

PART III

Invitation to Bid No. 90-2012

Town Branch and West Hickman Creek Wastewater Treatment Plant Electrical, SCADA,
Blower/Aeration and Pump Station SCADA Improvements
Lexington-Fayette Urban County Government

2012

I. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 08-02-12

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Smith Contractors, Inc.
P.O. Box 480, 1241 Bypass North, Lawrenceburg, KY 40342
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing
business as a corporation
"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

Gentlemen:

The bidder, in compliance with your Invitation for Bids for the Town Branch and West Hickman Creek Wastewater Treatment Plant Electrical, SCADA, Blower/Aeration and Pump Station SCADA Improvements, Lexington, Kentucky, having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within 600 calendar days.

The Bidder accepts the provisions of the Contract Agreement as to liquidated damages in the event of failure to complete the work with the Contract Time.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. <u>1</u> Date <u>7-9-12</u> ;	Addendum No. <u>5</u> Date <u>7-24-12</u>
Addendum No. <u>2</u> Date <u>7-17-12</u> ;	Addendum No. <u>6</u> Date <u>7-24-12</u>
Addendum No. <u>3</u> Date <u>7-24-12</u> ;	Addendum No. <u>7</u> Date <u>7-27-12</u>
Addendum No. <u>4</u> Date <u>7-24-12</u> ;	Addendum No. <u>8</u> Date <u>7-27-12</u>
	<u>9</u> <u>7-30-12</u>

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

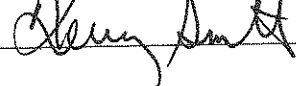
Panel-BB. Note 2 states that where possible new MCC buckets for existing equipment has been placed at or near their location in the existing MCC. This note applies to all the MCC's which leaves one to believe that all of the MCC's are existing and bidders may only quote two new MCC's as part of their Bid Alternates. Is this correct?	the base bid.
At Town Branch, didn't see any new equipment. Reference TB-E-01. The only thing referenced is bid alternate E3 where some disconnects are being replaced. Is this correct?	TB-E-01 does not show modifications to the existing distribution system and MCCs. Disconnect replacement is a bid alternative.
What is the contract period?	The contract period is 540 days as shown in section CA.
What is the minimum purchase order amount that will be processed by LFUCG for purchase orders identified in Section 01019, Part 1-GENERAL, 1.04 MATERIAL SUPPLIER PURCHASE ORDERS?	The minimum purchase order amount is \$25,000.
What is payment terms for material and equipment provided through purchase orders identified in Section 01019, Part 1-GENERAL, 1.04 MATERIAL SUPPLIER PURCHASE ORDERS?	LFUCG will make payment to suppliers as Contractor periodic pay estimates are processed. Payments terms will be the same as those specified for Contractor payment.


 Todd Slatin, Acting Director
 Division of Central Purchasing

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

COMPANY NAME: SMITH CONTRACTORS, INC.

ADDRESS: P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #2

Bid Number: 90-2012

Date: July 17, 2012

Subject: Town Branch & West Hickman WWTP Electrical,
SCADA, Blower/Aeration & Pump Station Imp.

Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

Bid opening date has been changed to August 2, 2012 @ 2:00 PM local time.

Todd Slatin *(Bj)*

Todd Slatin, Acting Director
Division of Central Purchasing

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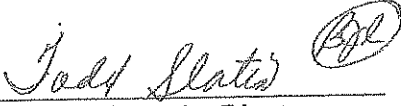
All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: SMITH CONTRACTORS, INC.

ADDRESS: P.O. Box 4811, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: *Dem Smith*

	2); Page P-7 provides a line under Division A and Division B for "Other, or equal" and a blank space to write in a dollar amount. We strongly suggest you add a line for the alternate manufacturer's NAME AND MODEL NUMBER to be stated as well. A value means nothing without identification of what it represents.	separate addendum to require blower manufacturer information.
71.	Sheet WH-E-05, Key Note 7 indicates the existing Overhead Distribution Conductors and Poles along the North, West and South sides of the plant are to be removed. Is the Contractor to dispose of this material or will the Owner take possession after removal?	The Contractor will dispose of material.


 Todd Slatin, Acting Director
 Division of Central Purchasing

#3

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COMPANY NAME: SMITH CONTRACTORS, INC

ADDRESS: P.O. BOX 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: 

#4


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

COMPANY NAME: SMITH CONTRACTORS, INC.

ADDRESS: P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: *Oliver Smith*

	software revision". Please supply software revision level.	provided during the project.
19.	Section 13310, Paragraph 2.09.M states "Contractor shall provide software and configuration to connect remotely to the SCADA system and view any screen for monitoring and control." Is a specific connection method required or is at the discretion of the Integrator?	The remote connection using the air cards must come through LFUCG IT network firewall to access the systems.
20.	Section 16721 specifies fixed mounted cameras. Sheet WH-E-59 provides a riser diagram. Neither provides the physical location of the cameras, the locations of power for the cameras panels or the routing of the fiber optic communication cable. Please define which cameras are to be located indoors and which are to be outdoors. Please provide additional details to enable preparing a cost estimate.	Drawing revisions providing additional information for camera electrical power are provided in a separate addendum.
21.	Section 16951, Paragraph 2.06 Are the spare parts listed in this section in addition to the spare parts identified in Section 13300, Paragraph 2.03.D.1 and Section 13311, Paragraph 1.09?	Revisions to Section 16951 will be issued by separate addendum to clarify this question. Spare parts required by Section 16951 will be for equipment specified in Division 16.


 Todd Slatin, Acting Director
 Division of Central Purchasing

#5

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

COMPANY NAME: SMITH CONTRACTORS, INC.

ADDRESS: P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: 

	<u>Conductors</u> - It states "Replace West Hickman direct burial conductors as shown on the drawings and specified in Division 16." The only notes that reference Alternative E-9 is Notes 2 and 3 on Sheet WH-E-06. Should Notes 15, 16, 17, 20 & 21 on page WH-E-05 be a part of Alternative E-9, because they state direct burial? Should any other notes be added to Alternate E-9?	17, 20 and 21 on Sheet WH-E-05. These notes will be modified by separate addendum.
14.	The cost for the electrical permit will be substantial for this project. Also it will be negotiated with two different electrical inspection entities. Will the Owner get involved in the negotiations of the electrical permit to reduce cost?	Electrical inspections and associated fees are responsibility of the Contractor.
15.	The specifications state there are no borings to determine where there is rock on the West Hickman site. Because we have done projects in prior years, we know there is rock. We encountered it in more than one area. We did no excavation in prior years around the heart of the project and do not know if there is rock to be encountered. Would the Owner consider a rock clause in lieu of the contractors having to guess and driving the price up?	Excavation is unclassified. A rock clause will not be added. LFUCG will make geotechnical information from previous projects available for Bidders to review. This information can be reviewed at Town Branch WWTP.
16.	On page WH-E-59, there is a one line diagram for a security camera system for both West Hickman and Town Branch. In Section 16721-10 of the Specifications a Video Surveillance System is described. Will there be any other information supplied before the bid date on this subject?	Additional information showing locations will be provided by separate addendum.
17.	This is a continuation of the question posed previously regarding blow-off valves on the relocated blowers. It would be very helpful if the drawings used the same B-XXXX ID on both the ASM, E and I sheets. Additionally it would be good to provide a venturi specification.	Venturi meter specification will be added by separate addendum.

