



**LEXINGTON**

**Bid 67-2024 Addendum 1  
Evoqua Water Technologies LLC  
Supplier Response**

**Event Information**

Number: Bid 67-2024 Addendum 1  
Title: Odor Control Scrubber System Refurbishment  
Type: Competitive Bid  
Issue Date: 4/24/2024  
Deadline: 5/13/2024 02:00 PM (ET)

## Evoqua Water Technologies LLC Information

Address: 2650 Tallevast Road  
Sarasota, FL 34243  
Phone: (941) 355-2971  
Fax: (941) 359-7985  
Web Address: www.evoqua.com

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

Thomas R. Wilson, P.E.

*Signature*

Submitted at 5/13/2024 01:27:25 PM (ET)

municipalservices@xylem.com

*Email*

## Response Attachments

### Bidpackage Final 5.13.24.pdf

Bid Documents

## Bid Lines

1	Lump sum for all work, equipment and materials.	Quantity: <u>  1  </u>	UOM: <u>Lump Sum</u>	Price: <input type="text" value="\$151,461.00"/>	Total: <input type="text" value="\$151,461.00"/>
---	---	------------------------	----------------------	--	--

**Response Total: \$151,461.00**

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
DIVISION OF PROCUREMENT

**ADDENDUM #1**

Bid Number: #67-2024

Date: May 6, 2024

Subject: Odor Control Scrubber System  
Refurbishment

Address Inquiries to:  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

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

Opening date has been extended until May 13, 2024 at 2:00 PM EST.

Bid Specifications state:

3. Replace media, if recommended post acid wash by Original Equipment Manufacturer (OEM).

Change to:

3. Replace media and post acid wash by Original Equipment Manufacturer (OEM) are required.

Todd Slatin, Director  
Division of Procurement

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 submittal.

COMPANY NAME: Evoqua Water Technologies LLC

ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243

SIGNATURE OF BIDDER: 





**LEXINGTON**

**Lexington-Fayette Urban County Government**

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: April 24, 2024

**INVITATION TO BID #67-2024 Odor Control Scrubber System Refurbishment**

**Bid Opening Date: May 8, 2024**

**Bid Opening Time: 2:00 PM**

Address: 200 East Main Street, Lexington, Kentucky 40507

Type of Bid: Firm Bid

Pre Bid Meeting: None

Pre Bid Time:

Address:

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **05/08/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: 645 West Hickman Plant Road Nicholasville, Ky.

**Bid Security and Performance Bond Required for all bids over \$50,000.**

<b>Check One:</b>	<b>Proposed Delivery:</b>
<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>56</u> days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> * Yes <input type="checkbox"/> No	

\*There is a 3% fee

Submitted by: Evoqua Water Technologies LLC

*Firm Name*

2650 Tallevast Road

*Address*

Sarasota FL 34243

*City, State & Zip*

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

Signature of Authorized Company Representative – Title

Thomas R. Wilson, P.E. - V.P. & G.M.

*Representative's Name (Typed or printed)*

941-359-7930 941-359-7985

*Area Code - Phone – Extension* *Fax #*

municipalservices@xylem.com

*E-Mail Address*

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

**AFFIDAVIT**

Comes the Affiant, Thomas R. Wilson, P.E., and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught.

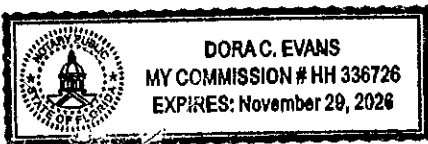


STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was subscribed, sworn to and acknowledged before me by Thomas R. Wilson, P.E. on this the 13 day of May, 2024

My Commission expires: 11/29/26



Dorac Evans  
NOTARY PUBLIC, STATE AT LARGE

*Please 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 [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

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 friendly 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 [www.Greenseal.org](http://www.Greenseal.org) 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  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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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 any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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 5 percent of the bid price must be attached hereto for bids greater than \$50,000. 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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.
- T. 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 special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

## **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.

### **SPECIAL INSTRUCTIONS TO THE BIDDER**

#### **(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Procurement to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

## EQUAL OPPORTUNITY AGREEMENT

---

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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 disability.*

- 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, veteran status, disability and age.*



\_\_\_\_\_  
Signature Thomas R. Wilson, P.E.

Evoqua Water Technologies LLC  
\_\_\_\_\_  
Name of Business

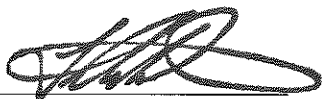
## GENERAL PROVISIONS OF BID CONTRACT

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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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 bid 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

21. 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 Thomas R. Wilson, P.E.

5/13/24

Date



**WORKFORCE ANALYSIS FORM**

Name of Organization: Evoqua Water Technologies LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	1															
Professionals																	
Superintendents																	
Supervisors	2	2															
Foremen																	
Technicians	2	2															
Protective Service																	
Para-Professionals																	
Office/Clerical	3		3														
Skilled Craft																	
Service/Maintenanc																	
<b>Total:</b>	<b>8</b>	<b>5</b>	<b>3</b>														

Prepared by: Ashleigh Richey, Human Resources Partner  
 (Name and Title)

Date: 5 / 13 / 2024  
 Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other---any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Sheila Eagle	<a href="mailto:Sheila.Eagle@ky.gov">Sheila.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbec.org">janet@nwbec.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488





**LEXINGTON**

**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 67-2024

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Andre Williams Williams Distribution, LLC Office: 317-749-0006 Cellular: 317-460-9901 E-mail: <a href="mailto:awilliams@williamsdistllc.com">awilliams@williamsdistllc.com</a>	DBE/MBE	Chemical Supply	\$1,170.40	0.8%
2.				
3.				
4.				

