

INVITATION TO BID

Bid Invitation Number: **58-2014**

Date of Issue: **03/18/2014**

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 **04/01/2014**. 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.

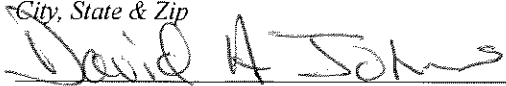
Bids are to include all shipping costs to the point of delivery located at: 301 Lisle Industrial Ave, Lexington, KY

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
Primary Clarifier Equipment for Town Branch WWTP
See specifications

<p style="text-align: center;"><u>Check One:</u></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><u>98</u> days after acceptance of bid.</p>
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<u>Procurement Card Usage</u>
<p><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?</p> <p><input checked="" type="checkbox"/> No</p>

Submitted by: Allied-Locke Industries
Firm
1088 Corregidor Road
Address
Dixon, IL 61021
City, State & Zip

Signature of Authorized Company Representative – Title
David A. Johns
Representative's Name (Typed or printed)
(815)288-1471 x283 1-800-462-3130
Area Code - Phone – Extension Fax #
daj@alliedlocke.com
E-Mail Address

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

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

AFFIDAVIT

Comes the Affiant, Allied-Locke Industries, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is David A. Johns and he/she is the individual submitting the bid or is the authorized representative of

Allied-Locke Industries,

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.

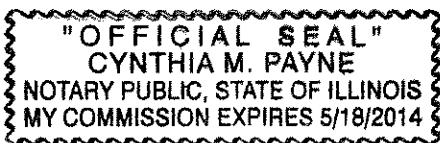
David A. Johns

STATE OF Illinois

COUNTY OF Lee

The foregoing instrument was subscribed, sworn to and acknowledged before me by David A. Johns on this the 28th day of March, 2014.

My Commission expires: 5/18/2014



Cynthia M. Payne
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.Green Seal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No XX

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 #58-2014 Primary Clarifier Equipment for Town Branch WWTP”

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A Certified / Cashier's Check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful

bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-(1) year renewals 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 the first 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- (XXXX) 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.

LFUCG Non-Appropriation Clause

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

David A. Johns
Signature

Allied-Locke Industries
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.

David A. Johns
Signature

3-28-2014
Date

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$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.

UNIT PRICE CONTRACT
FOR
CHAIN & FLIGHT AND SCUM SKIMMING EQUIPMENT
RECTANGULAR PRIMARY CLARIFIER(S)
FOR TOWN BRANCH WWTP

GENERAL

1. There are twelve (12) existing double tank primary clarifiers in use at the Town Branch WWTP that will be subject to replacement and/or repair of existing chain and flight equipment/components and/or scum skimming equipment/components during this Unit Price Contract period. The successful bidder will be supplying the following specified equipment/components on a unit price basis. There is no guarantee on the quantity that will be purchased during the duration of the unit price contract. However, subject to budgetary constraints, the goal is to replace the aforementioned and specified within equipment on at a minimum of three (3) primary clarifiers per fiscal year and/or replace/repair damaged equipment individually as necessary.
2. Installation shall be by Town Branch WWTP personnel.
3. 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.
4. This unit price contract shall be in effect for two (2) years from the date of approval with an option for two (2) additional one (1) year extension(s).

SCOPE OF SUPPLY

1. Furnish new chain & flight and/or scum skimming equipment/components as specified herein.
2. Equipment/components to be detailed to meet or exceed minimum standards of existing FMC, Original Equipment Manufacturer (OEM), installed equipment/components in **existing** rectangular concrete basins as shown on plans.
3. The winning Bidder will be required to provide the services of a qualified field technician to assist in inspection, startup, and operator training (if necessary) for up to and including three (3) trips for five (5) working days total.
4. Furnish installation, operation and maintenance (O &M), MSDS, informational and/or technical specification(s) instructional manuals/brochures and/or bulletins associated with supplied equipment/components, minimum of two (2) hard copies and one (1) digital copy (if available).

