

AFFIDAVIT

Comes the Affiant, James Rheude, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is James Rheude and he/she is the individual submitting the bid or is the authorized representative of

_____ 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.

STATE OF Ohio
COUNTY OF Clermont

The foregoing instrument was subscribed, sworn to and acknowledged before me by James Rheude on this the 23 day of August, 2013.

My Commission expires: 12-19-2015



[Signature]
NOTARY PUBLIC, STATE AT LARGE

Please see 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 **X** No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject 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 #100-2013 Electric Gate Actuators”

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 / Cashier's 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 / cashier's 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 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

- 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 the first 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.

- E. 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.

- 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.

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:

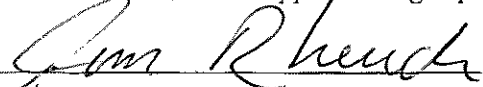
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

Hydro Controls, Inc.
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

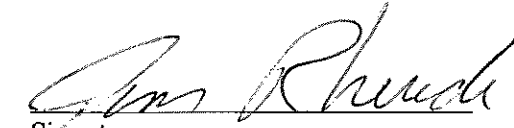
1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it

understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the 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

2-19-13
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #100-2013 – Electric Gate Actuators

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor 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 Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") 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) Vendor 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 Vendor'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 Vendor; 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, Vendor 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.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR 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 above Indemnity provisions and these other risk management provisions.

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

Vendor 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 provision of equipment or goods or the performance of the work or services hereunder by Vendor. 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. 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. 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 a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. 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.
- e. 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 Vendor'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. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor 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. 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. Risk Management Manual or a description of the 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.

Verification of Coverage

Vendor 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

Vendor 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

Vendor 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 Vendor for any such insurance premiums purchased, or suspending or terminating the work.

ELECTRIC ACTUATORS UNIT PRICE CONTRACT

PART 1 GENERAL

1.01 SCOPE

The successful bidder will be supplying the following equipment specified on a unit price basis. There is no guarantee on the quantity that will be purchased during the duration of the unit price contract. Deliveries can be made to Town Branch WWTP, 301 Lisle Industrial Avenue, Lexington, KY 40511 or West Hickman WWTP, 645 West Hickman Plant Rd., Nicholasville, KY 40356.

1.02 SUBMITTALS

- A. Manufacturer's data and specifications for the electric actuators.
- B. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all of the limitations of the warranty.
- C. **A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions should be clearly noted.**

PART 2 TECHNICAL SPECIFICATIONS		Specifications Met	
2.01	General Conditions	Yes	No
A.	Electric actuators shall be manufactured by Limatorque (Series MX), Lynchburg, VA; or equal. Actuators shall consist of an electric motor, worm gear reduction, absolute position encoder, electronic torque sensor, mechanically and electrically interlocked reversing motor contactor, electronic control, protection, and monitoring package, manual override handwheel, valve interface bushing, 32-character graphical LCD (Liquid Crystal Display), and local control switches all contained in an enclosure that is sealed to NEMA 4, 4X, 6, IP68 to 15M for 96 hours, and (XP as required). Actuator design life shall be at least one million drive sleeve turns.	X	
B.	The power transmission shall be completely bearing-supported, and consist of a hardened alloy steel worm and bronze alloy worm gear; oil-bath lubricated using synthetic oil designed specifically for extreme pressure worm and worm gear transmission service.	X	
C.	The motor shall be three-phase/60-cycle 460V with Class F insulation and a thermistor embedded within the motor windings to prevent damage due to over load. The motor shall be easily removed through the use of a plug-in connector and shaft coupling.	X	
D.	Valve position shall be sensed by an 18-bit, optical, absolute position encoder with redundant position sensing circuits designed for Built-In-Self-Test [BIST]. Each of the position sensing circuits shall be redundant permitting up to 50% fault tolerance before the position is incorrectly	X	

