERAGE                              | NAIC #   |
| NSURED  | INSURER A: ACE American Insurance Company                  | 22667    |
| ylem Dewatering Solutions, Inc.   | INSURER B: ACE Fire Underwriters Insurance Co.             | 20702    |
| /b/a Godwin Pumps of America, a wholly<br>wned subsidiary of Xylem Inc.<br>4 Floodgate Road | INSURER C:   |          |
| 4 Floodgate Road<br>ridgeport พว 08014 USA  | INSURER D:   |          |
| Trugeport NJ 08014 03A  | INSURER E:   |          |
|   | INSURER F:   |          |
| OVERAGES CERTIFICATE NUMBER   | R: 570059821557 REVISION NUMBER:                           |          |

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

| INSR<br>LTR | TYPE OF INSURANCE   | ADDL | SUBR             | POLICY NUMBER              | POLICY EFF | POLICY EXP<br>(MM/DD/YYYY) | LIMIT                                     | 9           |
|-------------|---|------|------------------|----------------------------|------------|----------------------------|---|-------------|
| A           | X COMMERCIAL GENERAL LIABILITY                            |      |                  | XSLG27400401               | 10/31/2015 | 10/31/2016                 | EACH OCCURRENCE                           | \$1,000,000 |
|             | CLAIMS-MADE X OCCUR                                       |      |                  | SIR applies per policy ter | ns & condi | tions                      | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
|             |   |      |                  |                            |            |                            | MED EXP (Arry one person)                 | Excluded    |
|             |   |      |                  |                            | ľ          |                            | PERSONAL & ADV INJURY                     | \$1,000,000 |
|             | GEN'L AGGREGATE LIMIT APPLIES PER                         |      |                  |                            |            |                            | GENERAL AGGREGATE                         | \$2,000,000 |
|             | X POLICY PRO-   |      |                  |                            |            |                            | PRODUCTS - COMP/OP AGG                    | \$1,000,000 |
|             | OTHER   |      |                  |                            |            |                            | SIR                                       | \$1,000,000 |
| A           | AUTOMOBILE LIABILITY                                      |      |                  | ISA H0886066A              | 10/31/2015 | 10/31/2016                 | COMBINED SINGLE LIMIT<br>(En accident)    | \$1,000,000 |
|             | X ANY AUTO  |      |                  |                            |            |                            | BODILY INJURY ( Per person)               |             |
|             | ALL OWNED SCHEDULED                                       |      |                  |                            |            |                            | BODILY INJURY (Per accident)              |             |
|             | AUTOS AUTOS NON-OWNED AUTOS                               |      |                  |                            |            |                            | PROPERTY DAMAGE<br>(Per accident)         |             |
|             |   |      |                  |                            |            |                            |   |             |
|             | UMBRELLA LIAB OCCUR                                       |      |                  |                            |            |                            | EACH OCCURRENCE                           |             |
|             | EXCESS LIAB CLAIMS-MADE                                   |      |                  |                            |            |                            | AGGREGATE                                 |             |
|             | OED RETENTION   |      |                  |                            |            |                            |   |             |
| Α           | WORKERS COMPENSATION AND                                  |      |                  | WLRC48592387               | 10/31/2015 | 10/31/2016                 | X PER OTH-                                |             |
| l _ l       | ANY PROPRIETOR / PARTNER / EXECUTIVE N                    |      |                  | WC All Other States        | 10/31/3015 | 10/31/3016                 | E.L. EACH ACCIDENT                        | \$1,000,000 |
| В           | (Mandatory in NH)   |      | NEMBER EXCLUDED? |                            | 10/31/2015 | 10/31/2016                 | E.L. DISEASE-EA EMPLOYEE                  | \$1,000,000 |
|             | If yes, describe under<br>DESCRIPTION OF OPERATIONS below |      |                  |                            |            |                            | E.L. DISEASE-POLICY LIMIT                 | \$1,000,000 |
|             |   |      |                  |                            |            |                            |   |             |
|             |   |      |                  |                            |            |                            |   |             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lexington Fayette Urban County Government is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability and Automobile Liability policies. A waiver of Subrogation applies in favor of the Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability, Automobile Liability and Workers Compensation policies as permissible by law.

| CERTIFICATE HOLDER |
|--------------------|
|--------------------|

### 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

Aon Prisk Sorvices Northeast, Inc.

