

INVITATION TO BID

Bid Invitation Number: **3-2014**

Date of Issue: **01/08/14**

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 **01/22/2014**. 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 have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 301 Lisle Industrial Avenue, Lexington, KY

Bid Security Required: ☐ Yes ☒ No Performance Bond Required: ☐ Yes ☒ No

Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Secondary Digester Integrated Equipment (covers & mixers)
See specifications

<u>Check One:</u> <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>Proposed Delivery:</u> <u>60</u> days after acceptance of bid.
<u>Procurement Card Usage</u> <input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> No	

Submitted by: Geomembrane Technologies, Inc.

Firm

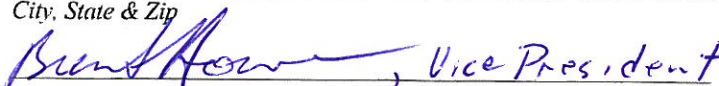
370 Wilsey Rd.

Address

Fredericton, New Brunswick, Canada E3B 6E9

City, State & Zip

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

 , Vice President

Signature of Authorized Company Representative – Title

Brent Howe, VP

Representative's Name (Typed or printed)

(506) 452-7304

(506) 452-6625

Area Code - Phone – Extension

Fax #

brent.m.howe@gticovers.com

michael.t.lever@gticovers.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, Brent Howe, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Brent Howe 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.

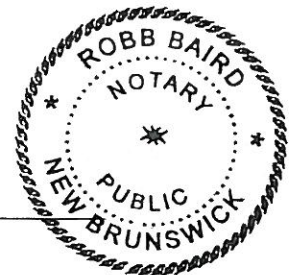
Further, Affiant sayeth naught.

STATE OF Province of New Brunswick
COUNTY OF York

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brent Howe on this the 21st day of JANUARY, 2014.

My Commission expires: IS FOR LIFE.

ROBB BAIRD
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 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 #3-2014 Secondary Digester Integrated Equipment (covers & mixers)"

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 N/A 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 years 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**)
 - () 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.
 - (XXX) 2. Requests for price changes will only be allowed at the time of contract renewal. Requests 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.
 - () 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

Geomembrane Technologies, 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

21 - January - 2014

Date

UNIT PRICE CONTRACT
MODULAR FLOATING COVERS AND MECHANICAL FLOATING MIXERS
Town Branch Wastewater Treatment Plant
301 Lisle Industrial Avenue
Lexington, KY 40511

GENERAL

1. The successful bidder will be supplying the following specified equipment on a unit price basis. There is no guarantee on the quantity that will be purchased during the duration of the unit price contract. The current replacement schedule includes a cover and a mixer for the Blending Tank (46' Diameter) and Secondary Digester #1(45' Diameter) in 2013; and the Secondary Digester #2 (46' Diameter) and Sidestream Holding Tank (44' Diameter) in 2014.
2. Installation of the equipment will be by LFUCG personnel but the successful bidder will assist/direct the installation. The equipment representative will be present for 2 days per tank replacement.
3. Attached are the original cover drawings for each of the tanks. All dimensions must be field verified.
4. Work for the modular floating cover system includes the design, supply, and installation of 4 modular floating covers (2-45ft diameter, 1-46ft diameter, 1-44ft diameter) including all related accessories and incidentals so as to make a complete and functional cover system.
5. Furnish 4 mechanical floating mixers and related equipment accessories as described herein. Each mixer shall consist of a motor, direct drive impeller driven at a constant speed, and integral floatation unit and impeller volute.
4. This unit price contract will be in affect for two (2) years from the date of approval. With an additional one year renewal available if needed.

SUBMITTALS

1. Manufacturer's data and specifications for the floating cover and the integrated floating mixer.
2. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all limitations of the warranty.
3. A list of three (3) similar projects with owner contact information where the manufacturer has used a floating cover and integrated floating mixer.
4. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.

WARRANTY

1. The modular floating cover system shall warranty workmanship on the equipment and installations for a period of one year.
2. The floating mixer shall be warranted for three years for defects in materials and workmanship.
3. Begin warranty on the date of substantial performance of the system, or on date of suspension of work.