Todd Slatin 

Todd Slatin, Acting Director
Division of Central Purchasing

#6

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

COMPANY NAME: SMITH CONTRACTORS, INC.

ADDRESS: P.O. BOX 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: 

21.	If the Owner does not accept Alternate E11, is the DeviceNet cable from the new starters in the screen control panels (3 locations) deleted? Or is it taken to another location? Please clarify in a future addendum.	If Bid Alternate E11 is not accepted, these signals will be connected to PLC-8A through DeviceNet. Refer also to Addendum 3, items 19 and 20.
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Todd Slatin 

Todd Slatin, Acting Director
Division of Central Purchasing

#7

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

COMPANY NAME: SMITH CONTRACTORS, INC.

ADDRESS: P.O. Box 480, 1741 BYPASS NORTH, LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: *Ken Smith*

32. SHEET NO. WH-I-52--WEST HICKMAN WASTEWATER TREATMENT PLANT - EXISTING INSTRUMENTATION P5 PANEL

DELETE: Notes 1 and 2 from this sheet and move them to WH-I-54, and apply them to P7.

33. SHEET NO. WH-E-58--WEST HICKMAN WASTEWATER TREATMENT PLANT DETAILS - 2

CHANGE: Reference to anti-siphon valve in detail C/WH-E-58 to be solenoid valve. Provide 2#12, 1#12 in 3/4" conduit from solenoid valve to generator fuel system for automatic control.

ADD: Leak gage for leak monitoring pipe.

Reinforcement for equipment pads in Details A, D, and E as follows:

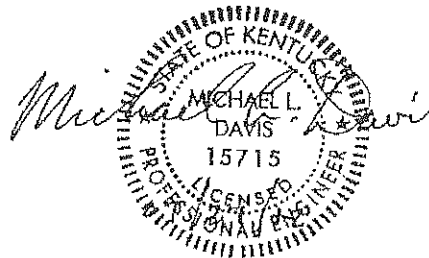
- Top slab - Double matt #4@12" top and bottom
- Turn-down - Single matt #4@10"
- Spread footing - Single matt #4@12"

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM

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Dated at Lexington, Kentucky
July 27, 2012

STRAND ASSOCIATES, INC.®
1525 Bull Lea Road, Suite 100
Lexington, KY 40511



SMITH CONTRACTORS, INC.

P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, KY 40342

x Alley Smith

	<p>\$25,000 threshold, or (B) Execute a Contract Amendment to delete sales taxes once the Owner has received the Contractors "Bid Material/Equipment Direct Purchase Break-Out Form" with supporting documents and determined which items exceeding \$25,000 LFUCG wishes to purchase direct.</p>	
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Todd Slatin *(BPL)* #9

 Todd Slatin, Acting Director
 Division of Central Purchasing

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COMPANY NAME: SMITH CONTRACTORS, INC.

ADDRESS: P.O. Box 480, 1241 BYPASS NORTH, LAWRENCEBURG, 40342

SIGNATURE OF BIDDER: *Alley Smith*

2. LEGAL STATUS OF BIDDER

Bidder Smith Contractors, Inc.

Date 08-02-12

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Kerry Smith, bearing the official title of President, whose signature is affixed to this Proposal, is duly authorized to execute contracts.

~~* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)~~

~~* 3. An individual, whose signature is affixed to this Proposal. (Print name)~~

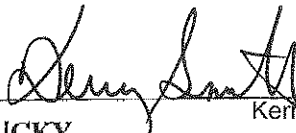
*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. BIDDERS AFFIDAVIT

Comes the Affiant, Kerry Smith, and after being first duly sworn, states under penalty of perjury as follows:

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

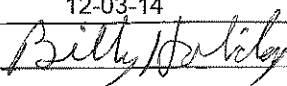


Kerry Smith

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by
Kerry Smith on this the 2nd day of August, 2012.

My Commission expires:

12-03-14


NOTARY PUBLIC, STATE AT LARGE, KY

4. LUMP SUM BASE BID

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following lump sum and/or unit prices which shall include the furnishing of all labor, materials, supplies, services, all items of cost, overhead, taxes (federal, state, local), and profit for the CONTRACTOR and any Subcontractor involved. The Bidder must make the extensions and additions showing the total amount of bid. The contract, if awarded, will be on the basis of material and equipment specified in the specification without consideration of possible substitute or "Or equal" items. (Per articles 16 and 17 of the Information for Bidders). LFUCG reserves the right to compare power consumption and blower lump sum costs to determine the best blower type and lump sum bid for Divisions A and B. The lowest lump sum base bid will be determined based on the selected blower type (Type 1 or Type 2 as noted in the Bid Form). Bid alternatives will be added or deducted from the lump sum base bid, if they are accepted, prior to Notice of Award being made. The LFUCG reserves the right to award the bid in its best interest and within fiscal constraints.

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

BID

Town Branch and West Hickman Creek Wastewater Treatment Plant Electrical, SCADA,
Blower/Aeration and Pump Station SCADA Improvements
Bid No. 90-2012
LEXINGTON-JAYETTE URBAN COUNTY GOVERNMENT

DIVISION A	Base Bid Zone 1 Aeration Blower Improvements	\$ <u>167,000.00</u>
DIVISION B	Lowest Base Bid Zone 2 Aeration Blower Improvements	\$ <u>1,550,000.00</u>
	Type 1 \$ <u>1,550,000.00</u>	
	Type 2 \$ _____	
	Other, or equal \$ _____	
DIVISION C	Town Branch WWTP Electrical/SCADA Improvements	\$ <u>1,550,000.00</u>
DIVISION D	West Hickman WWTP Electrical/SCADA Improvements	\$ <u>8,006,000.00</u>
DIVISION E	Pump Station Telemetry Improvements	\$ <u>1,015,000.00</u>
DIVISION F	CMMS System	\$ <u>50,000.00</u>
DIVISION G	Other Items Not Included in Divisions A through E above or Included in Additive Alternatives	\$ <u>180,000.00</u>

LUMP SUM BASE BID: TWELVE MILLION FIVE HUNDRED EIGHTEEN THOUSAND Dollars \$ 12,518,000.00

 (Words) (Numbers)

CONTRACTOR shall provide a price for both Type 1 and Type 2 blowers for Division B.

Contract award will be made based on the lump sum base bid or lump sum base bid with any combination of bid alternatives selected. Bid alternatives will be added or deducted from the lump sum base bid, if they are accepted, prior to Notice of Award being made.

OWNER reserves the right to accept or reject any bid alternatives or equipment alternatives to the lump sum base bid. Should OWNER wish to consider bid alternatives listed, Bidder may be required to provide additional information as listed in Article 6.05 of the General Conditions prior to Notice of Award. Consideration of equipment alternatives of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Agreement.

If a bid alternative is selected by OWNER, the awarded Contract price will include the selected alternative(s).

BID ALTERNATIVE B1: Zone 1 Aeration Diffuser Refurbishment

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Remove and replace diffuser membrane panels and supply hoses for all eight Zone 1 aeration tank membrane diffuser panels as shown on drawings WH-ASM-10 thru 15 and specified in Section 11375 .

The price of \$ 674,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR refurbish Zone 1 aeration diffusers.

BID ALTERNATIVE B2: Provide And Install Third New Blower In Zone 2

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Provide and install a third new Zone 2 aeration blower as shown on drawings WH-ASM-24, 26, 28, and 30, and specified in Section 11374A or 11374B. Include the cost of associated electrical supply modifications for the new blower. Include the cost of removing and relocating the third Zone 2 aeration blower to vacant floor space in the Zone 1 blower building. OWNER will retain possession of the relocated blower and appurtenances.