Lexington-Fayette Urban County Government 200 East Main Street Lexington KY 40507 USA

# Critically Silenced Dri-Prime® Pumps

The Godwin Critically Silenced enclosure houses the versatile Dri-Prime CD, HL, NC and Wellpoint range pumps in a specially designed, acoustically-silenced enclosure. The Critically Silenced unit is intended for use in any pumping application where engine and other noise must be kept to a minimum. Sound levels are approximately 69 dBA at 30 feet (9 meters).

### **Features and Benefits**

- 14-gauge sheet metal (12-gauge on larger units) enclosure lined with 1" and 2" (25mm and 50mm) layers of polydamp acoustical sound-deadening material
- Engine designed with critical grade muffler, silenced priming exhaust, and isolated engine vibration to further reduce operating noise
- Hinged, lockable doors for controlled access to operating controls and service locations
- Entire unit can be unbolted and removed from the optional DOT highway trailer for added versatility
- UL142 rated and double wall fuel tanks are available









# **ENGINEERING CATALOG**

### **Automatic Level Control Engineering Data**



Godwin's diesel driven automatic Dri-Prime® pumps can include Automatic Level Control systems to automatically start and stop pump operation. Using a Float Control system, your Godwin Dri-Prime pump can start and stop automatically with no operator intervention required. Call today for more details about an Automatic Level Control for your portable puming application.

### Float Control System

- Starts and stops pump engine at float settings in sump.
- Field programmable engine trip points.
- Startup lockout timer.
- Front panel shutdown LED indicator lamps:
  - Low Lube Oil
  - Overcrank
  - High Temperature
  - Overspeed
- Built-in speed sensing circuit.
- Front panel selection of "OFF", "AUTO", and "TEST" operating modes.
- Optional dry contacts available for use with automatic telephone dialing equipment.

# Mechanical Float Switches

The simplest possible method for level control! A mechanical micro-switch in a polypropylene casing, freely suspended at the desired height from its own cable. When the liquid level reaches the regulator, the float switch will tilt and the mechanical switch will close or break the circuit, thereby starting or stopping a pump or activating an alarm device. No wear, and no maintenance!

### **Design Features**

- Operating options
  - Normally open (N/O) green shell, for pump down applications, STANDARD
  - Normally Closed (N/C) Green/Red shell, for pump up applications
- Mechanical micro-switch
- Non-mercury design
- Casing made of polypropylene construction
- Solid polyurethane foam filling
- Cable made of chlorinated polyethylene
- · Cast iron cord weight included

### **Specification**

| •                            |                      |
|------------------------------|----------------------|
| Min oper. temp               | 32°F                 |
| Max oper. temp               | 170°F                |
| Elec. cable size             | AWG 18/2, SJOOW-300V |
| Rated for @120 Volt          | 10A                  |
| Rated for @240 Volt          | 3A                   |
| Operating point - rising     | 5°                   |
| Operating point - descending | 5°                   |
| Approved                     | C LISTED             |

### **General Applications:**

- Mining
- Construction
- Dewatering
- Municipal sewage
- General industry



Normally Open



Normally Closed



### **Part Numbers**

| Version         | Cable Length | Part number |
|-----------------|--------------|-------------|
| Normally Open   | 30,          | CAPTNA020   |
|                 | 65'          | CAPTNA016   |
|                 | 125'         | CAPTNA018   |
|                 | 150'         | CAPTNA022   |
| Normally Closed | 30'          | CAPTNA021   |
| teormany orosec | 65'          | CAPTNA017   |
|                 | 125'         | CAPTNA019   |
|                 | 150'         | CAPTNA023   |

### **Standard Configuration**

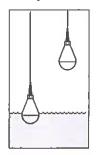
**Electric Submersible Pump** 

**Electric Dri-Prime Pump** 

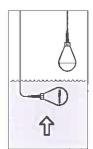
**Diesel Dri-Prime Pump** 

- (2) Normally Open Float Switches
- (2) Normally Open Float Switches
- (1) Normally Open Float Switch
- (1) Normally Closed Float Switch

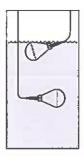
### **Pump Down Application**



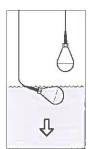
When the level drops, the micro switch is activated....



pumping stops and the level begins to rise....