Specification Compliant	
Yes	No
X	

Specification Compliant	
Yes	No

Specification Compliant	
Yes	No
X	

SCOPE OF SUPPLY

1. Furnish new modular floating cover system with attached floating mixer.
2. Equipment to be detailed to fit **existing** circular digesters.
3. The units furnished shall include the mooring frame, posts, and slide rails for the mixer along with all accessories necessary for a complete installation.
4. Coordination between the modular floating cover and the floating mixer must be a complete package with shop drawings detailing the connections necessary for a complete installation by LFUCG Staff.

EQUIPMENT

Modular Floating Cover System

Part 1 – GENERAL

1.1 DESCRIPTION OF SYSTEM

- A. Work under this section includes the design, supply and assistance/direction of installation of modular floating covers for two (2) 45ft diameter sludge holding tank, one (1) 46ft diameter sludge holding tank, and one (1) 44ft diameter sludge holding tank at the Town Branch WWTP in Lexington, KY. This includes all related accessories and incidentals so as to make a complete and functional cover system.

Specification Compliant	
Yes	No
X	

- B. Provide all items, articles, materials, designs, operations or methods listed: include all labor materials, equipment and incidentals required for satisfactory completion of the work.

Specification Compliant	
Yes	No
X	

1.2 QUALIFICATION OF FABRICATOR/INSTALLER

- A. The cover fabricator must have demonstrated a minimum of three (3) installations using a similar design, as well as the materials specified in Section 2.2.

Specification Compliant	
Yes	No
X	

- B. The cover fabricator must have an established quality management system. The Owner may require that applicable quality control/assurance procedures be submitted.

Specification Compliant	
Yes	No
X	

- C. The installation is to be performed by LFUCG staff. The cover fabricator shall have an experienced representative on site to train and advise staff for the duration of the installation.

Specification Compliant	
Yes	No
X	

1.3 DESIGN CONDITONS

- A. The purpose of the cover system is to provide control of odors.
- B. The Owner requires that the basin be kept in service during cover installation. The cover system shall be capable of satisfactory installation in this situation.
- C. The cover system must be designed to withstand exposure to basin contents and to any off-gases produced by the basin contents.
- D. The cover system must withstand exposure to conditions of sun, wind, temperature, dust, and humidity normally experienced at the installation site.
- E. The cover system must automatically remove rainwater. Rainwater can drain into the basin.
- F. The cover system must automatically vent air gas from under the cover.
- G. Other criteria to be as outlined in other portions of the specification.

Specification Compliant Applies to entire section	
Yes	No
X	

Part 2 – PRODUCTS

2.1 GENERAL

- A. The floating cover system shall be comprised of a series of floating modules linked together to cover the basin surface, and shall be fabricated such that each module is of a size, shape and weight that is manageable (i.e., reasonably manipulated, displaced, removed and replaced) while in service by two (2 workers).

Specification Compliant	
Yes	No
X	

- B. The cover system shall be designed and fabricated by Geomembrane Technologies Inc. or equal. Installation will be performed by LFUCG staff with the instruction of an on-site representative from the manufacturer.

Specification Compliant	
Yes	No
X	

2.2 MATERIALS

A. *Cover Materials*

1. The cover shall be comprised of a series of interconnected modules, arranged in a wedge (i.e., pie, shaped) fashion in each tank. Each module is to be constructed of a 2" layer of buoyant, closed cell, polyethylene foam insulation (polyfoam) heat-welded to a white 80 mil high density polyethylene (HDPE) membrane. Module joints (i.e., the adjacent edges of each module) will contain a reinforcing spoke of rigid foam encapsulated with the same HDPE material, and fastened between the adjacent panels. The resulting cover system shall have sufficient buoyancy so as to support up to three (3) 200lb workers standing in close proximity on the cover while in service.

Specification Compliant	
Yes	No
X	

B. *Associated Parts*

1. All anchors and fasteners are to be stainless steel and suitable for the environment and loadings expected.
2. Other unspecified products are to be as approved by the owner.

Specification Compliant	
Yes	No
X	

2.3 FABRICATION

A. *General*

1. Shop fabricate the various items of work in accordance with manufacturer's recommendations and reviewed shop drawings using qualified personnel.
2. Fabricate true to dimensions shown on reviewed shop drawings without unnecessary sections, patches or distortion detrimental to appearance and performance.