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

Evoqua Water Technologies LLC  
Company

5/13/24  
Date

  
Company Representative Thomas R. Wilson, P.E.

V.P. & G.M.  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 67-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Evoqua Water Technologies LLC  
Company

5/13/24  
Date

  
Company Representative Thomas R. Wilson, P.E.

V.P. & G.M.  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 67-2024

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

Company Name Evoqua Water Technologies LLC	Contact Person Thomas R. Wilson, P.E.
Address/Phone/Email 2650 Tallevast Road Sarasota, FL 34243 municipalservices@xylem.com	Bid Package / Bid Date 67-2024 / 5/13/2024


MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Williams Distribution, LLC	Andre Williams	Office: 317-749-0006 Cellular: 317-460-9901 E-mail: <a href="mailto:awilliams@williamsdistllc.com">awilliams@williamsdistllc.com</a>	5/9/24	Chemical Supply	Phone and email	\$1,170.40	MBE / DBE	

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

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

Evoqua Water Technologies LLC  
Company

5/13/24  
Date

  
Company Representative Thomas R. Wilson, P.E.

V.P. & G.M.  
Title



**Williams Distribution LLC**  
A Chemical Distribution Company

# Quote

*The 4C Approach to Distribution*

P O Box 80095	Date: 5/10/2024
Indianapolis, IN 46280	Quote#
Office- 317.749.0006	Customer ID:

Contact Name	David L. Morano
Company	Xylem co West Hickman WWYP
Address	645 West Hickman Plant Road
City, State, Zip	Nicholasville, KY 40356
Phone#	941 320-5828

Quotation valid until:  
Prepared by: A Williams

Comment or Special Instructions:

SDS & Specification Sheet available upon request.

Sales Rep.	PO Number	Ship Date	Ship Via	F.O.B. Point	Terms
AW	TBA	TBA	Best Way	Delivered	Net 30

Quantity	Description	Unit Price	Taxes	Amount
4 Drums	Hydrochloric Acid 20 BE (532LB Drum)	\$292.60/DR	N/A	\$1,170.40
WD Product #				
WD Product #				
WD Product #				
WD Product #				