The price of \$ 487,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install a third new Type 1 blower in Zone 2.

The price of \$ 605,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install a third new Type 2 blower in Zone 2.

\$ _____ other or equal blower

BID ALTERNATIVE B3: Provide And Install Two New Blowers In Zone 1

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Provide and install two new Zone 1 aeration blowers as shown on drawings WH-ASM-04 thru WH-ASM-15 and specified in Section 11374A or 11374B . Include the cost of associated electrical supply modifications for the new blowers. Include the cost of removing and relocating the two Zone 2 aeration blower to vacant floor space in the Zone 1 blower building. OWNER will retain possession of the relocated blowers and appurtenances.

The price of \$ 702,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install two new Type 1 blowers in Zone 1.

The price of \$ 1,089,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR provide and install two new Type 2 blowers in Zone 1.

\$ _____ other or equal blower

BID ALTERNATIVE E1: West Hickman WWTP Exterior Lighting Replacement

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Remove and replace exterior lighting, including poles, luminaire, pole bases, conduit and conductors as shown on the drawings and specified in Section 16520.

The price of \$ 375,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace West Hickman WWTP exterior lighting.

BID ALTERNATIVE E2: West Hickman WWTP Interior Lighting Replacement

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Remove and replace interior lighting, luminaire, mounting hardware, conduit and conductors as shown on the drawings and specified in Section 16500.

The price of \$ 125,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace West Hickman WWTP interior lighting.

BID ALTERNATIVE E3: Town Branch WWTP Disconnect Replacement

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Remove and replace disconnect switches, mounting hardware, conduit and conductors as shown on the drawings and specified in Division 16.

The price of \$ 108,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace Town Branch WWTP disconnects.

BID ALTERNATIVE E4: West Hickman Influent Wetwell Conduit Relocation

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Replace existing conduit at the influent wetwell near the influent gate operators as shown on the drawings and specified in Division 16.

The price of \$ 14,800.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR reroute conduit at the West Hickman Influent Wetwell.

BID ALTERNATIVE E5: Town Branch Exit Light Installation

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Install exit lighting and associated conduit, conductors and mounting hardware as shown on the drawings and specified in Section 16500.

The price of \$ 26,800.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR install Town Branch exit lights.

BID ALTERNATIVE E6: West Hickman Emergency Lighting

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Remove and replace existing emergency lighting, luminaire, mounting hardware, conduit and conductors as shown on the drawings and specified in Section 16500.

The price of \$ 42,000.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace West Hickman emergency lighting.

BID ALTERNATIVE E7: Modifications To West Hickman MCC-BLA/B

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Modify MCC-BLA/B to provide dual feed arrangement as shown on the drawings and specified in Division 16.

The price of \$ 216,042.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR make modifications to MCC-BLA/B.

BID ALTERNATIVE E8: Replace West Hickman BRP Starters

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Replace 32 BPR starters in existing enclosures as shown on the drawings and specified in Section 16480.

The price of \$ 65,926.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace West Hickman BPR starters.

BID ALTERNATIVE E9: Replace West Hickman Direct Burial Conductors

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Replace West Hickman direct burial conductors as shown on the drawings and specified in Division 16.

The price of \$ 134,500.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace West Hickman direct burial conductors.

BID ALTERNATIVE E10: Replace Existing West Hickman MCC-SPR, MCC-SPRA And MCC-PG With New MCC-PG

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Replace existing West Hickman MCC-SPR, MCC-SPRA and MCC-PG with new MCC-PG as shown on the drawings and specified in Division 16.

The price of \$ 297,184.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace West Hickman MCC-SPR, MCC-SPRA, and MCC-PG.

BID ALTERNATIVE E11: Replace Existing West Hickman MCC-SG With New MCC-SG

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Replace existing West Hickman MCC-SG with new MCC-SG as shown on the drawings and specified in Division 16.

The price of \$ 184,797.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR replace West Hickman MCC-SG.

BID ALTERNATIVE E12: Provide 6-pulse VFDs Instead Of Specified 18-pulse VFDs For Nitrification Return Sludge Pumps (5 Total)

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Provide 6-pulse VFDs instead of specified 18-pulse VFDs for Nitrification Return Sludge Pumps as shown on the drawings and specified in Division 16.

The price of \$ (-75,898) shall be subtracted from the contract lump sum base bid if OWNER elects to have CONTRACTOR provide 6-pulse VFDs instead of specified 18-pulse VFDs.

BID ALTERNATIVE E13: Reconnect Power to the Existing Centrifuge

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Provide 12.47 kV primary conduit/conductors, 480 volt secondary conduit/conductors, 450 amp circuit breaker, reconnect existing 750 kVA transformer and reconnect centrifuge panel as shown on the drawings and specified in Division 16.

The price of \$ 60,300.⁰⁰ shall be added to the contract lump sum base bid if OWNER elects to have CONTRACTOR reconnect the existing centrifuge power.

BID ALTERNATIVE E14: Delete Substation No. 1 (Middle Substation) Replacement

CONTRACTOR shall include in the cost of the bid alternative ALL work associated with providing the scope listed below.

Delete the following items from Substation No. 1 improvements:

- 12.47 kV Non Walk-In Fused Switchboard
- 2-12.47 x 480 Volt Transformers
- 480 Volt Walk-In Switchgear
- Associated Conduit/Conductors
- New Fence
- New Grounding Grid
- Existing Fuel Tank Relocation

The existing 12.47 kV switchgear will be powered from new padmounted switch S1.

The price of \$ (-503,720.⁰⁰) shall be subtracted from the contract lump sum base bid if OWNER elects to delete replacement of the middle substation.

SUPPLEMENTAL UNIT PRICES

The following supplemental unit prices will apply in the event that additions to or deductions from the Work included in the Contract Documents are required. A single price shall be bid for each item. Item(s) shall become part of the Contract Documents to be used for additions to or deductions from the estimated quantities given below.


Item No.	Description	Quantity Included In The Lump Sum Base Bid	Unit	Unit Price	Total Amount Included In The Lump Sum Base Bid
1.	Wolf Run Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	1	EA	\$ <u>8490.⁰⁰</u>	\$ <u>8490.⁰⁰</u>
2.	Lower Town Branch Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	1	EA	\$ <u>9184.⁰⁰</u>	\$ <u>9184.⁰⁰</u>
3.	North Elkhorn Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	1	EA	\$ <u>9389.⁰⁰</u>	\$ <u>9389.⁰⁰</u>
4.	East Hickman Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	1	EA	\$ <u>8738.⁰⁰</u>	\$ <u>8738.⁰⁰</u>
5.	Lower Can Run Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	1	EA	\$ <u>8738.⁰⁰</u>	\$ <u>8738.⁰⁰</u>

Item No.	Description	Quantity Included In The Lump Sum Base Bid	Unit	Unit Price	Total Amount Included In The Lump Sum Base Bid
6.	South Elkhorn Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	1	EA	\$ <u>8738.⁰⁰</u>	\$ <u>8738.⁰⁰</u>
7.	Class B Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	7	EA	\$ <u>9365.⁰⁰</u>	\$ <u>65,555.⁰⁰</u>
8.	Class C Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	55	EA	\$ <u>9365.⁰⁰</u>	\$ <u>515,075.⁰⁰</u>
9.	Class D Pump Station SCADA panel upgrade including PLC, radio, antenna, installation, and start-up. Section 13312.	14	EA	\$ <u>9365.⁰⁰</u>	\$ <u>131,110.⁰⁰</u>

Respectfully Submitted,

BY: Smith Contractors, Inc.
(NAME OF FIRM)

DATE: 08-02-12

BY: 
Kerry Smith

TITLE: President

OFFICIAL ADDRESS AND PHONE:

P.O. Box 480

1241 Bypass North

Lawrenceburg, KY 40342 (Seal if Bid is by Corporation)

by signing this form you agree to all of the terms and associated forms.