GENERAL REQUIREMENTS

1. The system, equipment/components, furnished shall be supplied by an established supplier and must provide evidence of a minimum of five (5) supplied systems equal to or greater than the system to be supplied with this contract.

Specification Compliant	
Yes	No
X	

2. The system supplier must provide evidence of a minimum of five (5) years as a supplier of all equipment the same as or similar to that required for supply in this contract.

Specification Compliant	
Yes	No
X	

3. System Supplier must be an ISO 9001 registered quality system.

Specification Compliant	
Yes	No
X	

4. The System Supplier, Equipment Manufacturer, shall warrant that the products and parts manufactured, and the work performed by the Equipment Manufacturer (not including installation, construction and startup), will be free from defects in material and workmanship for a period of one (1) year from first beneficial use of the equipment, or eighteen (18) months after shipment to jobsite, whichever comes first

Specification Compliant	
Yes	No
X	

5. There shall be no additional costs to the Owner considered for changes or modifications necessary for the installation of an approved alternate. Any and all additional costs including but not limited to, engineering design, review, excavation, concrete, piping, electrical, etc. shall be borne by the Bidder.

Specification Compliant	
Yes	No
X	

DETAILED REQUIREMENTS

1. The dimensions for the existing primary clarifiers are as follows:

a. Existing Rectangular Concrete Basin Dimensions:

i. Clarifiers 1 – 6

1. Longitudinal length: 130' – 0" (inside)(typical 12)
2. Tank width: 14' – 0" (inside)(typical 12)
3. Cross Collector Basin length: 29' – 0" (inside)(typical 6)
4. Cross Collector Basin Width: 6' – 1" (inside)(typical 6)
5. Note: See attachments JK5325-16, JK5325-17, JK5325-18, JK5325-19, JK5325-20, and JK5325-21 for additional dimensions and/or specifications for existing FMC Chain & Flight and Scum Skimming equipment/components

b. Existing Rectangular Concrete Basin Dimensions:

i. Clarifiers 7 – 12

1. Longitudinal length: 130' – 0" (inside)(typical 12)
2. Tank width: 14' – 0" (inside)(typical 12)
3. Cross Collector Basin Length: 29' – 0" (inside)(typical 6)
4. Cross Collector Basin Width: 6' – 1" (inside)(typical 6)
5. Note: See attachments JK5325-1, JK5325-2, JK5325-3, JK5325-4, JK5325-5, and JK5325-6 for additional dimensions and/or specifications for existing FMC Chain & Flight and Scum Skimming equipment/components

MANUFACTURER'S SERVICES

1. Technical Representative: The Manufacturer shall furnish the services of trained technical representatives as needed to provide for a satisfactorily operating system. Service to be included are as follows:

a. Prior to equipment delivery, the Manufacturer shall furnish to the Owner a minimum of two (2) sets of complete installation, operation, and/or maintenance manuals which shall include assembly drawings parts lists, and detailed written instructions for the installation. Additionally, Manufacturer shall furnish to the Owner one (1) complete digital version, if available, of the aforementioned documents in pdf or similar format for which a free viewer is available to the Owner.

Specification Compliant	
Yes	No
X	

2. The winning Bidder will be required to provide the services of a qualified field technician to assist in inspection, startup, and operator training (if necessary) for up to and including three (3) trips for five (5) working days total.

Specification Compliant	
Yes	No
X	

SUBMITTALS

1. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all limitations of the warranty.

Specification Compliant	
Yes	No
X	

2. 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

Specification Compliant	
Yes	No
X	

Specification

3. Shop Drawings: All equipment and materials shall be new and shall be specially designed or selected for the function and service specified.