## Williams Distribution, LLC. TERMS AND CONDITIONS OF SALE

1. **SALE OF PRODUCTS.** Buyer, from time to time, may issue a purchase order or a release under a blanket purchase order, for goods ("Products") from Williams Distribution, LLC. ("Seller"). Acceptance of any purchase order or blanket purchase order is subject to credit approval by Seller and acceptance of the order by Seller via written confirmation (email or fax).
2. **TERMS AND CONDITIONS OF SALES.** If Buyer and Seller have entered into a separate written agreement of any kind (an "Agreement"), these Terms and Conditions of Sale ("T&C's") shall control to the extent that they are not in conflict with the other Agreement. If Buyer and Seller do not have a separate agreement, then these T&C's constitute the agreement between Buyer and Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER AND ABSENT A SEPARATE SIGNED AGREEMENT, BUYER CONFIRMS THAT THESE T&C'S SHALL GOVERN ALL PURCHASES OF PRODUCTS BY BUYER FROM SELLER, AND NO CHANGES OR ADDITIONS OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER RECEIVED BY SELLER OR OTHERWISE) WILL CHANGE THESE T&C'S UNLESS SPECIFICALLY ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE T&C'S VERBALLY.
3. **PRICE AND PAYMENT.** Buyer represents that it is not insolvent, as that term is defined in the Uniform Commercial Code ("UCC"). Buyer further represents that it is solvent at the time it places any purchase order with Seller. Buyer will be subject to credit review. Prepayment maybe required until completion of credit review and management approval. Buyer agrees to pay the prices quoted in the Seller's written order confirmation and is responsible for any additional applicable costs or price changes in effect on the date of shipping, as well as shipping and handling charges, fuel surcharges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Products are covered by it. Payment will be due in U.S. Dollars within thirty (30) days of the invoice date unless otherwise indicated. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase and a 3.52% surcharge will be added to the order total. Buyer agrees to pay a charge on all amounts past due at the rate of 1.5% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's costs of collection, including reasonable attorneys' fees, expenses and court costs, if any, incurred by Seller, and all applicable interest charges.
4. **DELIVERY.** (a) All Product is packaged for ground transportation.  
(b) Buyer shall provide to Seller detailed shipping instructions within a reasonable time prior to shipment. Buyer shall be responsible for any increased costs or delays in delivery resulting from Buyer's failure to supply such instructions in a timely manner.  
(c) Buyer may not withhold payment in the event of delay caused by Buyer.  
(d) All specified delivery dates are Seller's best estimates. Seller reserves the right to modify the delivery dates with notice to Buyer. In the event Buyer requests a change in the scheduled delivery date within three (3) business days of the scheduled shipping date and such change is accepted by Seller, a fee of \$500 may be applied to the order.  
(e) Title and risk of loss shall pass to Buyer at point of delivery if Product is delivered by Seller's truck. If delivery is not by Seller's truck, Seller's title and risk of loss shall pass to Buyer upon delivery to carrier at point of shipment at Seller warehouse as all sales are EXW Seller's Location unless Buyer and Seller agree otherwise in writing.  
(f) In the event Buyer is unable to take delivery of any shipment or refuses delivery of a scheduled shipment, Seller will store the shipment at Buyer's sole risk and expense and payment for shipment and all associated expenses shall immediately become due.  
(g) In instances of bulk carload, tank truck or tank car shipments, shipper's weights shall govern. Unless otherwise specified, packing shall be Seller's standard packing.  
(h) Buyer is responsible for checking all Products to ensure Products are delivered without damage and that the correct volumes, concentration levels and types of Products have been received.
5. **WARRANTIES AND CLAIMS.**  
(a) Seller warrants that at the time and place of shipping from Seller's shipping location,  
(i) if Seller provided specifications for Products or if no specifications are provided by Buyer, then Products shall conform to Seller's specifications or to the industry standard as of the time Products are blended and/or packaged; and (ii) if Buyer provided specifications for Products then Products shall conform to the Buyer's specifications as of the time Products are blended and/or packaged. **THE FOREGOING WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE. SELLER EXPRESSLY EXCLUDES WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, AND WARRANTIES AS TO QUALITY OR CORRESPONDENCE WITH PRIOR DESCRIPTION OR SAMPLE.**  
(b) Buyer acknowledges that on occasion Seller acts as a distributor for Products not branded, and/or handled (third-party direct orders) and/or not packaged by Seller (resale products) and that matters relating to the quality of such Products are not within the Seller's control. **ACCORDINGLY, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS, INCLUDING WARRANTY OF MERCHANTABILITY AND/OR FOR A PARTICULAR PURPOSE.** The Buyer agrees to look solely to seller's third-party suppliers for all claims related to quality or fitness of the product or any portion or ingredient so supplied to Seller. The Manufacturer's warranty may apply.  
(c) Seller will not package, process, sell, resell, certify or offer to package, process, sell, resell or certify Products as Active Pharmaceutical Ingredients ("API") to any entity, either directly or through the use of third parties.  
(d) Seller may, at its sole option, elect to credit Buyer for the purchase price of any non-conforming Product in lieu of replacement.  
(e) Seller assumes no liability for any errors that are caused by the inaccuracy or incompleteness of Buyer-supplied data.  
(f) Replacement of and/or credit for non-conforming Products is subject to and conditional upon: • Buyer's account with Seller being current and in good standing;  
• Seller receiving timely written notice of alleged non-conforming Product from the Buyer;  
• Buyer providing Seller with independent evidence satisfactory to Seller that the Product does not meet specifications and such evidence may include but is not limited to by-products, waste, retains, records, pictures, and other supporting documentation;  
• The provision of samples of the Product for testing;  
• Proof of proper storage of the Product in accordance with Seller's and/or manufacturer's instructions; and  
• Description of Buyer's use of the Product.  
Buyer agrees to hold at no cost to Seller the Product and any alleged non-conforming Product and any resulting waste, by-products, retains, records, pictures, and other supporting documentation pending the investigation and inspection. The conditions of any tests of the Product for conformance with any specifications shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made by or for Buyer.  
(g) Buyer represents and warrants that it will not use any Product, nor a by-product thereof, in any of the following activities and will not perform research using any Product, nor the by-product thereof, for any of the following activities: (i) nuclear use whatsoever, whether developing, designing, manufacturing, constructing testing or maintaining a device, weapon or component or subsystem of a device or weapon; (ii) chemical weapons, weapon systems or other similar military use, or (iii) illicit drug manufacturing or use.  
(h) Buyer represents and warrants there will be no diversion of any shipment that is contrary to any applicable law, including without limitation, the Export Administration Regulations, as amended, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the Office of Foreign Asset Control Regulations.  
(i) If Seller is toll manufacturing or distributing Products for Buyer and Buyer wants Seller to apply Buyer's label to such Products and to transmit such Products with Buyer's safety data sheet ("SDS"), Buyer is solely responsible for ensuring that the content of each SOS and label for its Products is accurate and fully compliant with all applicable federal, state, and local laws, statutes, rules, regulations and ordinances, including, but not limited to, the Hazard Communication Standard (29 C.F.R. § 1910.1200) promulgated by the Occupational Safety and Health Administration ("OSHA"), as well as any parallel regulation adopted or promulgated by an OSHA-approved state occupational safety and health plan. Although Seller may provide feedback and information relating to Buyer's SDS and/or label, this is not a substitute for, nor should be taken as, legal advice. Buyer acknowledges that it remains solely responsible for consulting with legal and/or regulatory advisors and/or counsel as needed in order to ensure it provides Seller with an accurate and legally compliant SDS and label to apply to Products to be toll manufactured or distributed by Seller. **SELLER ASSERTS NO WARRANTIES OR REPRESENTATIONS IN RELATION TO ANY FEEDBACK OR INFORMATION PROVIDED**

TO BUYER CONCERNING THE CONTENT OF ANY SDS AND/OR LABEL FOR TOLL MANUFACTURED OR DISTRIBUTED PRODUCTS, AND SELLER HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE OUT OF BUYER'S USE OR

MISUSE OF SUCH FEEDBACK OR INFORMATION. Seller retains the right to reject a purchase order from Buyer for toll manufactured or distributed Products if Seller reasonably believes the SDS or label provided by Buyer fails to comply with any applicable law, and after being notified of such by Seller, Buyer fails or refuses to adequately address and/or correct the issue(s) raised by Seller.

(j) Buyer assumes all risk for use and/or misuse of the Products.

(k) THE WARRANTY IN THIS SECTION 5 CONSTITUTES THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE OBLIGATION WITH RESPECT TO PRODUCTS PURCHASED HEREUNDER. THIS WARRANTY ONLY APPLIES TO THE ORIGINAL PURCHASER OF THE PRODUCTS.