When the level reaches the highest permissible point, the second regulator reacts....



and pumping resumes.



Flygt is a trademark of Xylem Dewatering Solutions, Inc., a wholly-owned subsidiary of Xylem Inc. Specifications and illustrations are subject to revision without notice. Xylem makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use.

www.godwinpumps.com

84 Floodgate Road Bridgeport, NJ 08014 Tel +1.856.467.3636 www.godwinpumps.com



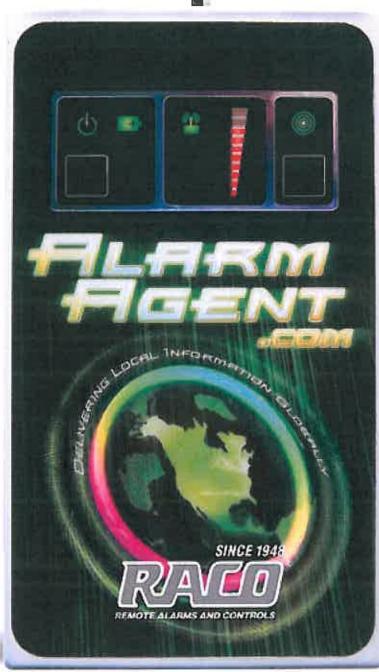
real-time data. remote access. **RACO** reliability.

# wireless rtu

### features

- Totally Wireless RTU
  Easy to install. Goes where landlines
  can't, with 98% availability across
  North America.
- Reliable, Web-Based
  Communication
  Triple-redundant, secure website links
  WRTU with AlarmAgent.com system.
- Secure, 24/7 Access
  Retrieve equipment and status info anytime, from any web-enabled device or by calling a toll-free number.
- Robust Monitoring & Control Functionality
  Simple configuration through system templates. Integrates eight digital and two universal inputs, and two relay outputs. Receive status of all channels including analog in real-time.
- Straightforward User Interface Immediate status updates for a number of functions: signal strength, transmission, local service registration, armed/disarmed, AC/battery, on/off.
- Custom User Templates
  Easier configuration remotely or locally.
  Optimized for water and wastewater
  pump applications.
- On-Demand Custom Reporting
  System alarm and status reports, including battery and charging/discharging status.
  Data exports with customizable ranges.
- Flexible Alarm Notification & M2M Control
  Instant alarm notification by voice, SMS, pager and email. Ability to control locally connected devices.
- Over-the-Air Firmware Updates
  Allows users to update their WRTUs
  remotely no need for a field visit.





## continuous monitoring on-demand reporting unequaled control







wireless, web-based alarm detection and notification system from RACO designed specifically for water and wastewater pump applications

Dependable, real-time alarm monitoring and detection. Highly customizable notification preferences. Around-the-clock status access from almost anywhere. Simple administration of WRTUs, preferences, users, reporting parameters and more.

AlarmAgent.com's real-time report-generation capability is optimized for pump applications. Users can spot clogged or malfunctioning pumps in time to prevent a major disaster. And now users can receive RTU health reports, too.

AlarmAgent.com combines the latest in data communications and wireless technology with the reliability and reputation of RACO's half-century of industry experience.

# web-based interface

## monitor — View real-time system activity on a single, straightforward dashboard.

AlarmAgent.com's user-friendly, webbased interface puts everything you need right at your fingertips. The easy-to-use control panel now allows you to access real-time driven data, including WRTU status, digital channel open / close, analog measurements, pump status and arm / disarm notifications. You can still monitor alarm activity (across multiple stations) and details of alarm acknowledgment activity on demand.