	reported. The BIST feature shall discern which failures signal a warning only and which require a warning plus safe shutdown of the actuator. Open and closed positions shall be stored in permanent, nonvolatile memory. The encoder shall measure valve position at all times, including both motor and handwheel operation, with or without power present, and without the use of a battery. The absolute encoder will be capable of resolving $\pm 7^\circ$ of output shaft position over 10,000 output drive rotations. Valve actuators that require battery back up will not be acceptable.		
E.	An electronic torque sensor shall be included. The torque limit may be adjusted from 40-100% of rating in 1% increments. The motor shall be deenergized if the torque limit is exceeded. A boost function shall be included to prevent torque trip during initial valve unseating and during extreme arctic temperature operation (-50°C), and a “Jammed Valve” protection feature, with automatic retry sequence, shall be incorporated to de-energize the motor if no movement occurs.	X	
F.	The control module shall include power and logic circuit boards, control transformer, and at least two primary power protection fuses, all mounted to a steel plate and attached in the control compartment with captive screws. The use of O rings or other such devices to secure the control boards shall not be permitted. The module shall be easily removed through the use of plug-in connectors. The module shall also include a reversing contactor, local control switches, 32-character graphical LCD, and LED indicators. It shall also be Bluetooth ready. All internal wiring shall be flame-resistant, rated 105°C, and UL/CSA listed. Voltage shall be selectable via a jumper included on the power board.	X	
G.	The reversing contactor shall be mechanically and electrically interlocked to prevent simultaneous energizing of the open and close coils. The control module shall also include an auto reversal delay to inhibit high current surges caused by rapid motor reversals. The control transformer shall include vacuum-impregnated coils and dual primary fuses.	X	
H.	A Phase Correction circuit shall be included to correct motor rotation faults caused by incorrect site wiring. The phase correction circuit shall also detect the loss of a phase and disable operation to prevent motor damage. The monitor relay shall trip and an error message shall be displayed on the LCD screen when loss of phase occurs and indicate the fault for Remote operation.	X	
I.	Discrete remote control may be configured as 2, 3, or 4 wires for open-stop-close control. Remote control functions may be powered by external 24 VDC, 125 VAC, or the actuator’s internal supply 24 VDC supply. The voltage values for signal threshold shall be 19.2V AC/DC and 5.0V AC/DC respectively. The maximum load for 24Vdc is 2mA. The internal supplies shall be protected against over current and short circuits faults and utilize optical isolation to minimize electro-magnetic interference. Discrete control shall have an isolated common.	X	
J.	ESD (Emergency Shut Down) provision shall be included in each actuator. The actuator shall permit up to three inputs for ESD and they shall be	X	

	configurable. The ESD signal shall override any existing signal (except LOCAL, STOP, and INHIBIT) and send the valve to its configured emergency position. The ESD may also be configured to override LOCAL, STOP, and/or INHIBIT. Provision for an isolated common shall be provided.		
K.	Inhibit movement provision shall be included in each actuator. The actuator shall permit up to three inputs for Inhibits and they shall be configurable. Provision for an isolated common shall also be provided.	X	
L.	Terminals shall be included to connect the electronic controls package, including display, to a back-up 24 VDC power source. As a standard alternative the actuator shall have the ability to maintain the status and alarm contacts in order to update status to the control room and also provides status visibility on the LCD screen without main power applied. It should be configurable for at least one hour and, once main power is restored, be available for the next unforeseen power outage. The use of an integral battery is prohibited.	X	
M.	A dedicated circuit to prevent undesired valve operation in the event of an internal circuit fault or erratic command signal shall be included. A single point failure will not result in erratic actuator movement. An open or short-circuit in the internal circuit board logic shall not energize the motor contactor, nor shall a single fused control relay contact fail to de-energize the motor contactor. The command inputs shall be optically coupled and require a pulse width of at least 250 ms to 350 ms to turn on or off. In the event of an internal circuit fault, an alarm shall be signaled by tripping the Monitor Relay and through LCD indication.	X	
N.	Four latched status contacts rated 125VAC, 0.5A and 30VDC, 2 amps shall be provided for remote indication of valve position, configured as 1-N/O and 1-N/C for both the open and closed positions. Two contacts may be configured to represent any other actuator status; mid-travel position, switched to local, overtorque, motor over temperature, manual operation, switched to remote, switched to stop, valve moving, close torque switch, open torque switch, hardware failure, ESD active, inhibits active, valve jammed, analog IP (input) lost, lost phase, and network controlled.	X	
O.	A monitor relay shall be included and shall trip when the actuator is not available for remote operation. Both N/O and N/C contacts shall be included, rated 125VAC, 0.5A and 30VDC, 2 amps. The monitor relay shall be configurable for three additional fault indications; lost phase, valve jammed, and motor overtemp. The yellow LED shall blink when the monitor relay is active.	X	
P.	The ACP (Actuator Control Panel) cover & module shall use solid-state Hall-effect devices for local communication and configuration. The use of reed switches on the module is prohibited. A 32-character, graphical LCD shall be included to display valve position as a percent of open, 0-100%, and current actuator status. "STATUS OK" shall be displayed for an operable actuator. If the actuator is not operable, the appropriate alarm shall be displayed. The alarm shall be continuously displayed until the actuator is	X	