Specification Compliant	
Yes	No
X	

B. *Packaging and Shipping*

1. Ensure all components are packaged properly to avoid damage during shipping.
2. Clearly label all shipments.

Specification Compliant	
Yes	No
X	

Part 3 – EXECUTION

3.1 SITE CONDITIONS

- A. Verify and review field conditions with the owner.
- B. Notify Owner immediately of any conflicts with the site conditions.

3.2 INSTALLATION

- A. Assist/Direct LFUCG in the installation of a complete and functional cover system.

Specification Compliant	
Yes	No
X	

- B. Direct LFUCG and assure the installed components are in accordance with reviewed installation program and drawings.

Specification Compliant	
Yes	No
X	

3.3 INSPECTION

- A. Assist LFUCG staff in the inspection of all shop fabricated components prior to and after installation.

Specification Compliant	
Yes	No
X	

- B. Direct modifications or repairs, if necessary, using equipment and methods approved by the membrane manufacturer.

3.4 MAINTENANCE TRAINING

- A. Provide an Operation and Maintenance Manual (3 hard copies and 1 electronic)

Specification Compliant	
Yes	No
X	

- B. Provide the Owner's maintenance and operating personnel with instruction on the maintenance and operation of the cover system.

Mixer Specifications

Part 1 – GENERAL

1.1 GENERAL DESCRIPTION

- A. Furnish four (4) mechanical floating mixers integrated into modular floating covers and related equipment accessories as described herein. Integration of mixers to the covers is to be by the cover manufacturer.

Specification Compliant	
Yes	No

- B. Each mixer shall consist of a motor, direct drive impeller driven at a constant speed, an integral floatation unit and impeller volute. The posts for the slide rails will also be provided by the manufacturer.

Specification Compliant	
Yes	No

1.2 MANUFACTURER

- A. The mixer specified herein shall be the AquaDDM "Endura Series" mixer as manufactured by Aqua-Aerobic Systems, 6306 North Alpine Road, Loves Park, Illinois 61111, or equal.

Specification Compliant	
Yes	No

- B. The "Endura Series" mixer or equal shall incorporate design enhancements that provide operation for three years without routine maintenance (greasing).

Specification Compliant	
Yes	No

- C. Manufacturers proposing to furnish equipment for this project shall have five installations of same equipment model, design and chassis size in same service for a period of five years. Equipment manufacturers not meeting this requirement are invited to bid, provided they furnish a Performance Bond underwritten by a bonding agent acceptable to the City for a period of five years. Equipment and/or components failing within this period due to deficiency in design, workmanship or material shall be replaced at no cost to the owner, and said replacement shall be guaranteed for five years continuous service.

Specification Compliant	
Yes	No

Part 2 - PRODUCTS

2.1 MIXER DRIVE MOTOR

- A. The motor shall deliver 15 horsepower at 900 RPM and shall be wired for 460 volt, 60 cycle, three phase service.
- B. The motor shall be vertical P base design, totally enclosed, fan cooled (T.E.F.C.), and generally rated for severe duty. Submerged motors are not acceptable.
- C. The motor shall in all cases equal or exceed standard NEMA specifications.
- D. The motor winding insulation shall in all cases equal or exceed NEMA class F design and shall be nonhygroscopic.
- E. A minimum service factor of 1.15 shall be furnished.
- F. All motor end bells shall be deep registered and Permatex sealed.
- G. All through bolts, nuts and screws shall be of type 18-8 stainless steel.
- H. Each motor will have a rain cap constructed of cast iron or non-corrosive 304 stainless steel. Painted or plated carbon steel rain caps will not be acceptable.
- I. A stainless steel nameplate shall be provided with each motor, and shall be securely fastened thereto. The voltage, speed, phase, insulation class, amperage, service factor, wiring diagram, motor serial number, and manufacturer's name and address shall be stamped thereon or otherwise permanently marked. The motor shall be an Aqua-Aerobic Systems, Inc., "Centaur" model supplied by Reliance Electric or "Endura" model supplied by Teco-Westinghouse or Equal.