Map-Based System Dashboard Review and access alarms, power failures, communication problems and much more from a single screen. Note: Google Maps 14-based system dishboard shown.

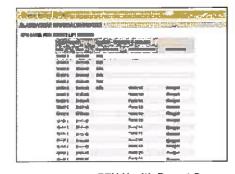


WRTU Status Screen Get the complete status of your WRTUs anytime.

### report - Generate comprehensive reports on demand with just the click of a mouse.

AlarmAgent.com gives you immediate access to the custom reporting you need, so creating your reports is simple. We've made it easier than ever for you to generate comprehensive reports and pump station analyses. The collected data can be analyzed to optimize system efficiency for your operation. The on-screen interface provides customizable ranges, which allow you to view your data as you specify.

With a few simple clicks, your interface will produce your selected reports on demand, including digital reading, analog reading, pump runtime, pump GPM, pump starts ratio, pump station flow, pump performance, arm / disarm events, WRTU commands, real-time channel status, template reports and RTU health reports.



RTU Health Report Screen View the unit's operation statistics, such as how long a system has been armed, signal strength,

### and power and battery status in one report.

## **CONFIGURE** — Easily set and administrate the parameters of your system.

AlarmAgent.com provides extreme flexibility for custom configuration. Add stations. Change alarm parameters. Manage users and update their notification preferences. All this functionality and more is possible through clear instructions and drop-down menus that allow you to manage your selections in just seconds.



WRTU Channel Configuration Screen Reconfigure channels in seconds.



Add/Edit User Screen Easily change user permissions and preferences.

# system options

## customizable notification

Today's technology allows people to be reachable wherever they go. That's why AlarmAgent.com's real-time notification features employ all of today's personal and business communications technology — to help you ensure, and document, that your alarms are received and responded to as quickly as possible.

In an alarm condition, AlarmAgent.com will send notification through cell phone, email, landline, pager or SMS.

Recipients may acknowledge these alarm notifications during voice calls or through email responses. Users can also proactively respond using a toll-free number or the AlarmAgent.com system dashboard.

On screen, administrators can easily add users, customize their methods of contact and determine the proper hierarchy for notification.



## flexible service options

AlarmAgent.com provides several advantages over landline-based service, including lower cost, greater reliability, the ability to go where land-based systems can't and no cellular provider contract.

AlarmAgent.com service agreements are completely customizable. You can opt

to receive real-time, periodic or eventdriven data. Your RACO representative will help you determine the right notification frequency for your needs — whether it's daily status reports or up-to-the-second updates. Select your preferred terms of ene-year, two-year, three-year or monthly agreements. A variety of templates make configuration easy. Just choose your application and configure digital input alarms, power failure alarms, analog alarms, reporting details and more.

## wide-ranging applications

- Water & Waste
- Electric Utility
- Building Management
- HVAC & Refrigeration
- Equipment Rentals
- Agricultural
- · Oil & Gas
- And More









## learn more at www.AlarmAgent.com

Visit our website for detailed information such as a full interactive demo, engineering specifications, owner's manual, service agreements, helpful web links and more.

## specifications

#### MODELS

Real-time AlarmAgent.com Wireless Remote Terminal Units (WRTUs) are offered in four different models:

AA-102DCRT AlarmAgent.com WRTU with NEMA 1 enclosure

AA-102DCORT AlarmAgent.com WRTU with open chassis

AA-102NEMART AlarmAgent,com WRTU with NEMA 4X enclosure and phantom antenna

#### ELECTRICAL

Eight Digital Inputs: For connection to dry (unpowered) contacts. Open circuit voltage 5 VDC; closed circuit current 2 mA DC.

Two Universal Signal Inputs: Digital: Open circuit voltage 5 VDC; closed cîrcuit current 2 mA DC.

Analog: 4-20 mA, single ended. Maximum voltage drop 2.5 VDC.