	operable. Red, green, and yellow LEDs shall be included for open, close, stopped, and moving indication. The Red and Green LEDs shall be reversible. A padlockable LOCAL-STOP-REMOTE switch and an OPEN-CLOSE switch shall be included for local valve actuator control. The control switches shall not penetrate the controls cover and shall be designed to electrically isolate the actuator's internal components from the external environment. The OPEN-CLOSE switch may be configured for maintained or push-to-run (inching) control.		
Q.	The device shall be non-intrusive - All calibration shall be possible without removing any covers and without the use of any special tools. All calibration shall be performed in clear text languages, no icons shall be used. The languages shall be English, Spanish, French, German, Portuguese, Italian, Mandarin, Russian, Malay, and Katakana. All calibration shall be performed by answering the "YES" and "NO" questions displayed on the LCD. "YES" is signaled by using the OPEN switch and "NO" by using the CLOSE switch, as indicated adjacent to the switches. A configurable password option shall be available to prevent unauthorized changes. Actuators that require a remote for non-intrusive programming will not be acceptable.	X	
R.	Double sealed terminal compartment & Terminal block - All customer connections shall be located in a terminal chamber that is separately sealed from all other actuator components. Site wiring shall not expose actuator components to the environment. The internal sealing within the terminal chamber is suitable for NEMA 4, 6, and IP68 to 15M for 96 hours. The chamber shall include screw-type terminals, three for power and 54 for control, for site connections. Three conduit entries, available as: (2) - 1.25" NPT (M32) and (1)-1.5" NPT (M40) shall be located in the terminal chamber.	X	
S.	Coatings - The actuator shall be coated with a polymer powder coat. The coating system shall be suitable for an ASTM B117 salt spray test of 1500 hours. External fasteners shall be stainless steel or high-strength carbon steel that has been chromate-hexavalent coated, and then top coated with a high-strength, high-endurance polymer. The fasteners shall be suitable for an ASTM B117 salt spray test of 500 hours.	X	
T.	A handwheel and declutch lever shall be provided for manual operation. The handwheel shall not rotate during electric operation nor can a seized motor prevent manual operation. Changing from motor to manual operation is accomplished by engaging the declutch lever. Energizing the motor shall return the actuator to motor operation. The lever to enable the de-clutch shall be pad-lockable to permit motor operation only.	X	
U.	The actuator shall include a removable torque or thrust bushing to mate with the valve shaft.	X	
V.	Diagnostic facilities shall be included to accumulate and report the performance of the motor, encoder, contactor, cycle time, handwheel operations, actuator ID, firmware revision, and output turns. In addition, a torque profile of the reference baseline valve stroke and the last valve stroke shall be included. A feature for reset shall be provided. All diagnostic	X	