#### 6. LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) BUYER ACKNOWLEDGES THAT THE PRODUCTS SOLD UNDER THIS AGREEMENT ARE OR MAY BE SUSPECTED TO BE HAZARDOUS TO HUMAN HEALTH AND BUYER ASSUMES ALL RISK AND LIABILITY FOR THE USE (OR MISUSE) OF THE PRODUCTS. BUYER SHALL FAMILIARIZE ITSELF AND KEEP INFORMED (WITHOUT RELIANCE ON SELLER) WITH RESPECT TO ANY HAZARDS TO PERSONS OR PROPERTY INVOLVED IN HANDLING AND USING THE PRODUCTS AND THE CONTAINERS IN WHICH SUCH PRODUCTS ARE SHIPPED. BUYER SHALL ADVISE ITS EMPLOYEES, INDEPENDENT CONTRACTORS, AND OTHERS WHO HANDLE AND USE THE PRODUCTS FOR BUYER AND SHALL TAKE SUCH ACTION AS IS REASONABLY NECESSARY TO ADVISE OTHERS, INCLUDING WITHOUT LIMITATION THE CUSTOMERS OF THE BUYER, WHO ARE FORESEEABLY THE ULTIMATE USERS OF THE PRODUCTS, OF THE SUSPECTED OR PROVEN HAZARDS OF THE PRODUCTS.

(b) BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE, SALE OR RE-SALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL OR SAFETY ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYER'S SOLE RISK.

(c) DUE TO WHAT MAY BE THE HAZARDOUS NATURE OF THE PRODUCTS SOLD HEREUNDER, IT IS RECOGNIZED THAT THE BUYER PURCHASES SUCH PRODUCTS SOLELY AT THE BUYER'S RISK, AND THAT IN NO EVENT SHALL THE SELLER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, AND BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER, ITS SUBSIDIARIES, AFFILIATED COMPANIES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY, "SELLER'S RELATIVES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS AND EXPENSES ARISING OUT OF SUCH USE, HANDLING, STORAGE, SALE OR RE-SALE OF THE PRODUCTS.

(d) BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER RELATIVES' TOTAL LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY, DEFENSE OR OTHERWISE SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HEREBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PURPOSE, THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUGS AND COSMETIC ACT OR OTHER APPLICABLE LAW.

7. EVENTS BEYOND SELLER'S CONTROL. Seller shall not be responsible if events beyond Seller's control occur make it impossible or commercially unreasonable for Seller to perform, including so-called "Acts of God" or "force majeure" events, vendor delays, and raw material shortages. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

8. EXPORTS. Buyer is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export or re-export of any Products purchased from Seller. Buyer shall ensure that Products Buyer receives from Seller are exported by Buyer only in compliance with applicable laws, including U.S. Export Administration Regulations. The Products may not be resold to, disposed of, or transported on or by a carrier owned, flagged, leased, or chartered by, any country, person or entity which would cause Seller to be in violation of or be penalized by the United States or other applicable economic sanctions laws. Buyer certifies that it will not use, or knowingly support the use by others of, such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons, land mines or ballistic missiles.

9. TERMINATION; SUSPENSION. Seller may terminate this agreement or adjust Buyer's payment terms effective immediately upon written notice to Buyer in the event (a) Buyer fails to pay any Seller invoice, within the time provided in this agreement (b) Buyer generally fails to pay its debts as they become due, (c) Seller reasonably believes Buyer's creditworthiness has deteriorated or Buyer is insolvent (whether based on the reasonable belief by Seller that Buyer's liabilities exceed its assets; the existence of a bankruptcy or reorganization, assignment for the benefit of creditors or other similar proceeding involving Buyer; a liquidation of a significant portion of the assets of Buyer; or otherwise) and (d) a sale of a majority of the assets, or a change of control of the ownership, of Buyer. If Buyer is in default hereunder, including failure to pay invoices, Seller may suspend shipments of Product, require cash in advance of deliveries and/or reduce payment terms until all invoices are current and Seller receives adequate assurance of future performance.

10. RETURNABLE CONTAINERS. BUYER ACKNOWLEDGES AND AGREES THAT ALL RETURNABLE CONTAINERS SHALL REMAIN THE PROPERTY OF SELLER AND SHALL NOT BE USED BY BUYER FOR PURPOSES OTHER THAN THE STORAGE OF PRODUCT DELIVERED THEREIN BY SELLER. Buyer undertakes to return such containers to Seller promptly when empty, but in no event later than thirty (30) days from the date of delivery. Buyer shall pay Seller's container deposit charges as established by Seller from time to time, and Seller shall remit to Buyer the amounts of such deposit when making return of the empty containers, provided they are returned to Seller in good and reusable condition (normal wear and tear excepted) within thirty (30) days of delivery, or the deposit shall be forfeited and retained by Seller. In addition to the forfeiture of the deposit, Buyer shall be liable to Seller for an amount equal to the difference between the deposit and the replacement costs of any returnable container that is not returned to Seller. Buyer accepts sole responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify and save Seller harmless from and against any and all claims, losses, damages, fines or expenses arising from Buyer's handling, use, storage, transport or disposal of any container and its contents.

11. BULK/TANK FULL RETURNS. If Buyer rejects all or any portion of Product that complies with specifications at time of delivery at Buyer's designated location (including but not limited to a rejection due to Buyer's lack of storage capacity), Buyer will be liable for: (i) freight and handling fee to cover all associated expenses related to the rejected delivery and return of Product to Seller's facility; and (ii) a diversion/disposal fee. Seller reserves the right to reduce the quantity of Product ordered by Buyer on future purchase orders for recurring incidents.

#### 12. GENERAL.

(a) Cancellation of any order or return of any Product determined non-conforming by Seller will be subject to acceptance by Seller and to a restocking charge in accordance with Seller's policy then in effect.

(b) Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these T&C's.

(c) Failure by either party, at any time or from time to time, to require the performance by the other of any term hereof shall not constitute a waiver of such term or provision.

(d) The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law.

(e) Buyer may not assign, delegate or transfer any rights or obligations governed by these T&C's without the prior written consent of Seller.