Resolution: 0.1%; absolute accuracy is 0.25%.

Two Relay Outputs: Normally open relays, 0.5-ampere @ 120 VAC Scheduled Relay Operations: Relays can be configured to automatically open / close for time of day.

Manual Relay Operations: Manually turned off/on via the website.

M2M Control Operations: Wherever there is an unacknowledged alarm, relay will energize.

Battery Backup: 24 hours, 12 V @ 1.2 Amp hr

Power Management: System intelligently manages power during power failure.

Power Requirements: User supplied. The WRTU operates on 12-24 VDC power input.

With 12 VDC input, current is 1-ampere peak, 200 mA average.

With 24 VDC input, current is 0,5-ampere peak, 100 mA average.

Battery Charging: Precision voltage controlled to maximize battery life and rapidly recharge the battery after power failure.

Power Fallure: Automatic alarm for external power failure and low battery detection.

Power Consumption: 2 watts nominal

Solar Power: The WRTU is operable directly from a 13.6 VDC solar power unit. Average current is 175 mA or less.

Surge Protection: Digital inputs are opto-isolated and rated at 5,000 V.

Universal inputs are rated at 600 watts.

Power Input is protected to 1,500 watts peak. The fuse is automatically reset.

### **PHYSICAL**

Enclosure:

Open chassls: 9.6° H x 4.0° W x 2.44° D NEMA 1 enclosure: 9.6" H x 4.35" W x 2.75" D NEMA 4X enclosure: 11.5" H x 4.33" W x 5.5" D Mounting Centers:

Open chassis: 3.5" x 5.9375" NEMA 1 enclosure: 3.5" x 6.59375" NEMA 4X enclosure: 4" × 8,75"

Open chassis: 2.4 lbs. w/rubber duck antenna NEMA 1 enclosure: 2.7 lbs. w/rubber duck

NEMA 4X enclosure: 5.5 lbs. w/phantom antenna

#### ENVIRONMENTAL

Temperature Range: Operating, -30-70° C (-22-158° F) Storage, -40+85° C (-40-185° F)

Humidity: 0-95% non-condensing

#### COMMUNICATIONS

Real-time bi-directional WRTU communications are handled by the AlarmAgent.com secure server via the wireless cellular network, AlarmAgent.com features a built-in communication failure alarm and power fallure alarm.

### SYSTEM CONFIGURATION

The WRTU is configurable by two possible means: via dipswitch, or wirelessly via AlarmAgent.com. By selecting from four templates that are optimized for duplex pump stations with or without totalizer and triplex pump stations with or without totalizer, rapid installation and error-proof startup are virtually guaranteed. Three additional templates are available for more general applications.

### ALARM AND SYSTEM MESSAGES

User-defined alarm and system messages are delivered via voice calls, SMS messages, alphanumeric pagers and email to an unlimited number of user-specified destinations. Authorized personnel acknowledge alarms during voice calls via a toll-free number, email or through the AlarmAgent.com website.

### **OPERATOR INTERFACE**

The AlarmAgent.com WRTU includes pushbuttons to lum the unit on or off, to arm or disarm the unit, to cause a special test call to be generated, and a digital input "accept" function to assist in the setup of the WRTU.

LEDs are used extensively throughout to indicate the status of the following subsystems: AC power status, battery status, network service availability, a 10-segment LED bar graph for service signal strength, actively transmitting, test report, customer account status, template setting status, Individual input channel state, individual relay output state, and if any channels have exceeded their daily limit of transmissions.

### WARRANTY

Three-year parts and labor warranty, FOB factory, Emeryville, Calif.

### FIRMWARE UPGRADES

AlarmAgent.com WRTU firmware is over-the-air upgradeable.

For information on accessories, go to alarmagent.com/products services.htm

## why RACO?

Since 1948, RACO has built a reputation for reliability, innovation and customer service. We look for the latest breakthroughs and insist that they meet our standards before introducing them to our customers.

We are proud to put our name on AlarmAgent.com. It joins our complete range of alarm detection and notification systems that are ideal for a variety of applications. From the latest innovations to the trusted industry standards. RACO has a solution to fit your needs.