Specification Compliant Applies to entire section	
Yes	No

2.2 MOTOR BEARINGS

- A. Motor bearings shall be regreasable. Sealed bearings are not acceptable. Top bearings shall be shielded on the bottom side only. Bottom bearing shall be open.
- B. The top and bottom motor bearings shall be of the combined radial and axial thrust type.
- C. The lower motor bearing inner race shall be locked to the motor shaft via a special washer and locking nut arrangement. The shaft shall be threaded just below the lower bearing and shall have a keyway cut into the motor shaft. This key shall accept a tab from the I.D. of the locking washer, and the locking nut shall have recesses to accept a tab from the O.D. of the locking washer to prevent the nut from backing off. Snap ring type bearing retainers will not be acceptable.

Specification Compliant Applies to entire section	
Yes	No

2.3 MOTOR SHAFT

- A. The mixer motor shall have a one-piece motor shaft continuous from the top motor bearing, through the lower bearing and down to and through the impeller.
- B. The mixer motor shaft shall be 2.25" in diameter and manufactured from 17-4 PH stainless steel. The maximum allowable full length shaft run out shall be limited to 0.006 inches T.I.R.
- C. The mixer motor shaft shall operate freely without contacting and bearings or bushings other than the motor bearings.

Specification Compliant Applies to entire section	
Yes	No

2.4 MOTOR BASE ASSEMBLY

- A. The motor shall be securely mounted onto a solid 304 stainless steel base that is integral with the motor base extension. All submersed wetted motor mounting base components to be constructed of 304 stainless steel.
- B. The motor base shall contain a machined recess to permit the use of a free running, anti-deflection insert. The anti-deflection insert shall not require lubrication. The provision for this insert shall be located in the lower extremity of the motor base extension immediately above the impeller.
- C. The journal insert shall be machined from Delrin or molded from moly-filled urethane and shall be a minimum of .060" diameter or larger through the bore than the diameter of the motor shaft.
- D. The motor end bell alignment pilot on the motor base shall be machined concentric with the machined recess that houses the free running, anti-deflection insert.

Specification Compliant Applies to entire section	
Yes	No

- E. The upper portion of the motor mounting base, immediately below the lower motor bearing, shall include two independent acting air seals. These two seals shall be capable of sealing off the flow of air from the suction action of the pumped flow and prevent back flow of liquid during impeller reversal. The lower end of the motor base extension shall be provided with a rotating backflow seal that will prevent grit from being introduced into the anti-deflection insert reservoir, but shall allow liquid to contact the shaft. The backflow seal shall not require scheduled lubrication or maintenance.

2.5 FLOATATION

- A. Each unit shall be equipped with a modular float constructed of heavy duty 14 gauge, 304 stainless steel, foamed full of polyurethane foam of the closed cell type, and shall be totally sealed to prevent the foam from being in contact with the external environment.
- B. The float shall have 1195 lbs. reserve buoyancy, shall be 83" in diameter, and 12" thickness.
- C. The center structure of the float shall be integral to the float cover and shall transmit all mooring stress from one mooring line to another.
- D. The center structure shall also contain rigid vertical support gussets that connect the top and bottom alignment flanges that support and connect the motor support base and the submerged impeller volute assembly.
- E. All connecting bolts shall be 316 stainless steel and have drilled heads, and shall be safety wired in place with stainless steel safety wire.
- F. No shoulder bolt connection, spacer sleeves or other type point load connections in tension or compression will be acceptable.
- G. The slide rail posts provided with the mixer shall be stainless steel.

Specification Compliant Applies to entire section	
Yes	No

2.6 IMPELLER

- A. The impeller shall be a two-blade marine type, 14-1/2" in diameter and be a precision casting of 316 stainless steel.
- B. The impeller shall be designed to pump the liquid from near the surface and direct it down toward the vessel/basin bottom.
- C. The impeller shall be streamlined to prevent cavitation and reduce drag and shall have 180° trailback blades to insure non-clog operation.
- D. The impeller shall be capable of being reversed to cause back flow liquid movement without causing damage to the mixer chassis and without causing upflow liquid damage to the motor bearing and windings.

Specification Compliant Applies to entire section	
Yes	No

- E. The impeller shall be securely attached to the motor shaft in such a manner so that reversal operation for liquid backflushing will not loosen its connection; therefore, impellers requiring the threading of the shaft for attachment will not be allowed.
- F. The impeller shall be "pitch balanced" to insure equalization of load under full flow operation. Each blade's pitch and rake shall not vary more than 2.0 percent from the other.
- G. No liquid spray or other liquid leakage upward onto the surface of the motor support surface or flotation chassis will be allowed at any time.

