



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 16, 2016

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

Bid Opening Date: March 30, 2016 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **3/30/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various LFUCG Divisions

Bid Security Required: ___ Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___ Yes No

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
Procurement Card Usage —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? _____ Yes <input checked="" type="checkbox"/> No		

Submitted by: Allied Technical Services, Inc.
Firm Name

3460 Mustafa Drive

Address

Cincinnati, OH 45241
City, State & Zip

Bid must be signed:
(original signature)

Chris Sayre - Sales Manager
Signature of Authorized Company Representative - Title

Chris Sayre
Representative's Name (Typed or printed)

513-793-0499 513-793-0665
Area Code - Phone - Extension Fax #

Chris.sayre@alliedpumprentals.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, Chris Sayre, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Chris Sayre and he/she is the individual submitting the bid or is the authorized representative of Allied Technical Services Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "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.

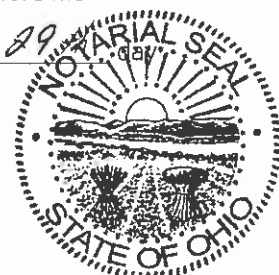
Further, Affiant sayeth naught. Chris Sayre

STATE OF Ohio

COUNTY OF Hamilton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Chris Sayre on this the 29 of March, 2016.

My Commission expires: 1-3-21



DONNA P. LANSING
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Clinton County
My Comm. Exp. 1/3/2021

Donna P. Lansing
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). 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 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 Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

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

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

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

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

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 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 Central Purchasing resulting from this invitation.

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional ~~(4)~~-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes **(Space Checked Applies)**
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

LFUCG Non-Appropriation Clause

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

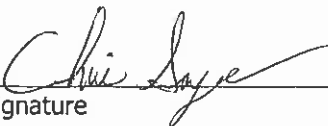
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

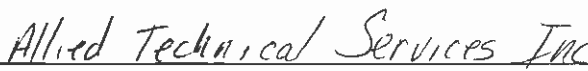
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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


Signature



Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the 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. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

3-29-16
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid 16-2011 – Pumping Services

A. 1.0 DEFINITIONS.

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

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

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

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

3.0 FINANCIAL RESPONSIBILITY

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

4.0 INSURANCE REQUIREMENTS

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

4.1 Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate 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	\$500,000.00

The policies above shall contain the following conditions:

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

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE.

4.3. Renewals

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

4.4. Deductibles and Self-Insured Programs

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

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

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

4.5. Verification of Coverage

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

4.6. Right to Review, Audit and Inspect

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

5.0 **DEFINITION OF DEFAULT**

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

00236666

AS-NEEDED PUMPING SERVICES Scope of Services

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

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

1. General Project Description

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

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

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

2. Scope of Services

Task 1: Work Plan Requirement

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

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

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

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

Task 2: System Requirements

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

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

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

Task 3: Preparation

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

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

FORM OF PROPOSAL

BID SCHEDULES

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

Please write in the unit price bid below:

DESCRIPTION	SIZE	GPM	TOTAL HEAD (ft)	MOUNTING TYPE	UNIT PRICE		
					DAILY	WEEKLY	MONTHLY
Diesel Powered Pumps**	3"x3"	100-400	20-80	Trailer	83.30	249.90	749.70
	4"x4"	150-750	20-80	Trailer	122.55	364.65	1093.95
	4"x4"	250-1750	25-115	Trailer	151.00	453.00	1359.00
	6"x6"	250-1750	25-125	Trailer/skid	189.00	567.00	1701.00
	6"x6"	250-1750	110-250	Trailer/skid	357.00	1071.00	3213.00
	8"x8"	500-3500	50-160	Trailer	307.00	921.00	2763.00
	10"x10"	500-3500	50-160	Trailer	370.00	1110.00	3330.00
	12"x12"	1000-5000	50-100	Skid	482.00	1446.00	4338.00
	12"x12"	1000-5000	60-200	Skid	510.00	1530.00	4590.00
Sound Attenuated/ Diesel Powered Pumps**	4"x4"	150-750	20-80	Trailer	166.00	498.00	1494.00
	4"x4"	150-750	20-80	Trailer	166.00	498.00	1494.00
	6"x6"	250-1750	25-125	Trailer	275.00	825.00	2475.00
	8"x8"	500-3500	50-160	Trailer/skid	369.00	1107.00	3321.00
High Head Diesel Powered Pumps**	4"x3"	500-450	100-300	Trailer	203.00	609.00	1827.00
	4"x3"	400-1400	250-600	Skid	601.00	1803.00	5409.00
	4"x4"	150-750	120-240	Trailer	312.00	936.00	2808.00
	6"x4"	200-1250	100-500	Skid	440.00	1320.00	3960.00
	6"x4"	400-1400	250-600	Skid	702.00	2106.00	6318.00
	8"x6"	600-2300	100-350	Skid	455.00	1365.00	4095.00
	8"x6"	600-1800	250-600	Skid	731.00	2193.00	6579.00
	12"x10"	1000-3000	120-350	Skid	795.00	2385.00	7155.00
Sound Attenuated/ High Head Diesel Powered Pumps**	4"x3"	500-450	100-300	Trailer	275.00	825.00	2475.00
	4"x4"	150-750	120-240	Trailer	445.00	1335.00	4005.00
	8"x6"	600-2300	100-350	Skid	789.00	2367.00	7091.00
Electric Drive Pumps**	4x4	1000	82 (max)	Skid	122.00	365.00	1094.00
	6x6	2200	120 (max)	Skid/Trailer	189.00	567.00	1701.00
	8x8	3100	130 (max)	Skid	350.00	1050.00	3150.00
	12x12	6000	96 (max)	Skid	648.00	1944.00	5832.00
Electric Submersible Dewatering Pumps - single phase	2" (0.5 hp)	10-60	5-30	-NA-	25.00	75.00	225.00
	2" (1.0 hp)	10-75	10-45	-NA-	40.00	120.00	360.00
	2" (0.5 hp)	10-60	10-35	-NA-	21.00	63.00	189.00
	2" (1.0 hp)	10-90	10-60	-NA-	34.00	102.00	306.00
	3" (2.0 hp)	20-100	10-70	-NA-	35.00	105.00	315.00
	3" (2.5 hp)	30-250	10-80	-NA-	43.00	129.00	387.00
	3" (4.5 hp)	100-450	15-60	-NA-	68.00	204.00	612.00
	3"	50-300	10-130	-NA-	68.00	204.00	612.00
Electric Submersible Dewatering Pumps- three phase	3"	50-350	10-160	-NA-	68.00	204.00	612.00
	3" (3.5 hp)	50-300	10-60	-NA-	60.00	180.00	540.00
	4" (5.5 hp)	50-450	20-70	-NA-	74.00	222.00	666.00
	4" (8.0 hp)	100-600	20-85	-NA-	80.00	240.00	720.00
	4" (13.0 hp)	100-900	20-100	-NA-	100.00	300.00	900.00
	6" (16.0 hp)	200-1200	20-110	-NA-	115.00	345.00	1035.00
	6" (30.0 hp)	300-1600	20-150	-NA-	181.00	543.00	1629.00
	6"/8" (60.0 hp / 80.0 hp)	500-2000	30-180	-NA-	234.00	702.00	2106.00
	8"			-NA-			
	10"	500-2200	30-200	-NA-	374.00	1122.00	3366.00