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

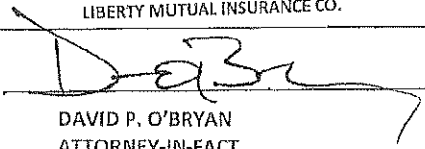
1. Name of Bidder: Smith Contractors, Inc.
2. Permanent Place of Business: 1241 Bypass North, Lawrenceburg, KY 40342
3. When Organized: 01-27-82
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
See attached

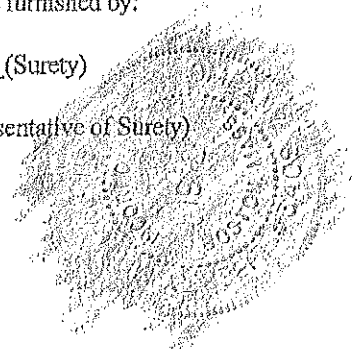
(Attach Separate Sheet if Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

LIBERTY MUTUAL INSURANCE CO. (Surety)
Signed:  (Representative of Surety)
DAVID P. O'BRYAN
ATTORNEY-IN-FACT



SMITH CONTRACTORS, INC. EQUIPMENT LISTING

<i>TYPE</i>
<i>BACKHOES, DOZERS, LOADERS & EXCAVATORS:</i>
36" 312C Bucket
Caterpillar 320-HC Hydraulic Excavator
Bobcat Compact Track Loader T190
Case 590SM Loader Backhoe - 2003
Caterpillar 330DL Excavator
Yanmar VIO 35 Mini Excavator VIO35
1997 Cat D6M XL Crawler Tractor
24" Compaction Wheel for a Cat 320
Caterpillar 330DL Excavator
Case 580M Loader Backhoe w/ 24" Bucket
Caterpillar 312C 30" Bucket
963D Caterpillar Track Loader
Caterpillar 324DL Long Reach Excavator
Case 580L Backhoe
Caterpillar 385 Excavator w/Bucket
2005 Caterpillar 963C Crawler Loader
2002 Cat D8R Series II Crawler Tractor
T250K Bobcat Loader
Case 590 Super Series II Backhoe
Caterpillar 336EL Hydraulic Excavator
Caterpillar 320DL Excavator
<i>CRANES:</i>
Terex RT175 Crane
1990 Link Belt LS-138H Crane
1981 Link Belt 100 Ton Crawler Crane LS-338
Link Belt 50 Ton Hydraulic Rough Terrain Crane
Terex TC4792 23.5 Ton Hydraulic Crane behind cab on 1999 Mack Flatbed Truck
Link-Belt LS 138H 75 Ton Crawler Crane
1999 Link Belt RTC8040 II 40 Ton 4x4x4 Rough Terrain Crane

SMITH CONTRACTORS, INC. EQUIPMENT LISTING

<i>TYPE</i>
<i>DRILLS & AIR COMPRESSORS:</i>
Jaegen Rock Drill
Sullair Compressor
Champion Air Compressor
I-R 250 CFM Compressor
Model 155 Drill
Model 155 Drill
Allied 730 Hy Ram
I-R 175 CFM Compressor
Rock Drill
Sullair Compressor/Breaker
1" Rock Drill
I-R P185 Compressor
Sullair Rock Drill
Air Compressor
I-R Air Compressor
Furukawa Hydraulic Drill
2004 Ingersoll-Rand PI85WJD Portable Air Compressor
<i>TRENCHERS:</i>
4010 Ditch Witch
<i>OTHER:</i>
Genie Scissor Man Lift
Pettibone 636 Telescopic Material Handler
1994 Caterpillar D400D Articulated Dump
Grove AMZ50 Manlift
Bobcat Landscape Rake, 6B
1999 JCB 560C Telescopic Forklift

8. The following is a list of similar projects performed by the bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
See attached		

9. The bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
See attached		

10. List Key bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Kerry Smith	President	30
Joe Smith	Vice President	13

SMITH CONTRACTORS, INC.

PREVIOUS WWTP PROJECTS

Schedule A

<i>Project Name, Location & Description</i>	<i>Owner</i>	<i>Design Engineer</i>	<i>Date Completed</i>	<i>Contract Price</i>	<i>Reference - Phone & Address</i>
<i>Auxillary Raw Water Intake</i> Murfreesboro, Tennessee	Murfreesboro Water & Sewer District	Smith Seckman Reid	June, 2001	\$ 3,713,198.11	Frank Smith, P.E. 3319 West End Drive, Suite 700, Nashville, TN 37203
<i>Nine Mile WWTP Expansion</i> Clermont County, Ohio	Clermont County Sewer District	Earth Tech	June, 2002	\$ 5,359,426.27	Eric Van Orman, P.E. P.O. Box 874, Grand Rapids, MI 49588
<i>WWTP Improvements</i> Charlestown, Indiana	City of Charlestown	Saegesser Engineers, Inc.	November, 2002	\$ 4,029,807.70	Bill Saegesser, P.E. 88 West McClain Avenue, Scottsburg, IN 47170
<i>WWTP Expansion</i> Columbia, Kentucky	City of Columbia	Monarch Engineering	July, 2003	\$ 3,854,819.73	David Bowles, P.E. 556 Carlton Drive, Lawrenceburg, KY 40342
<i>Wastewater Treatment Plant Improvement</i> Morehead, Kentucky	Morehead Utility Plant Board	Tetra Tech, Inc.	November, 2005	\$ 9,613,212.60	Herb Lemaster, P.E. 800 Corporate Drive, Lexington, KY 40503
<i>Wastewater Treatment Plant Upgrade</i> Lawrenceburg, Kentucky	City of Lawrenceburg	GRW Engineers, Inc.	August, 2006	\$ 7,430,813.27	John Martin, P.E. 801 Corporate Drive, Lawrenceburg, KY 40342
<i>Shayler Run Segment "C"</i> Clermont County, Ohio	Clermont Co. Sewer District	Balke American	July, 2007	\$ 6,436,222.64	Lyle Bloom, P.E. 2379 Clermont Center Drive, Batavia, OH 45103

SMITH CONTRACTORS, INC.
PREVIOUS WWTP PROJECTS

Schedule A

<i>Project Name, Location & Description</i>	<i>Owner</i>	<i>Design Engineer</i>	<i>Date Completed</i>	<i>Contract Price</i>	<i>Reference - Phone & Address</i>
<i>Contract 4 - Jessamine Creek Env. Facility</i> Nicholasville, Kentucky	City of Nicholasville	Tetra Tech, Inc.	October, 2008	\$ 5,278,831.58	Morey Lampson, P.E. 800 Corporate Drive, Lexington, KY 40503
<i>Contract 1 - Whitesburg WWTP</i> Whitesburg, Kentucky	City of Whitesburg	Summit Engineering	March, 2009	\$ 5,800,543.70	Kevin Howard, P.E. 120 Prosperous Place, Ste 101, Lexington, KY 40509
<i>Contract 536-07-01 Wastewater Treatment Facility</i> Owingsville, Kentucky	City of Owingsville	Bell Engineers	September, 2009	\$ 3,551,695.83	Ronald Rogers, P.E. P.O. Box 546, Lexington, KY 40588
<i>Contract 207 - Wastewater Treatment Plant Expansion</i> Gallatin, Tennessee	City of Gallatin	James C. Hailey Engineers	May, 2012	\$ 23,472,935.94	James Hailey, P.E. 7518 Hwy 70S, st. 100, Nashville, TN 37221
<i>WWTP Biosolids Facilities</i> Gallatin, Tennessee	City of Gallatin	James C. Hailey Engineers		\$ 6,350,549.00	James Hailey, P.E. 7518 Hwy 70S, st. 100, Nashville, TN 37221

Smith Contractors, Inc.