Compliant	
Yes	No
X	

4. Operation and Maintenance Manuals: Prior to delivery of equipment and up-dated as required during the installation of the equipment, the Manufacturer shall furnish complete and detailed installation, operation, and/or maintenance manuals, minimum of two (2) hard copies and one(1) digital format version, if available, which shall include the following information as a minimum requirement:

Specification Compliant	
Yes	No
X	

- a. Name, address, and phone number of nearest competent service organization who can supply parts and service. If this is not the Manufacturer's own service department, then furnish the letters confirming that the named organization has been factory authorized to represent the manufacturer of the equipment furnished.
- b. Complete descriptive literature and drawings of all material furnished.
- c. Installation, operation, and maintenance brochures from the original manufacturers of all mechanical components such as drive unit(s), electric motor(s), bearings, etc., incorporated into the completed installation.
- d. Recommended spare parts list as required.
- e. All required assembly, installation, alignment, adjustment, and checking instructions.
- f. All required operating instructions.
- g. All required maintenance instructions including schedules of routine maintenance and lubrication checks.

PRODUCTS

1. Collector Chains:

a. Longitudinal Collector: The collector chain links will be type NCS720S with curved sidebars manufactured completely of glass reinforced polymeric materials. The chain will have 6.000" pitch, will weigh approximately 1.5 lbs/ft, will have a minimum working load of 3100 lbs and will have an average ultimate tensile strength of 6500 lbs. The chain links are curved sidebar type for use with chain saver RIM sprockets and will have integrally molded retainer lugs on (1) one link sidebar of every link to properly secure pins and prevent pin rotation. The pins will be manufactured to provide full dead load bearing capacity throughout the full length of the link side bar hubs and will feature a T-head to properly engage retainer lugs and prevent pin rotation. Chain construction will not require special tooling and will consist of (1) one $\text{\O}^{15/16}$ " nominal polymeric pin with an integrally molded retainer ring to provide a positive locking contact around the periphery of the pin end sidebar hub. The attachment links will be of similar construction to the plain chain links, with the flight pusher plate extending the full depth of the flight pusher plate extending the full depth of the flight (molded integrally within the link sidebars). The F228 attachment mounting hole spacing for the longitudinal collector will conform to ANS B29.21-2013-Table 5, accommodating (4) four $\text{\O}^{3/8}$ " stainless steel bolts and will be every 20th pitch x 10 ft. coils that intercouple with Allied – Locke Industries (ALI) NCS720S chain

Specification Compliant	
Yes	No
X	

b. Cross Collector: Non-metallic chain with same material properties as indicated for Longitudinal Collector with the following setup: The F226 attachment mounting hole spacing for the cross collector chain will conform to ANSI B29.21M-1996-Table 7, accommodating (4) four $\text{\O}^{3/8}$ " stainless steel bolts and will be every 10th pitch x 10 ft. coils that intercouple with Allied – Locke Industries (ALI) NCS720S chain.

Specification Compliant	
Yes	No
X	

c. Drive chains: shall be of the non-metallic low friction Acetal design, cast nylon NH78 with corrosion resistant stainless steel chain pins. Chain links shall be of one piece construction. The drive chain shall consist of 2.609" pitch links and shall have a minimum working load of 1740 lbs. The height of the side bars shall not be less than $1\frac{1}{8}$ " and the overall width shall not exceed $3\frac{1}{4}$ ". Chain shall intercouple with Allied – Locke Industries (ALI) NH78 chain.

Specification Compliant	
Yes	No
X	

2. Collector Flights:

a. Longitudinal Collector: Constructed of FRP, designed to suit a 12 lb/ft uniform load with 1½” maximum deflection. All will be accurately drilled & notched at the factory for wear shoes and flight attachment bolts.

Specification Compliant	
Yes	No
X	

1. Clarifiers #7 – 12: Nominal 3” X 8” X 13’-8” FRP “C” channel flight
2. Clarifiers #1 – 6: Nominal 3” X 8” X 13’-5” FRP “C” channel flight

b. Cross Collector: Constructed of FRP, designed to suit a 12 lb/ft uniform load with 1½” maximum deflection. All will be accurately drilled & notched at the factory for wear shoes and flight attachment bolts.