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- Product Info
- Order Online
- Manual
- Tech Support

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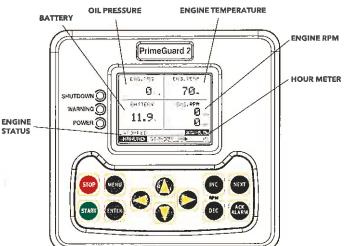
# Godwin PrimeGuard 2 Controller

WITH FIELD SMART TECHNOLOGY

Godwin's diesel-driven automatic Dri-Prime® pumps include the Godwin PrimeGuard 2 automatic level controller, standard on all electronic diesel engines and available for mechanical diesel engines. PrimeGuard 2 is designed for use with diesel engines – up to and including Final Tier 4 – to communicate with the Engine Control Unit (ECU). The Godwin PrimeGuard 2 is a fully programmable microprocessor engine control system that allows for inputs from flow meters, level transducers, pressure transducers or standard floats. Using any of these systems, your Godwin Dri-Prime pump can start and stop automatically with no operator intervention required.

### **Features**

- High performance, state-of-the-art, touch sensing digital controller
- Manual, automatic, or remote starting capabilities
- Security levels allow limited to full access of controller functionality
- Includes eight programmable relays and 66 selectable features, including pump running, pump failure, and others
- RS-485 communication ports enable communication with SCADA and other alarm equipment
- Capable of being run by pressure/level transducer with backup float switch operation

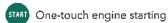


Default "Home" screen illustrated above.



- Maintains an "event history" of all warning alarms (up to 32)
- User can pre-set engine rpm to maintain flow and head parameters when running unattended
- Tracks oil and filter usage and alerts operator when replacement is recommended
- Diesel engine warm up/cool down cycle available
- Real-time clock with battery back-up
- For interim and Final Tier 4 diesel engines, shows level of soot in the diesel particulate filter (DPF) and if engine needs regeneration. When the filter needs regeneration, the Godwin PrimeGuard 2 can be used to initiate the cycle.

Godwin PrimeGuard Controller Basic Operation





Decrease RPM



One-touch engine stopping



Exits parameter menu screen returns to engine status display



Directional arrows for screen navigation and data input



Acknowledges alarms





Enters selected data



Increase RPM



### Remote Monitoring and Control

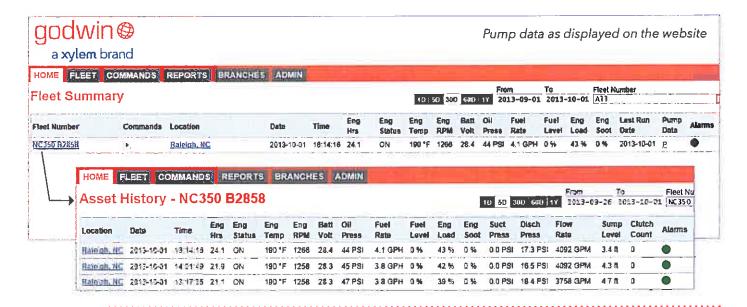
Field Smart Technology expands the PrimeGuard's functionality by collecting engine and pump data in one-minute intervals. Data is transmitted to a password protected website for viewing and reporting. FST communicates through both cellular and satellite networks to provide a reliable connection in the most remote locations. FST allows users to start and stop units and displays the same information that is shown on the PrimeGuard 2 panel so operators know exactly what their remote equipment is doing. These features allow for the optimal use of labor and can eliminate the need for on-site pump watch.



### **FST Features and Benefits**

- Monitor engine and pump parameters
  - Troubleshoot remotely with ECU codes
  - Ensure proper system operation
  - Bypass without pump watch
- Start and stop remotely for improved system control
- Cellular and satellite communication offers a reliable and strong connection

- Log data and hours for accurate, easy reporting
- Alarm for engine off/on, and failure
- Automatic geofence alerts with streamlined tracking
- Integrate with asset management software to manage equipment from a single platform





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