Current Projects

Schedule B

Project Name & Location	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion	Reference Including Address & Phone #
<i>Lower Howards Creek Inff PS & WWTP</i> Winchester, Kentucky	Winchester Municipal Utilities	Palmer Engineering	\$ 28,178,980.00	67%	790 days	Brian Ward, P.E. P.O. Box 747, Winchester, KY 40392 859-744-1218
<i>WTP Expansion & PS Upgrade</i> Grayson, Kentucky	Rattlesnake Ridge Water District	Sisler-Maggard Engineering	\$ 4,001,789.24	90%	365 days	Joe Sisler, P.E. P.O. Box 23279, Lexington, KY 40523 859-271-2978
<i>Raw Water Intake</i> Dover, Tennessee	North Stewart Utility District	James C. Hatley & Company	\$ 2,046,000.00	19%	480 days	Neal Westerman, P.E. 7518 Hwy 70S, Nashville, TN 37221 615-883-4933
<i>Water Treatment Plant</i> Dover, Tennessee	North Stewart Utility District	James C. Hatley & Company	\$ 3,826,000.00	24%	480 days	Neal Westerman, P.E. 7518 Hwy 70S, Nashville, TN 37221 615-883-4933
<i>Buechel Basin WW System</i> Louisville, Kentucky	Metropolitan Sewer District	Metropolitan Sewer District	\$ 2,453,890.00	38%	270 days	Jacob Brown, P.E. 700 West Liberty Street, Louisville, KY 40203 502-540-6000
<i>Red River WWTP</i> Stanton, Kentucky	Red River Wastewater Authority	Bell Engineering	\$ 9,093,000.00	2%	420 days	Ron Rogers, P.E. 2480 Fortune Dr., Ste 350, Lexington, KY 40509 859-278-5412
<i>Louisville Hill Road Stormwater Separation Project</i> Frankfort, Kentucky	City of Frankfort	Qk4 Engineering	\$ 1,219,079.00		210 days	Kenny Kingsbury, P.E. 815 West Mkt Street, Ste 300, Lexington, KY 40202 502-585-2222
<i>WWTP Improvements</i> Monticello, Kentucky	City of Monticello	Bell Engineering	\$ 5,808,600.00		365 days	Ron Rogers, P.E. 2480 Fortune Dr., Ste 350, Lexington, KY 40509 859-278-5412

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>DBE</u>	<u>MAJORITY</u>
See attached			

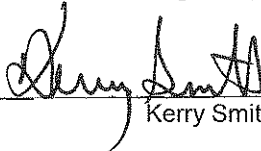
(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low bidder, we will submit to the Owner within 7 calendar days following the Bid Opening, a sworn statement on the Owner's form regarding all current work on hand and under contract, and a statement on the Owner's form of the experience of our officers, office management and field management personnel. Additionally, if requested by the Owner, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the Owner)—all in accordance with the Bid Documents.

Respectfully submitted:

Smith Contractors, Inc.

 (Name of Contracting Firm)

BY: 

 Kerry Smith

TITLE: _____
 President

DATE _____
 August 2, 2012

Current DBE Subcontractor Participation

Subcontractor Name	Project (Specific Type)	DBE	% of Work
Ideal Construction Inc.	Buechel Basin WW System (MSD) Sewer	MBE	11%
Bancroft Group, LLC	Buechel Basin WW System (MSD) Sewer	MBE	4%
TEM Electric Company, Inc.	Buechel Basin WW System (MSD) Sewer	MBE	2%
United Construction & Design	Buechel Basin WW System (MSD) Sewer	MBE	1%
Lykins Reinforcing Inc.	Buechel Basin WW System (MSD) Sewer	WBE	4%
Industrial Floors & Lining	Buechel Basin WW System (MSD) Sewer	WBE	2%
C.A. Fulkerson, LLC	Buechel Basin WW System (MSD) Sewer	WBE	1%
Kentuckiana Seismic Survey	Buechel Basin WW System (MSD) Sewer	WBE	1%

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of Bid.

<p><u>BRANCH OF WORK</u> <u>- LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.</p>	<p><u>SUBCONTRACTOR</u></p>	<p><u>DBE</u> yes/no \$ of proposed work</p>
1. <u>Electrical</u>	Name: <u>TEM</u>	<p><u>MBE</u> <u>\$6,000,000.</u> ^{us}</p>
	Address: <u>Lexington, Ky</u>	
2. _____	Name: _____	_____
	Address: _____	
3. _____	Name: _____	_____
	Address: _____	
4. _____	Name: _____	_____
	Address: _____	
5. _____	Name: _____	_____
	Address: _____	
6. _____	Name: _____	_____
	Address: _____	
7. _____	Name: _____	_____
	Address: _____	

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 90-2012

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.


MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. TEM Tom Masterson Lexington, Ky 502-434-0101	Electrical	6,000,000 ⁰⁰	46%
2.			
3.			
4.			

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

Smith Contractors, Inc.

Company
 08-02-12

Date



By Kerry Smith
 President

Title

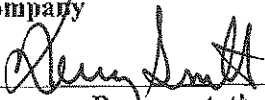
LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 90-2012

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

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

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

Smith Contractors, Inc.
 Company

 Company Representative
 Kerry Smith

08-02-12
 Date
President
 Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 90-2012

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Smith Contractors, Inc.	Contact Person Kerry Smith
Address/Phone/Email P.O. Box 480, 1241 Bypass North Lawrenceburg, KY 40342 502-839-4196	Bid Package / Bid Date 90-2012 / 08-02-12

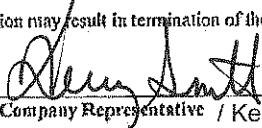
MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

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

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

Smith Contractors, Inc.
Company

08-02-12
Date


Company Representative / Kerry Smith

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 90-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

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

Smith Contractors, Inc.
Company



Company Representative
Kerry Smith

08-02-12
Date

President
Title

**7. AUTHENTICATION OF BID AND STATEMENT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State ___ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky X . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.

AUTHENTICATION OF BID AND STATEMENT OF

NON-COLLUSION AND NON-CONFLICT OF INTEREST (continued)

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID.

Signed by: Kerry Smith Kerry Smith

Firm: Smith Contractors, Inc.

Address: P.O. Box 480, 1241 Bypass North

Lawrenceburg, KY 40342

Telephone: 502-839-4196

Date: 08-02-12

8. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See attached

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

Smith Contractors, Inc.