* Mounting type: Trailer/Skid
 -NA- = not applicable

DESCRIPTION	SIZE	GPM	TOTAL HEAD (ft)	MOUNTING TYPE	UNIT PRICE		
					(LAB)	WEEKLY	MONTHLY
Electric Submersible Sludge Pumps - single phase (w/ auto control panel)	3"	20-180	10-55	NA	78.00	234.00	702.00
	4"	30-270	10-80	NA	120.00	330.00	990.00
Electric Submersible Sludge Pumps - three phase (w/ auto control panel)	4"	20-240	10-60	NA	78.00	234.00	702.00
	4"	30-400	20-150	NA	125.00	345.00	1035.00
Gasoline Powered Pumps**	1"	5-90	10-105	SK;d	18.00	54.00	162.00
	2"	25-125	10-95	SK;d	27.00	81.00	243.00
	2"	20-120	10-80	SK;d	27.00	81.00	243.00
	2"	30-170	10-90	SK;d	38.00	114.00	342.00
	2"	20-100	10-100	SK;d	47.00	141.00	423.00
	2.5"	40-200	10-250	SK;d	69.00	207.00	621.00
	3"	50-280	10-300	SK;d	86.00	258.00	774.00
	3"	30-350	10-35	SK;d	51.00	153.00	459.00
	4"	100-350	20-80	SK;d	54.00	162.00	486.00
	4"	50-420	10-75	SK;d	76.00	228.00	684.00

* Mounting type: Trailer/Skid
 NA = not applicable

DESCRIPTION	KVA	Amps (480V/208V)	UNIT PRICE		
			DAILY	WEEKLY	MONTHLY
Diesel Powered Generators**	33	40/92	132.00	390.00	1,170.00
	53	64/149	155.00	465.00	1,395.00
	80	96/222	179.00	537.00	1,611.00
	125	150/347	274.00	822.00	2,466.00
	221	278/641	357.00	1,071.00	3,213.00
	291	352/813	460.00	1,380.00	4,140.00
	425	511/1180	556.00	1,807.00	5,004.00

DESCRIPTION	SIZE	UNIT PRICE		
		DAILY	WEEKLY	MONTHLY
Heavy Duty Suction Hose (section)	2"x20'	7.00	21.00	63.00
	3"x20'	12.00	36.00	108.00
	4"x10'	8.00	24.00	72.00
	4"x20'	15.00	45.00	135.00
	6"x10'	17.00	51.00	153.00
	8"x10'	25.00	75.00	225.00
	10"x10'	30.00	90.00	270.00
High Pressure Composite Hose (section)	12"x10'	40.00	120.00	360.00
	3"x10'	9.00	27.00	81.00
	3"x20'	15.00	45.00	135.00
	4"x10'	13.00	39.00	117.00
	4"x20'	22.00	66.00	198.00
	6"x10'	27.00	81.00	243.00
	6"x20'	51.00	153.00	459.00
Heavy Duty Discharge Hose (section)	8"x10'	29.00	87.00	261.00
	12"x10'	40.00	120.00	360.00
	2"x10'	9.00	27.00	81.00
	3"x10'	10.00	30.00	90.00
	4"x10'	15.00	45.00	135.00
Discharge Pipe (HDPE)	6"x10'	26.00	78.00	234.00
	8"x10'	68.00	204.00	612.00
	4"x10'	4.00	12.00	36.00
	4"x20'	6.00	18.00	54.00
	6"x10'	5.00	15.00	45.00
	6"x20'	8.00	24.00	72.00
	8"x10'	6.00	18.00	54.00
	8"x20'	12.00	36.00	108.00
Bends (each)	10"x10'	6.00	18.00	54.00
	12"x10'	7.00	21.00	63.00
	3"/4"	4.00	12.00	36.00
	6"	5.00	15.00	45.00
	8"	6.00	18.00	54.00
Wells / Flange Adaptors (each)	10"	7.00	21.00	63.00
	12"	8.00	24.00	72.00
	3"/4"	4.00	12.00	36.00
	6"	5.00	15.00	45.00
Check Valve / Gate Valve (each)	8"	6.00	18.00	54.00
	10"	7.00	21.00	63.00
	12"	8.00	24.00	72.00
	3"/4"	9.00	27.00	81.00
	6"	13.00	39.00	117.00