(f) Notice shall be deemed properly given if sent by email, facsimile, overnight courier mail, hand-delivered, or registered mail with return receipt. A safety data sheet ("SDS") shall be deemed properly given if sent via mail or electronic mail.

(g) Seller shall be entitled to reference Buyer as a customer of Seller and utilize photographs of Buyer's applications utilizing Seller's products in Seller's marketing materials.

(h) These T&C's, as well as any other Agreement between Buyer and Seller, shall be governed by the substantive law of the State of Indiana without giving effect to its conflicts of laws principles. The exclusive venue for any suit or claim between Buyer and Seller arising out of or relating to the Agreement and/or the T&C's, shall be Indianapolis, Indiana. The United Nations Convention on the International Sale of Goods shall not apply.

(i) Buyer waives all warranty claims unless made in writing and delivered to Seller within thirty (30) days after receipt of Product. Any action on behalf of Buyer for breach of contract must be commenced within one (1) year after the cause of action has accrued.

(j) These T&C's shall be binding on the parties and their permitted assigns, heirs, executors and personal representatives.



# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # 67-2024

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract # N/A	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Evoqua Water Technologies LLC  
Company

5/13/24  
Date

  
Company Representative Thomas R. Wilson, P.E.

V.P. & G.M.  
Title



**eVOQUA**  
WATER TECHNOLOGIES

EVOQUA WATER TECHNOLOGIES

12310 World Trade Drive

TELEPHONE 858-924-8755

Suite 108

FACSIMILE 858-487-5600

San Diego, CA 92128

### Good Faith Efforts – MWDBE Participation

**Company Name**

**Approach**

Kem Krest LLC

Called and got a non-working voicemail box, emailed customer service 5/9/2024 @ 1:40 PM

Clint Chemical & Janitorial Supplies, Inc.

Called several times and got a laugh track, emailed [angela@clintchemicals.com](mailto:angela@clintchemicals.com) 5/9/2024 @ 1:30 PM

Williams Distribution, LLC

Spoke with Williams, they will provide a quote. 05/09/2024 @ 1:50 PM.



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 67-2024

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

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

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

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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

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

Evoqua Water Technologies LLC

Company

5/13/24

Date



Company Representative Thomas R. Wilson, P.E.  
V.P. & G.M.

Title

AMENDMENT 1 —  
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,  
INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:


- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

  
\_\_\_\_\_  
Signature Thomas R. Wilson, P.E.

\_\_\_\_\_  
5/13/24  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable 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, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO



COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/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 LFUCG in order to protect LFUCG 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 or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$3 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG 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.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT 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 THE RESPONSE 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 BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

### Right to Review, Audit and Inspect

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

### **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

**LP-3500 Odor Control Scrubber System Refurbishment**  
**West Hickman WWYP**  
**645 West Hickman Plant Road**  
**Nicholasville, KY (859) 40356**

The LP-3500 chemical scrubber at West Hickman WWTP is in need of refurbishment. Over the last several years, it has been operated with a proprietary chemical and Lexington now wants to switch back to the original operating system (sodium hydroxide and sodium hypochlorite). Below is a list of items requiring attention. Inspection of system must be undertaken prior to bid by any prospective bidders. An inspection report must be included in the bid response to demonstrate understanding of scope of work.

All inspections must be coordinated with  
Tom Hilbrand,  
Chief Plant Operations Manager  
(859) 425-2414

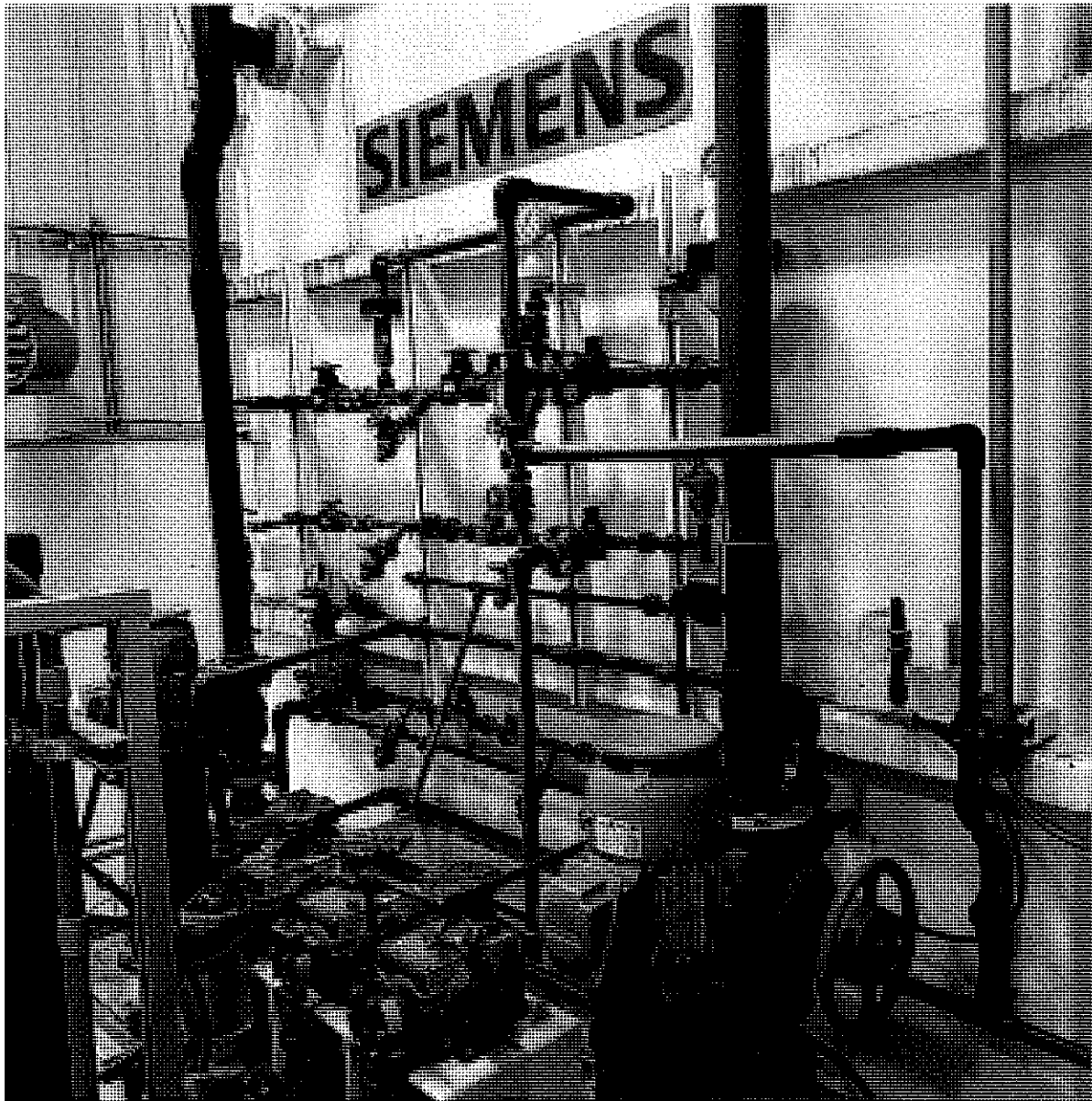
At a minimum, the Scope of Work includes the following:

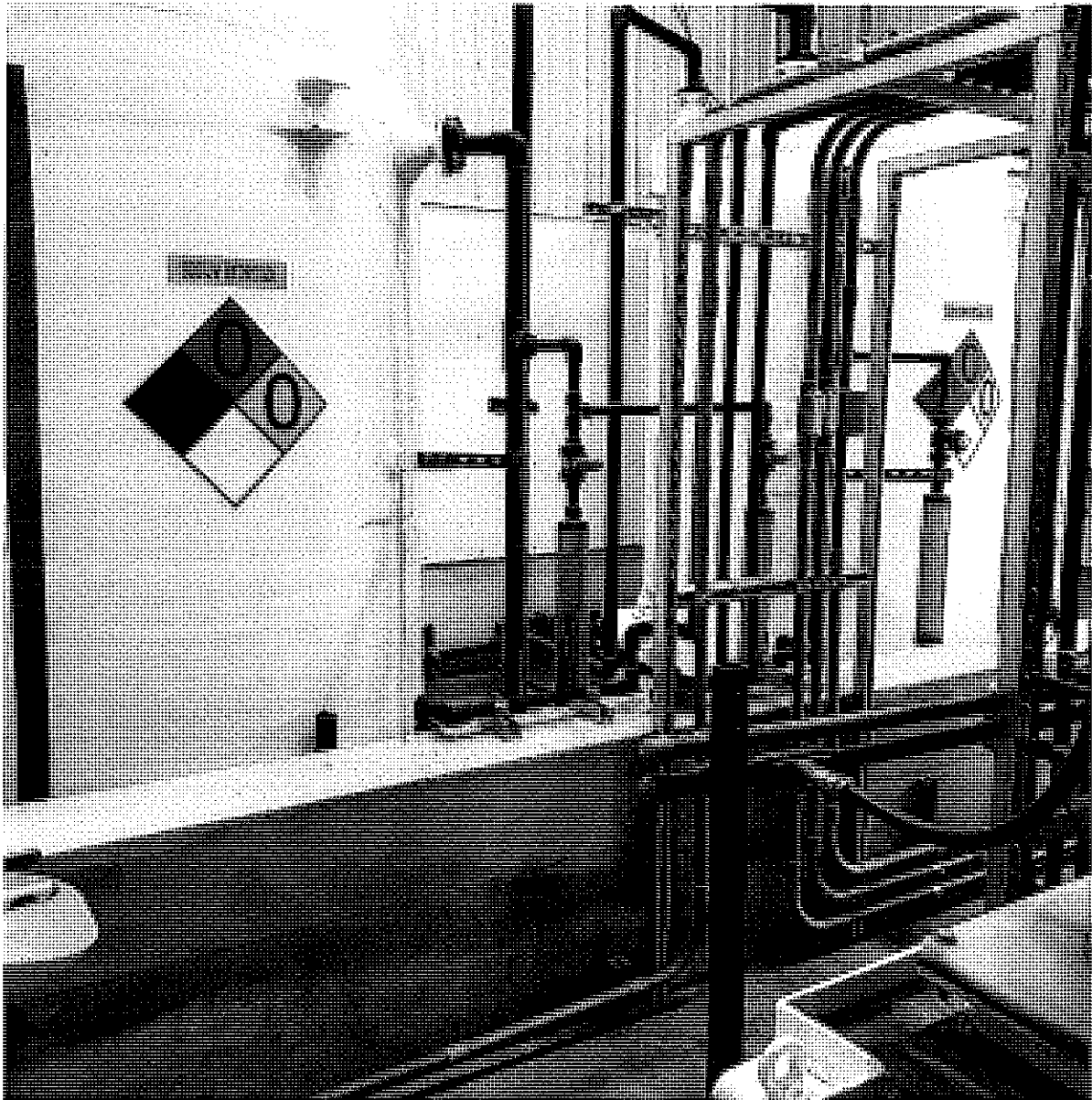
1. Acid wash system to remove all buildup and inspect the internal sump area for any Fiber Reinforced Plastic (FRP) defects.
2. Inspect the spray nozzles for proper coverage of packing media.
3. Replace media, if recommended post acid wash by Original Equipment Manufacturer (OEM).
4. Replace all gaskets on manways.
5. Replace chemical pumps and motors.
6. Replace chemical piping per OEM recommendation.
7. Confirm operation and condition of recirculation pumps.
8. Replace the recirculation pump piping, valves, instrumentation, etc., per OEM recommendation.
9. Replace rotameters and makeup water piping, valves etc.
10. Replace chemical metering discharge piping and modify injection point into the sump, as recommendation from OEM.
11. Replace pH and ORP probes and controllers. Calibrate new instruments.
12. The control panel is missing a Dart control board – replace missing Dart control board and program / commission as necessary.
13. Supply and Install new Fan P-traps.
14. Replace both drain/Overflow piping arrangements.
15. Replace sump lo-level switches.
16. Replace fan belts.
17. Replace sight tubing on both chemical tanks.