KEY PERSONNEL

Schedule C

<i>Employee Name</i>	<i>Position</i>	<i>Date Started with SCI</i>	<i>Date Started In Construction</i>	<i>Prior Positions and Experience In Construction</i>
Kerry Smith	President/Owner	January, 1982	1970	Superintendent/Project Manager
Joe Smith	Vice-President	June, 1999	1998	Superintendent/Project Manager
Vandra Guffey	Treasurer	December, 1989	1982	Accounting Controller Asst.
Jerry Powell	Superintendent/ Project Manager	May, 1992	1972	Resume provided upon request
J.B. Rutledge	Superintendent	September, 1996	1973	Resume provided upon request
Jack Pennington	Superintendent	November, 1984	1983	Resume provided upon request
Dennis Muse	Superintendent	April, 2004	1984	Resume provided upon request
Jason Steinmetz	Superintendent/ Project Manager	December, 2001	2000	Resume provided upon request
Mike Craft	Superintendent	June, 2004	1994	Resume provided upon request

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

BY: Smith Contractors, Inc.
Name of Firm

DATE: 08-02-12

BY: 
Kerry Smith

TITLE: President

* Include all officers, office management's, Affirmative Action officials, and field management personnel.
Attach separate sheets if necessary.

9. 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 subcontractor 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 subcontractor 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 CONTRACTOR 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 Kerry Smith

Smith Contractors, Inc.

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as 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.

Any project over \$50,000 will require a Performance Bond in an amount equal to 100% of the contract.

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Smith Contractors, Inc.
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

Kerry Smith has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling 502-839-4196.

Signature: 
(Bidding Contractor) / Kerry Smith

Title: President
Date: 08-02-12

WORKFORCE ANALYSIS FORM

Name of Organization: Smith Contractors, Inc.

Date: 08 / 02 / 2012

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	2						2	
Professionals									
Superintendents	6	6						6	
Supervisors									
Foremen									
OPERATORS Technicians	13	13						13	
Protective Service									
LABORERS Para-Professionals	27	25				2		27	
Office/Clerical	6	2	3		1			2	4
Skilled Craft	10	8				2		10	
Service/Maintenance	5	5						5	
Total:	69							65	4

Prepared By: Kerry Smith

II. EVIDENCE OF INSURABILITY
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
 (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Name Insured: Smith Contractors, Inc. Employee ID: 502-839-4196
 Address: PO Box 480 Phone: 502-839-4196

Project to be insured: Lawrenceburg, KY 40342
Town Branch WWT P De-watered Sludge Conveyor Replacement

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions: the limits below should correspond with what comes back from Law Dept

Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
CGI	\$1,000,000/per occ. \$2,000,000/aggregate	\$1,000,000 per occ. \$2,000,000 Agg	Amerisure	000604	A
AUTO WC	\$1,000,000/per occ. Statutory	\$1,000,000 per occ. Statutory	Amerisure	000604	A
Employer's Liability	\$1,000,000	\$1,000,000	KY-AGC	055002	A-
			KY-AGC	055002	A-

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Garrett-Stotz Company Name of Authorized Representative: Steven W. Garrett
 Street Address: 1101 Aliant Ave. Title: Producer
 City: Louisville State: KY Zip: 40299 Authorized Signature: [Signature]
 Telephone Number: 502-415-7000 Date: 7/2/12

NOTE: Authorized signatures may be the agents if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED

12. SUPPLEMENTAL BLOWER DATA

Blower manufacturers shall provide the following information for their exact blower offering as bid. OWNER will consider the 20-year net present worth of power consumption in selecting which manufacturer (Type 1 or Type 2) to use in award of the Contract. Total input power is the electrical energy measured at the input to the blower starter on variable frequency drive.

Input power values shall be provided for the following conditions:

- Zone 1 discharge pressure 8.0 psi, elevation 890 ft ASL, power supply 480 volts, 3 phase, 60 Hz and inlet losses of 0.06 psi.
- Zone 2 discharge pressure 11.0 psi, elevation 888 ft ASL, power supply 480 volts, 3 phase, 60 Hz and inlet losses of 0.06 psi.

The following data applies to TYPE 1 (ABS):

Zone 1 Aeration

Month	Average Temperature °F	Average Relative Humidity %	Air Required scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	7,600		
February	34	67	7,600		
March	48	64	7,600		
April	55	65	7,600		
May	65	66	7,600		
June	74	67	7,600		
July	74	69	7,600		
August	76	67	7,600		
September	71	66	7,600		
October	58	66	7,600		
November	46	66	7,600		
December	37	74	7,600		

Zone 2 Aeration

Month	Average Temperature °F	Average Relative Humidity %	Current Demand (Year1)			Future Demand (Year 20)		
			Existing Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW	Design Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	9,000			17,100		
February	34	67	8,700			16,800		
March	48	64	8,000			15,700		
April	55	65	8,200			16,000		
May	65	66	7,600			15,000		
June	74	67	6,700			13,700		
July	74	69	6,800			13,700		
August	76	67	6,000			12,600		
September	71	66	6,300			13,000		
October	58	66	6,900			14,000		
November	46	66	7,600			15,100		
December	37	74	9,300			17,600		

The following data applies to TYPE I (or equal):Name: _____

Zone 1 Aeration – Model _____

Month	Average Temperature °F	Average Relative Humidity %	Air Required scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	7,600		
February	34	67	7,600		
March	48	64	7,600		
April	55	65	7,600		
May	65	66	7,600		
June	74	67	7,600		
July	74	69	7,600		
August	76	67	7,600		
September	71	66	7,600		
October	58	66	7,600		
November	46	66	7,600		
December	37	74	7,600		

Zone 2 Aeration – Model _____

Month	Average Temperature °F	Average Relative Humidity %	Current Demand (Year 1)			Future Demand (Year 20)		
			Existing Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW	Design Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	9,000			17,100		
February	34	67	8,700			16,800		
March	48	64	8,000			15,700		
April	55	65	8,200			16,000		
May	65	66	7,600			15,000		
June	74	67	6,700			13,700		
July	74	69	6,800			13,700		
August	76	67	6,000			12,600		
September	71	66	6,300			13,000		
October	58	66	6,900			14,000		
November	46	66	7,600			15,100		
December	37	74	9,300			17,600		

The following data applies to TYPE 2 (Siemens Turblex):

Zone 1 Aeration – Model

Month	Average Temperature °F	Average Relative Humidity %	Air Required scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	7,600		
February	34	67	7,600		
March	48	64	7,600		
April	55	65	7,600		
May	65	66	7,600		
June	74	67	7,600		
July	74	69	7,600		
August	76	67	7,600		
September	71	66	7,600		
October	58	66	7,600		
November	46	66	7,600		
December	37	74	7,600		

Zone 2 Aeration – Model

Month	Average Temperature °F	Average Relative Humidity %	Current Demand (Year 1)			Future Demand (Year 20)		
			Existing Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW	Design Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	9,000			17,100		
February	34	67	8,700			16,800		
March	48	64	8,000			15,700		
April	55	65	8,200			16,000		
May	65	66	7,600			15,000		
June	74	67	6,700			13,700		
July	74	69	6,800			13,700		
August	76	67	6,000			12,600		
September	71	66	6,300			13,000		
October	58	66	6,900			14,000		
November	46	66	7,600			15,100		
December	37	74	9,300			17,600		

The following data applies to TYPE 2 (or equal): Name: _____

Zone 1 Aeration

Month	Average Temperature °F	Average Relative Humidity %	Air Required scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	7,600		
February	34	67	7,600		
March	48	64	7,600		
April	55	65	7,600		
May	65	66	7,600		
June	74	67	7,600		
July	74	69	7,600		
August	76	67	7,600		
September	71	66	7,600		
October	58	66	7,600		
November	46	66	7,600		
December	37	74	7,600		