	information shall be displayed on the LCD. Diagnostics shall also include an FDA (Frequency Domain Analysis) feature. The Frequency Domain Analysis methodology shall capture torque, position or speed values at regular time intervals while the actuator is motoring, and calculate the resulting data set with a Fast Fourier Transform [FFT]. The resulting information shall be used to isolate any components in the mechanical drive train that may exhibit excessive wear or may effect normal actuator operation. FDA and resultant fault indications shall be displayed via the graphical LCD. The actuator shall contain the ability for diagnostics information to be downloaded to a PC or PDA via both IRDA and Bluetooth ports.		
W.	Factory testing - Every actuator shall be factory tested to verify: rated output torque, output speed, handwheel operation, local control, control power supply, valve jammed function, all customer inputs and outputs, motor current, motor thermistor, LCD and LED operation, direction of rotation, microprocessor checks, and position-sensor checks. A report confirming successful completion of testing shall be included with the actuator.	X	
2.02	Certifications	Yes	No
	Non-hazardous (Weatherproof/Submersion) Certifications	X	
	IEC 529 protection code IP68; 15 meters for 96 hours continuous	X	
	USA & CSA; NEMA 3, 4, NEMA 4X, NEMA 6	X	
	Standard Hazardous Global certifications		
	FM – Class I, Groups B, C & D, DIV.1 and Class II, Groups E, F, & G, T4 -T4A temperature classification is acceptable w/ operational times < 15 min.	X	
	ATEX Eex d IIB T4 ATEX II 2 G, CENELEC Norm EN50014 and EN50018	X	
	ATEX Eex d IIC T4 ATEX II 2 G, CENELEC Norm EN50014 and EN50018 -T4A temperature classification is acceptable w/ operational times < 15 min.	X	
	CSA – Class I, Groups B, C & D, DIV.1 and Class II, Groups E, F, & G, T4	X	
	IEC Eexd IIB T4, IIB T4	X	
	IEC Eexd IIC T4, IIC T4	X	
	European Directives		
	All actuator designs shall have been tested to demonstrate compatibility with the following European Directives: The actuator shall be tagged with CE mark per compliance with directives 89/336/EEC- Machinery, 98/37/EEC- EMC – Electromagnetic Compatibility, 73/23/EEC & 93/68/EEC – Low Voltage, and 2003/10/EEC Airborne Noise.	X	
	Machinery and LVD; EN 60204 EMC		
	Vibration and seismic capability shall be in accordance with MILSTD-167, IEEE- 344-1975, and IEC68-2-6.	X	
	EMC & LVD; EN 50081-1 & 2	X	
	Applicable Emissions Standards; EN 50011:1998	X	
	Radiated emissions; EN 55011:1998 & FCC Part 15, subpart J	X	
	Conducted emissions; EN 55011:1998 & FCC Part 15, subpart J	X	
	Applicable Immunity Standards; IEC EN 61000-6-1:2001	X	
	ESD; IEC 61000-4-1:1995	X	
	Radiated RF Immunity; IEC 61000-4-3:1995	X	
	Fast Transients and Bursts; IEC 61000-4-4:1995	X	
	Voltage Surges; IEC 61000-4-5:1995	X	
	Conducted RF Immunity; IEC 61000-4-6:1996	X	
	Magnetic Field Immunity; IEC 61000-4-8:1993	X	
	Voltage Dips and Interrupts; IEC 61000-4-11:1994	X	
	Airborne Noise to EN 60204-1	X	

2.03	Options	Yes	No
A.	<p>Lost power buffer - After the actuator has been powered by line power for one hour, it shall automatically withstand most power outages while maintaining the correct state of the S status contacts, even if the user repositions the actuator manually with the handwheel. To maximize its self-power time while the line power is lost, the actuator will place itself in its lowest possible power usage mode. The LCD will darken (sleep mode) until it is needed to be viewed. The LCD can be activated by moving the black knob to OPEN (YES) or by moving the actuator with the handwheel. After 10 seconds of inactivity, the LCD will return to sleep mode. The use of batteries to perform this function shall be prohibited.</p>	X	
B.	<p>Analog Position Transmitter (APT) - A non-contacting, internally powered, electrically isolated position transmitter shall be included to provide a 4-20 mA signal that is proportional to valve position.</p>	X	
C.	<p>Analog Torque Transmitter (ATT) - A non-contacting, internally powered, electrically isolated torque transmitter shall be included to provide a 4-20 mA signal that is proportional to rated output torque.</p>	X	
D.	<p>Modutronic Option - A controller that alters valve position in proportion to a 4-20 mA analog command signal shall be included. Positioning shall be accomplished by comparing the command signal to an internal position feedback. The internal feedback shall be of the non-contacting type. An automatic pulsing feature to prevent overshoot at the set point shall be included. Proportional bands, dead band, signal polarity, motion inhibits time, and fail position shall be adjustable through the LCD. Dead band shall be adjustable to 0.5% full span.</p>	X	
E.	<p>Relays for Status and Alarms - Up to eight additional latching output contacts rated 250 VAC/30 VDC, 5 amps and configurable to represent any actuator status in either N/O or N/C state shall be available: mid-travel position, switched to local, overtorque, motor over temperature, manual operation, switched to remote, switched to stop, valve moving, close torque switch, open torque switch, hardware failure, ESD active, inhibits active, valve jammed, analog IP (input) lost, lost phase, and network controlled.</p>	X	
F.	<p>Two-Speed Timer - A two-speed timer that permits the motor to be pulsed to achieve a longer stroking time shall be included. The pulsing mode may be configured for the open and/or close direction, for any portion of valve stroke with the ON pulse cycles configurable from 0.5-20 seconds and the OFF pulse cycles configurable from 1-200 seconds.</p>	X	