18. Rinse and clean both chemical tanks
19. Check condition and operation of the chemical tank level transmitters. Reprogram as required for correct operation.
20. Check condition and operation of the chemical tank program controllers on electrical control panel.
21. Check electrical panel and all functions.
22. After system repairs / modification are completed, restart & recommission system per OEM recommendations.
23. Provide O&M documentation for any updated equipment.
24. Provide operator training by a factory-trained technician.

Total Cost to Complete this Project \$ 151,461.00

EQUIPMENT PHOTOS





# SIEMENS

## LOPRO

**EQUIPMENT MODEL #** LP-2000  
**EQUIPMENT #** OCS-130 (2032-50037) 30051  
**CONTENTS** UP TO 5% NaOH, NaOCl  
**DESIGN PRESSURE** + 10.5" WC  
**TEMPERATURE** AMBIENT (50 - 120° F)  
**RESIN** PETRON 302  
**CORROSION BARRIER** 700 MIL  
**SIZE** 8' 0" L x 6' 0" W  
**HEIGHT** 12' 0" (EXCLUDES STACK)  
**WEIGHT (Dry)** ~ 5,500 LBS.  
**APPLICATION** ASH TANK  
WEST NICKMAN WWTP  
NICHOLASVILLE, KY

**DATE** APRIL 2014

**CONTACT:**

SIEMENS WATER TECHNOLOGIES, LLC  
SILICON VALLEY DIVISION  
10000 N. DEER CREEK  
SANTA CLAY, CA 94598  
PHONE: 925.437.4370

115 PARKWAY, SUITE 400  
115 PARKWAY, SUITE 400

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
EVOQUA WATER TECHNOLOGIES LLC  
2650 Tallevast Road  
Sarasota, FL 34243

**SURETY:**

(Name, legal status and principal place of business)  
LIBERTY MUTUAL INSURANCE COMPANY  
175 Berkeley Street  
Boston, MA 02118

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

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

**OWNER:**

(Name, legal status and address)  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Lexington, KY 40507

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)  
Invitation To Bid #67-2024 Odor Control Scrubber System Refurbishment

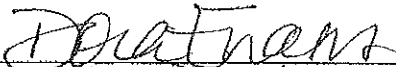
Project Number, if any:

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

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

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

Signed and sealed this 9th day of May, 2024

  
(Witness) Dora Evans

EVOQUA WATER TECHNOLOGIES LLC

(Principal)

  
(Title)

(Seal)

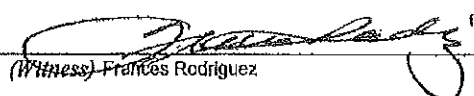
V.P. + G.M.  
THOMAS R. WILSON, RE.

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

  
(Title) Anne Potter, Attorney In Fact

(Seal)

  
(Witness) Frances Rodriguez

SEAL  
25 MAY 2024





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210937- 015009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debra A. Doming, Sandra Diaz, Vilma Gonzalez, Peter Healy, Pablo Garcia Horcajo, Jennifer L. Jakaitis, Francesca Kazmierczak, Aklina Noorhassan, Anne Potter, Frances Rodriguez, Valerie Spates, Susan A. Welsh, Beverly A. Woolford

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2026
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV-- OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of May, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**LIBERTY MUTUAL INSURANCE COMPANY**  
**FINANCIAL STATEMENT – DECEMBER 31, 2023**

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$1,850,245,073.00	Unearned Premiums..... \$10,298,963,305.00
*Bonds – U.S Government.....\$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds.....\$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks.....\$19,937,271,802.00	Reserve for Dividends to Policyholders..... \$1,310,198.00
Real Estate.....\$122,228,711.00	Additional Statutory Reserve..... \$296,126,000.00
Agents' Balances or Uncollected Premiums...\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities..... \$7,622,413,466.63
Accrued Interest and Rents..... \$186,906,667.00	<b>Total..... \$47,428,064,363.63</b>
Other Admitted Assets.....\$15,677,869,683.63	Special Surplus Funds..... \$209,508,767.00
<b>Total Admitted Assets.....\$70,891,553,519.63</b>	Capital Stock..... \$10,000,075.00
	Paid In Surplus..... \$13,834,867,468.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders..... \$23,463,489,156.00
	<b>Total Liabilities and Surplus..... \$70,891,553,519.63</b>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



*Timothy A. Mikolajewski*  
\_\_\_\_\_  
Timothy A. Mikolajewski, Assistant Secretary



EVOQUA WATER TECHNOLOGIES  
12310 World Trade Drive TELEPHONE 858-924-8755  
Suite 108 FACSIMILE 858-487-5600  
San Diego, CA 92128

3/26/24

Evoqua Water Technologies West Hickman Project # 2033/000277

Re: Inspection of LO/PRO multistage odor control chemical scrubber systems.