Zone 2 Aeration

Month	Average Temperature °F	Average Relative Humidity %	Current Demand (Year 1)			Future Demand (Year 20)		
			Existing Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW	Design Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	9,000			17,100		
February	34	67	8,700			16,800		
March	48	64	8,000			15,700		
April	55	65	8,200			16,000		
May	65	66	7,600			15,000		
June	74	67	6,700			13,700		
July	74	69	6,800			13,700		
August	76	67	6,000			12,600		
September	71	66	6,300			13,000		
October	58	66	6,900			14,000		
November	46	66	7,600			15,100		
December	37	74	9,300			17,600		

13. BID MATERIAL/EQUIPMENT DIRECT PURCHASE BREAK-OUT FORM

ITEM DESCRIPTION	MANUFACTURER (name on Purchase Order)	SUPPLIER/SELLER	QUANTITY	LUMP SUM (quoted sales price)
SUBTOTAL FROM THIS PAGE				
SUBTOTAL FROM PAGE 1				
SUBTOTAL FROM PAGE 2				
SUBTOTAL FROM PAGE 3				
SUBTOTAL FROM PAGE 4				
SUBTOTAL FROM PAGE 5				
SUBTOTAL FROM PAGE 6				
SUBTOTAL FROM PAGE 7				
TOTAL OF BREAKOUT ITEMS				
ALL OTHER COSTS (including, but not limited to labor profit, non-breakout materials, etc.)				
TOTAL BID				
(must agree with base bid lump sum as shown on page P-7 of the Form of Proposal)				

The following data applies to TYPE 1 (or equal):Name: APG-Neuros

Zone 1 Aeration NX350-C070 (discharge pressure of 8.0 PSIG)

Month	Average Temperature °F	Average Relative Humidity %	Air Required scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	7,600	1	229
February	34	67	7,600	1	230
March	48	64	7,600	1	239
April	55	65	7,600	1	244
May	65	66	7,600	1	251
June	74	67	7,600	1	259
July	74	69	7,600	1	259
August	76	67	7,600	1	261
September	71	66	7,600	1	256
October	58	66	7,600	1	246
November	46	66	7,600	1	237
December	37	74	7,600	1	232

Zone 2 Aeration NX500-C100 (Discharge Pressure of 11.0 PSIG)

Month	Average Temperature °F	Average Relative Humidity %	Current Demand (Year 1)			Future Demand (Year 20)		
			Existing Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW	Design Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	9,000	2	376	17,100	2	712
February	34	67	8,700	1	364	16,800	2	698
March	48	64	8,000	1	340	15,700	2	666
April	55	65	8,200	1	357	16,000	2	693
May	65	66	7,600	1	335	15,000	2	660
June	74	67	6,700	1	299	13,700	2	612
July	74	69	6,800	1	304	13,700	2	612
August	76	67	6,000	1	267	12,600	2	562
September	71	66	6,300	1	277	13,000	2	573
October	58	66	6,900	1	296	14,000	2	601
November	46	66	7,600	1	320	15,100	2	634
December	37	74	9,300	2	390	17,600	2	745

1.07 POWER GUARANTEE

A. General:

1. **Power Guarantee:** The blower manufacturer shall submit with the bid documents the guaranteed wire-to-air ("wire") kW for the blower units. The wire kW shall include all losses associated with the complete blower package, including motor, VFD, cooling losses, etc. at all specified operating points. The KW guaranteed will be the total kW consumption of the entire integrated unit, not just the blower.
2. Guarantees shall be based on zero negative tolerance on measured flow.
3. The total sum difference between the guaranteed and measured KW will be the basis for the performance penalty.
4. The manufacturer shall accurately measure delivered mass flow and input to the turbo blower package during the factory test and document the wire-to-air values by completing Table 1 and 2.

Table 1-Zone 1 Blower

Design Point	Operating Time %	Flow SCFM	Discharge Pressure psig	Inlet Temp oF	RH %	Guaranteed Wire Power kW	Evaluated Factor	Factored Wire Power kW
1	8%	7,600	8.0	33	69	260.4	0.08	20.8
2	8%	7,600	8.0	34	67	260.9	0.08	20.9
3	8%	7,600	8.0	48	64	265.4	0.08	21.2
4	8%	7,600	8.0	55	65	267.6	0.08	21.4
5	8%	7,600	8.0	65	66	271.9	0.08	21.8
6	9%	7,600	8.0	74	67	280.7	0.09	25.3
7	9%	7,600	8.0	74	69	276.2	0.09	24.9
8	9%	7,600	8.0	76	67	276.9	0.09	24.9
9	9%	7,600	8.0	71	66	274.4	0.09	24.7
10	8%	7,600	8.0	58	66	268.7	0.08	21.5
11	8%	7,600	8.0	46	66	264.6	0.08	21.2
12	8%	7,600	8.0	37	74	262.1	0.08	21.0
Total Guaranteed Factored Wire Power Draw (kW)								269.5

Table 2-Zone 2 Blower

Design Point	Operating Time %	Flow SCFM	Discharge Pressure psig	Inlet Temp oF	RH %	Guaranteed Wire Power kW	Evaluated Factor	Factored Wire Power kW
1	8%	5,700	11.0	33	69	266.7	0.08	21.3
2	8%	5,600	11.0	34	67	262.8	0.08	21.0
3	8%	7,850	11.0	48	64	367.3	0.08	29.4
4	8%	8,000	11.0	55	65	378.7	0.08	30.3
5	8%	7,500	11.0	65	66	358.4	0.08	28.7
6	9%	6,850	11.0	74	67	330.5	0.09	29.7
7	9%	6,850	11.0	74	69	330.6	0.09	29.8
8	9%	6,300	11.0	76	67	305.1	0.09	27.5
9	9%	6,500	11.0	71	66	300.2	0.09	27.0
10	8%	7,000	11.0	58	66	317.6	0.08	25.4
11	8%	7,550	11.0	46	66	338.2	0.08	27.1
12	8%	5,867	11.0	37	74	274.7	0.08	22.0
Total Guaranteed Factored Wire Power Draw (kW)								319.1

Note: The blower manufacturer shall reaffirm stated guaranteed wire KW values for the blower unit in the submittal. The guaranteed wire KW values shall match what is presented in the Bid form.

5. The proposed power consumption values will be used to compare with the as tested power consumption. The as tested total factored wire power consumption, measured in accordance with the testing specifications, as detailed in Paragraph 1.06.C of this specification, shall not exceed the proposed total factored wire power consumption.
6. In the event the as tested total factored wire power consumption is in excess of the proposed total factored wire power consumption, the Owner may accept the turbo blowers by imposing a power penalty of \$10,000 per kilowatt, per turbo blower in excess of the total factor power consumption submitted as a part of the bid agreement. The penalties shall be calculated to the nearest tenth of a kilowatt, for each turbo blower, and deducted from payments to CONTRACTOR for the work performed. A credit will not be allowed for any as tested total factored wire power draw under that proposed.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. General: Protect equipment during shipment in accordance with manufacturer's recommendations and applicable Division 1 provisions.