	SIZE	UNIT PRICE		
		DAILY	WEEKLY	MONTHLY
Tees / Wyes (each)	3/4"	5.00	15.00	45.00
	6"	6.00	18.00	54.00
	8"	7.00	21.00	63.00
	10"	8.00	24.00	72.00
	12"	10.00	30.00	90.00
Step Bow (each)	3"	6.00	18.00	54.00
	4"	7.00	22.00	63.00
	6"	12.00	33.00	99.00
	8"	15.00	45.00	135.00
Sewer Plugs (each)	8"x12"	24.00	72.00	216.00
	10"x16"	25.00	75.00	225.00
	12"x18"	30.00	90.00	270.00
	12"x24"	40.00	120.00	360.00
	15"x30"	52.00	156.00	468.00
	20"x36"	72.00	216.00	648.00
Flow-Thru Sewer Plugs (each)	24"x48"	100.00	300.00	900.00
	4"x8"	15.00	45.00	135.00
	6"x10"	16.00	48.00	144.00
	8"x12"	20.00	60.00	180.00
	10"x16"	32.00	96.00	288.00
	12"x18"	35.00	105.00	315.00
	12"x24"	46.00	138.00	414.00
12" Road Crossing (each)	18"x24"	54.00	162.00	486.00
	2"/3"	50.00	150.00	450.00
	4"	51.00	153.00	459.00
	6"	52.00	156.00	468.00
	8"	53.00	159.00	477.00
	12"	88.00	264.00	792.00
Automatic Control Panel (single/multiple pumps)	18"	174.00	522.00	1,566.00
	3 HP	15.00	45.00	135.00
	5 HP	15.00	45.00	135.00
	8 HP	15.00	45.00	135.00
	15 HP	27.00	81.00	243.00
	16 HP	23.00	69.00	207.00
	20 HP	23.00	69.00	207.00
	30 HP	29.00	87.00	261.00
	40 HP	44.00	132.00	396.00
	50 HP	44.00	132.00	396.00
	60 HP	44.00	132.00	396.00
	75 HP	50.00	150.00	450.00
	100 HP	55.00	165.00	495.00
	125 HP	55.00	165.00	495.00
	150 HP	62.00	186.00	558.00
Manual Control Panel	200 HP	79.00	237.00	711.00
	3 HP	11.00	33.00	99.00
	5 HP	11.00	33.00	99.00
	8 HP	11.00	33.00	99.00
	15 HP	11.00	33.00	99.00
	16 HP	13.00	39.00	117.00
	20 HP	13.00	39.00	117.00
	30 HP	17.00	51.00	153.00
	40 HP	17.00	51.00	153.00
	50 HP	17.00	51.00	153.00
	60 HP	21.00	63.00	189.00
	75 HP	27.00	81.00	243.00
	100 HP	55.00	165.00	495.00
	125 HP	55.00	165.00	495.00
	150 HP	62.00	186.00	558.00
200 HP	79.00	237.00	711.00	

	SIZE	UNIT PRICE		
		DAILY	WEEKLY	MONTHLY
Double Containment Fuel Tank** (each)	100 gal	30.00	90.00	270.00
	250 gal	31.00	93.00	279.00
	500 gal	47.00	140.00	420.00
Manifolds (each)	12" (2) 8"	30.00	30.00	90.00
	18" (2) 12"	50.00	150.00	450.00
	18" (4) 8"	74.00	220.00	660.00
	24" (2) 12"	74.00	220.00	660.00
Float Switch (auto-start system)		28.00	84.00	252.00
Auto Dialer (remote monitoring)		17.00	50.00	150.00
Aerator Unit**		85.00	255.00	690.00

** Fuel provided by LFUCG



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#38-2016**

Date: March 24, 2016

Subject: **Temporary Pumping Services & Equipment Rental**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

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

Please write labor rate bid below.

Labor rates are as follows:

Management & Engineering Planning \$ 100.00 per hour

Field Supervision \$ 70.00 per hour

Fusion Machine Operation \$ 85.00 per hour

Field Technician/Pump operation \$ 65.00 per hour

Field Technician/Treatment plant \$ 65.00 per hour

Note: Labor rates are based on 8 hours/day on site. Time and one-half will be charged over 8 hours on a weekday and all day Saturday. Sunday and Holiday hours will be charged at double

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Allied Technical Services, Inc.

ADDRESS: 3460 Mustafa Drive Cincinnati, OH 45241

SIGNATURE OF BIDDER: Chris Ague