Evoqua personnel were on site on March 26, 2024, to inspect two LO/PRO odor control systems: an LP-3500 servicing the ASH tank and an LP-7080 servicing the solids facility. The following are a list of items identified to bring the systems up to OEM operational performance.

#### **LO/PRO model LP-3500 Odor Control Scrubber System**

External inspection and operational inspection performance as feasible based on current system operational status. Inspected upper internals of the scrubber. Significant sulfur buildup observed. Stage # I packing and mist eliminator looks to be in good condition despite sulfur buildup. Acid wash should remedy this situation. Chemical pumps have been removed / disabled and need replacing. Other piping and components broken as outlines below. Current operation is only utilizing one stage of the multi-stage scrubber, potentially contributing to the low H<sub>2</sub>S removal observed.

Recommended work is as follows:

1. Requires an acid wash on system to remove all buildup and inspect the internal sump area any FRP defects. Inspect the spray nozzle for proper coverage post acid wash.
2. Replace all gasket on manways.
3. Replace chemical pumps and motors as there were not able to work when we were there. All the chemical pump motors were removed and missing many check valves.
4. The recirculation pumps were working and seem to be in good shape.
5. The recirculation pump piping on the discharge will need to be replaced as stage # 3 has a crack in the fittings.
6. The recirculation pump pressure gauges will need to be replaced as they are no longer on the system.
7. The makeup water rotameters and piping will need to be changed as one of the rotameters are missing and the other is in bad shape.
8. The chemical metering discharge piping will need to be changed and simplified. Recommending to relocate the injection point into the sump.
9. The pH and ORP probes will need to be replaced and calibrated.
10. The pH and ORP controller should be replaced as they are difficult to read.
11. The control panel is missing a Dart control board and needs to be replaced.



EVOQUA WATER TECHNOLOGIES  
 12310 World Trade Drive TELEPHONE 858-924-8755  
 Suite 108 FACSIMILE 858-487-5600  
 San Diego, CA 92128

12. Install new Fan P traps.
13. Replace both drain/Overflow piping.
14. Replace fan belts as they are slipping on startup.
15. Replace site tubing on both chemical tanks.
16. Replace sump low level switches.
17. Rinse and clean both chemical tanks
18. The level transmitter will need to be check and program for correct operation.
19. The chemical tank program controller on electrical control panel will need to be checked for proper operation.
20. Check electrical panel and all functions. Ran stage # 1 pump and fan check for amps.
21. After system modification are completed restate system.  
 See information listed below.

Fan amps with pump running	L1=4	L2=4	L3=3.8
Pump amps for stage # 2	L1=10.7	L2=10.6	L3=10.1
Pump amps for stage # 1	Could not run as piping was cracked.		
Heater amps	Was not measured as starter/overloads need to be replaced.		
Differential pressure	System 8.0" W.C.	Mist Eliminator 0.25" W.C.	
Water Flow set	Not operational.		
Air flow was not taken as the system was not running properly.			
H2S	Inlet 24 ppm	Outlet 5 ppm	
Note no chemical to operate the system per design specifications was available.			

**LO/PRO model LP-7080 Odor Control Scrubber System**

External inspection and operational inspection performance as feasible based on current system operational status. Inspected lower internals of the scrubber and upper internals of stage 1. Stage 2 could not be observed due to height not accessible safely by ladder. Acid wash required for entire system. Chemical tanks unavailable to test the system beyond fan operation. Note that without liquid in system, the pressure drop is lower than design and the fan is likely running at a higher flow than intended.

Recommended work is as follows:

1. Perform a complete the acid wash on system as there is excessive buildup in stage #2/3. After acid wash check spray nozzles for correct spray pattern. Check mist eliminators.
2. Install new chemical metering pumps and motors as we were unable to check their operation and they have been sitting not operation for extended time.
3. We bumped the recirculation pumps and they operate, but there was no water in vessel sumps and could not completely run the pumps. Need to be tested again with water.



**eVOQUA**  
WATER TECHNOLOGIES

EVOQUA WATER TECHNOLOGIES

12310 World Trade Drive

Suite 108

San Diego, CA 92128

TELEPHONE 858-924-8755

FACSIMILE 858-487-5600

4. Pump discharge piping needs new piping and Evoqua can propose recommendation for the simplification of the design to closer match OEM specification (original piping was a bid specification design with additional, unnecessary complexity).
5. The chemical metering discharge piping will need to be change and simplified and injected into the sump. This should be per Evoqua Water Technologies standard design.
6. Need new differential pressure gauges and tubing with fittings.
7. Replace makeup water rotameters and piping.
8. Replace pressure switches.
9. Replace recirculation pump pressure gauges.
10. Replace all gaskets on manways.
11. Replace pH and ORP probes and calibrate them.
12. Replace pH and ORP controllers. Utilize SC200, otherwise SC4500 or YSI.
13. Add a sunshade for the new pH/ORP controller on control panel face.
14. Replace both level switches.
15. City has advised that they can clean chemical tanks and install by scrubber system with new secondary containment.
16. New piping from chemical tanks to inlet chemical pumps will need to be installed. Piping should be run on ground not overhead.
17. Replace Red Lion controller on electrical panel.
18. Level transmitter on chemical tanks need replacement as we could not find the old units.
19. Checked electrical panel and all functions. bump pumps and fan check for amps.
20. Replace gasket on the electrical control panel.
21. Add two sump heaters for freeze protection.

Let me know if you have any questions.

Thank You

Gary Sutch

Field Services Manager

Cell 858-967-5942

Phone 858-924-8755

[Gary.sutch@xylem.com](mailto:Gary.sutch@xylem.com)