The following data applies to TYPE 2 (Siemens Turblex):

Zone 1 Aeration – Model STC-GO-10SF-GK200

Month	Average Temperature °F	Average Relative Humidity %	Air Required scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	7,600	1	260.4
February	34	67	7,600	1	260.9
March	48	64	7,600	1	265.4
April	55	65	7,600	1	267.6
May	65	66	7,600	1	271.9
June	74	67	7,600	1	280.7
July	74	69	7,600	1	276.2
August	76	67	7,600	1	276.9
September	71	66	7,600	1	274.4
October	58	66	7,600	1	268.7
November	46	66	7,600	1	264.6
December	37	74	7,600	1	262.1

Zone 2 Aeration – Model STC-GO-10-SF-GL210

Month	Average Temperature °F	Average Relative Humidity %	Current Demand (Year1)			Future Demand (Year 20)		
			Existing Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW	Design Average Air Demand scfm	Number of Blowers Operating Number	Total Input Power Draw KW
January	33	69	9,000	2	405.4	17,100	3	740.1
February	34	67	8,700	2	394.9	16,800	3	729.6
March	48	64	8,000	1	347.1	15,700	2	680.2
April	55	65	8,200	2	387.1	16,900	2	701.3
May	65	66	7,600	1	337.0	15,000	2	664.6
June	74	67	6,700	1	299.0	13,700	2	612.5
July	74	69	6,800	1	304.0	13,700	2	612.8
August	76	67	6,000	1	268.1	12,600	2	562.9
September	71	66	6,300	1	279.3	13,000	2	576.1
October	58	66	6,900	1	301.0	14,000	2	610.0
November	46	66	7,600	1	327.5	15,100	2	650.5
December	37	74	9,300	2	418.4	17,600	3	761.1

Note: Information is provided for information use only and is not guaranteed.

ABS

12 SUPPLEMENTAL BLOWER DATA

Blower manufactures shall provide the following information for their exact blower offering as a bid. OWNER will consider the 20-year net present worth of power consumption in selecting which manufacturer (Type 1 or Type 2) to use in award of the Contract. Total input power is the electrical energy at the input of the blower starter on the variable frequency drive.

Input Power Values shall be provided for the following conditions:

- * Zone 1 discharge pressure 8.0 psi, elevation 890 ft ASL, power supply 480 Volts, 3 phase 60 Hz and inlet losses of 0.06 psi
- * Zone 2 discharge pressure 11.0 psi, elevation 888 ft ASL, power supply 480 Volts 3 phase, 60 Hz and inlet losses of 0.06 psi

The following data applies to Type 1 (ABS):
Zone 1 Aeration

Month	Average Temp Deg F	Average Relative Humidity %	Air Required SCFM	Number of Blowers Operating Number	Total Input Power Draw kW
January	33	69	7,600	One	215.3
February	34	67	7,600	One	215.7
March	48	64	7,600	One	222.7
April	55	65	7,600	One	226.3
May	65	66	7,600	One	231.9
June	74	67	7,600	One	237.1
July	74	69	7,600	One	237.2
August	76	67	7,600	One	238.2
September	71	66	7,600	One	235.3
October	58	66	7,600	One	228.0
November	46	66	7,600	One	221.7
December	37	74	7,600	One	217.3

12 SUPPLEMENTAL BLOWER DATA

Blower manufactures shall provide the following information for their exact blower offering as a bid. OWNER will consider the 20-year net present worth of power consumption in selecting which manufacturer (Type 1 or Type 2) to use in award of the Contract. Total input power is the electrical energy at the input of the blower starter on the variable frequency drive.

Input Power Values shall be provided for the following conditions:

- * Zone 1 discharge pressure 8.0 psi, elevation 890 ft ASL, power supply 480 Volts, 3 phase 60 Hz and inlet losses of 0.06 psi
- * Zone 2 discharge pressure 11.0 psi, elevation 888 ft ASL, power supply 480 Volts 3 phase, 60 Hz and inlet losses of 0.06 psi

The following data applies to Type 1 (ABS):
Zone 2 Aeration

Month	Average Temp Deg F	Average Relative Humidity %	Current Demand (Year 1)			Future Demand (Year 20)		
			Existing Average Air Demand SCFM	Number of Blowers Operating	Total Input Power Draw kW	Design Average Air Demand SCFM	Number of Blowers Operating	Total Input Power Draw kW
January	33	69	9,000	One	335.1	17,100	Three	633.2
February	34	67	8,700	One	321.4	16,800	Three	625.7
March	48	64	8,000	One	299.6	15,700	Two	586.4
April	55	65	8,200	One	313.5	16,000	Two	608.5
May	65	66	7,600	One	293.6	15,000	Two	578.7
June	74	67	6,700	One	263.8	13,700	Two	538.4
July	74	69	6,800	One	267.4	13,700	Two	538.5
August	76	67	6,000	One	239.7	12,600	Two	500.2
September	71	66	6,300	One	247.6	13,000	Two	509.6
October	58	66	6,900	One	262.5	14,000	Two	531.8
November	46	66	7,600	One	281.7	15,100	Two	559.4
December	37	74	9,300	One	354.4	17,600	Three	653.7

SECTION 00430
5% BID BOND

BIDDER (Name and Address):

SMITH CONTRACTORS, INC.
PO BOX 480
LAWRENCEBURG, KY 40342

SURETY (Name and Address of Principal Place of Business):

LIBERTY MUTUAL INSURANCE CO.
450 PLYMOUTH RD SUITE 400
PLYMOUTH MEETING, PA 19462

OWNER (Name and Address):

Lexington Fayette Urban County Government
200 East Main St
Lexington, KY 40507

BID:

BID DUE DATE: 08-02-12 KS

PROJECT (Brief Description Including Location):

Town Branch & West Hickman Creek WWTP Improvements

BOND:

BOND NUMBER: N/A
DATE: (Not later than Bid Due Date): 08-02-12 KS
PENAL SUM: FIVE PERCENT BID AMOUNT 5% BID AMOUNT

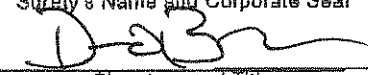
Surety and Bidder, intending to be legally bound hereby, subject to the terms hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

SURETY

LIBERTY MUTUAL INSURANCE CO.
Surety's Name and Corporate Seal

(Seal)

By:


Signature and Title
(Attach Power of Attorney)

DAVID P. O'BRYAN
ATTORNEY-IN-FACT

Attest:


Signature and Title


CHRIS CYTERSKI
KY RESIDENT AGENT

BIDDER

SMITH CONTRACTORS, INC.
Bidder's Name and Corporate Seal

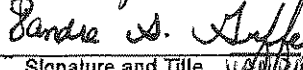
(Seal)

By:


Signature and Title

KERRY SMITH, PRESIDENT

Attest:


Signature and Title

VANDY GUFFEY, TREASURER

Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond. Payment of penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5111424

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **DAVID P. O'BRYAN, CHRISTOPHER A. CYTERSKI, DAVID DOUGLAS, ALL OF THE CITY OF LOUISVILLE, STATE OF KENTUCKY**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY MILLION AND 00/100**..... **DOLLARS (\$ 20,000,000.00**.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 24th day of January 2012

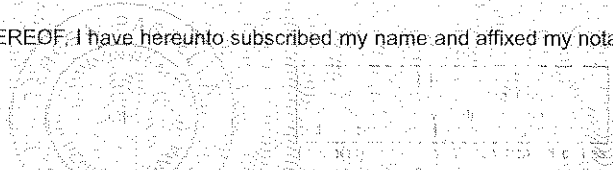
LIBERTY MUTUAL INSURANCE COMPANY

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2012, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of AUGUST, 2012
KS

By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.