2.7 INTAKE VOLUTE ASSEMBLY

- A. The impeller shall operate in a volute made of 304 stainless steel plate with a minimum volute diameter of 15".
- B. No plastic, fiberglass, carbon steel or cast iron materials shall be acceptable.
- C. The volute shall be welded to and aligned concentrically with the motor base and float without shims or external adjustment.

Specification Compliant Applies to entire section	
Yes	No

2.8 BALANCING

- A. The entire rotating assembly including the motor rotor, shaft and impeller shall be dynamically balanced within 2.0 mils peak-to-peak horizontal displacement measured at the upper and lower motor bearing.
- B. Measurements shall be taken at a frequency equivalent to the motor RPM.
- C. Transducer pickup points shall be at the motor bearings on the motor frame perpendicular to the motor shaft.
- D. Measurements shall be taken with the motor in a vertical, shaft down position and with the motor or the entire power section mounted on resilient pads.

Specification Compliant Applies to entire section	
Yes	No

2.9 MOORING

- A. To allow for water level variation, a 304 stainless steel restrained mooring frame shall be utilized. A triangular (Delta) mooring frame shall be fastened to the top of the mixer float, and will consist of 304 stainless steel mooring arms to which are attached removable U-bolts of 304 stainless steel being **(5/8" in diameter for 4" post)**. These U-bolts shall fit around **(4")** schedule 40 posts (posts provided by mixer manufacturer), which shall permit the unit to rise

Specification Compliant Applies to entire section	
Yes	No

and fall with the varying water level. Mooring arms attached to side skins of the float are not acceptable.

- B. A 304 stainless steel "J" bolt shall be utilized to connect the frame to the flotation unit. A minimum of three (3) connections are required.

2.10 ELECTRICAL SERVICE CABLE

- A. Electrical service cable shall be provided and shall be a continuous length (non-spliced). The cable shall have three power conductors and a ground conductor.
- B. Conductors shall be flexible type annealed copper stranded. Each conductor, including the ground conductor, shall be insulated. Cables containing an uninsulated ground conductor will not be acceptable.
- C. The insulated conductors shall be assembled together with a non-hygroscopic filler material.
- D. Outer jacket shall be high quality CPE, PVC, TPE or equal, and shall be rated at a conductor operating temperature of not less than 90°C.
- E. The cable shall be rated for hard usage outdoor service and shall be resistant to oil, sunlight, ozone, grease, acids, water, abrasion and impact.

Specification Compliant Applies to entire section	
Yes	No

Part 3 – EXECUTION

3.1 INSTALLATION, OPERATING, AND MAINTENANCE MANUALS

- A. The mixer manufacturer shall provide two (2) copies of a detailed manual that shall include specific instructions for receiving and handling, assembly, mooring, wiring, installation, repair and service, storage, troubleshooting, detailed exploded drawings of the unit, and a full parts list.
- B. In addition, the manual shall contain complete detailed instructions on the balancing procedure to be used for rebalancing to the propeller after it has been in service for an extended period of time. These instructions shall include a general procedural description, a detailed explanation of preparing the unit for balancing procedure for propellers.
- C. These manuals shall be submitted for review, along with other general submittal information, including detailed drawings, brochures, cut-sheets, motor data sheets, etc., as part of the approval process.

PRICING

Equipment Unit Price Bid	Manufacturer/Model (One model type per specification)	Unit Price
Modular Floating Cover 46' Diameter	Geomembrane Technologies, Inc. Floating Modular Cover	\$ 45,000.00 USD each
Modular Floating Cover 45' Diameter	Geomembrane Technologies, Inc. Floating Modular Cover	\$ 45,000.00 USD each
Modular Floating Cover 44' Diameter	Geomembrane Technologies, Inc. Floating Modular Cover	\$ 45,000.00 USD each
Mechanical Floating Mixer		

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #3-2014 – Secondary Digester Integrated Equipment (Covers & Mixers)

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$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 (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement, and will have a Product Liability coverage of \$1 million and \$2 million aggregate.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- e. 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.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK**

MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/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. 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.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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