G.	<p>Bluetooth - A Bluetooth option shall be available which permits a User to download or upload configuration routines via standard low power wireless communication path to an actuator. This is accomplished by using a Bluetooth equipped PC, PDA, Cell Phone, compatible with Windows Mobile 5 platform and actuator diagnostics GUI (Graphical User Interface) software. The BT (Bluetooth) option shall contain FHSS (Frequency Hopping Spread Spectrum) which permits reliable communication link even in a “noisy” environment. The BT (Bluetooth) option shall contain 128 bit data encryption enabled to protect the privacy of the link. BT communication shall be accessible up to 10m from the actuator in all directions. A visible blue LED in the controls LCD window shall be included to signify an active Bluetooth link to the actuator is established.</p> <p>110Vac, 15 Va - Discrete remote control may be configured as 2, 3, or 4 wires for open-stop-close control and powered by actuator’s internal supply of 110 VAC, 20W circuit. The voltage values for signal threshold shall be 19.2V AC/DC and 5.0V AC/DC respectively. The maximum load for 110Vac is 10mA. The internal supplies shall be protected against over current and short circuit faults.</p>	X	
H.	<p>DeviceNet Specification - A DeviceNet device shall comply with CAN based protocol and shall provide the following features:</p> <ul style="list-style-type: none"> • DeviceNet uses a Trunk / dropline topology, certified for interoperability with ODVA. • The device shall have as standard DeviceNet Group 2 Server implementation. • The device shall have as standard a Bus Powered Network Interface allows power alarm information to be communicated when actuator loses main power. The actuator does NOT drop off the network when 3-phase power is lost. • The device shall have as standard various I/O connection types available to accommodate the network user’s control and monitoring network architecture. • The device shall have as standard polled I/O Connection • The device shall have as standard Bit Strobed I/O Connection • The device shall have as standard Change of State / Cyclic I/O Connection • The device shall have as standard explicit connections defined as: <ul style="list-style-type: none"> ○ Various Assembly Objects and sizes which allow the network user to determine how much data to transfer to accommodate network installation data throughput requirements. ○ Automatic BAUD rate detection. <p>Node Address configurable via local setup menu, or via the remote network user.</p>	X	
2.04	Installation Start Up Service	Yes	No
A.	For each actuator supplied in the unit cost a minimum of 8 hours per actuator shall be included in this startup / installation service shall be by the factory authorized and trained municipal representative.	X	
B.	Actuators being retrofitted must include any additional mounting brackets and	X	

	stands to insure that the drive nut engages to the existing stem in the same area as the existing gear drive to ensure that no travel is lost and the gate being automated remains with full travel.		
C.	All hardware is to be of stainless steel	X	
D.	All brackets or stands required made of steel are to be nylon powder coated	X	
E.	Actuators must come with a new Lexann stem cover	X	

EQUIPMENT UNIT PRICING

DESCRIPTION	MANUFACTURER/MODEL (Price for one Model Type per specifications)	UNIT PRICE
MX05	Limitorque/MX-05	\$6,660.00
MX10	Limitorque/MX-10	\$7,004.00
MX20	Limitorque/MX-20	\$7,507.00
MX40	Limitorque/MX-40	\$8,223.00
MX85	Limitorque/MX-85	\$11,232.00
Section 2.03 OPTION ADDERS (IF REQUIRED)		
Lost Power Buffer		\$210.00
Analog Position Transmitter		\$355.00
Analog Torque Transmitter		\$355.00
Modutronic Unit		\$173.00
Eight Relay Board		\$134.00
Two Speed Timer		\$244.00
Bluetooth		\$131.00
110 VAC, 15VA		\$69.00
B320-20 Bevel Gear		\$922.00
B320-40 Bevel Gear		\$1,314.00