Specification Compliant	
Yes	No
X	

1. Clarifiers #1 - 12: Nominal 3” X 6” X 4’-11” FRP “C” channel flight

c. Filler Blocks: Polypropylene filler blocks shall be provided with flights

1. 8” filler blocks for longitudinal flights
2. 6” filler blocks for cross flights

Specification Compliant	
Yes	No
X	

d. Flight Bolt Kit(s): Material of construction: 316 Stainless Steel, for longitudinal and cross collector flights

Specification Compliant	
Yes	No
X	

3. Wear Shoes: Each flight shall be equipped with (4) four wearing shoes on the longitudinal flights and (2) two wearing shoes on the cross flights to ride on the carry and return rails.

Specification Compliant	
Yes	No
X	

- a. Carry Wear Shoe(s):** Carry wear shoes shall be 3” x 3” x ½” and be comprised of Polyurethane. Carry wear shoes shall have (2) two useable wearing surfaces and shall be reversible.
- b. Return Wear Shoe(s):** Return wear shoes shall be 3” x 3” x ½” and be comprised of Polyurethane. The return wearing shoes shall be double drilled reversible type and include a guide lug for proper tracking of the flight on the track.

4. **Shafting & Sprockets:**

a. **Shaft(s):** shall be AISI 1018 solid cold finished steel, full width at $2\frac{15}{16}$ " diameter

Specification Compliant	
Yes	No
X	

b. **Head Shaft(s)**

i. Longitudinal head shaft will be $2\frac{15}{16}$ " x 13'-11"

ii. Cross collector head shaft will be $2\frac{15}{16}$ " x 4'-11"

iii. Submerged bearings for steel shafts shall be of the solid peak cap type, self aligning, equipped with UHMW-PE liners. The bearing housing bracket shall be open on one side to permit easy removal of the shaft without removing the housing bracket from the wall.

c. **Static Shaft(s):** Static shafts shall extend across the entire tank width. Shafts will be held in place, resting on an AISI 304 stainless steel bracket bolted down using AISI 316 stainless steel U-bolts.

d. Shafting to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal.

e. *****Optional Stub Shaft(s):** Optional stub shaft(s) shall be of the same diameter as the above indicated "Static Shaft(s)" and will be considered for installation in lieu of the full-length "Static shaft(s)" for non-driven Shaft(s)/Sprocket locations.

Specification Compliant	
Yes	No
X	

5. **Sprockets:**

a. **Drive Sprockets:** The drive sprocket assembly shall be a non-metallic "A" style sprocket consisting of 11 teeth and bolted to the torque limiter.

Specification Compliant	
Yes	No
X	

b. **Driven Sprockets:** Driven sprockets shall have non-metallic, segmental UHMW-PE teeth mounted on a full split cast nylon body. The sprocket shall have 40 teeth with a pitch diameter of not less than 33.25 inches.

Specification Compliant	
Yes	No
X	

c. **Head Shaft Sprockets:** Head shaft sprockets shall be made of cast nylon and shall have a hunting tooth design consisting of 23 teeth and a pitch diameter of not less than 22.21 inches. Head shaft sprockets shall also have chain-saver rims.

Specification Compliant	
Yes	No
X	

d. **Idler Sprockets:** Idler sprockets shall be made of cast nylon and static sleeve bushings shall be made of Nyoil. Sprockets shall include chain-saver rims. Idler sprockets shall be of a 19 hunting tooth design with a pitch diameter not less than 18.45 inches and be of split construction.

Specification Compliant	
Yes	No
X	

e. Sprockets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal.

6. **Return Rails and Bracket(s):**

a. **Rails:** The longitudinal collector return rail and hold down rail shall be 3 ½" x 3" x ⅜" x 240" FRP and shall have the same composition as for the flights above. Splices shall be accurate, so that wearing plates pass smoothly from one rail to the next. Return rails shall be straight and have a true 90 degree angle so that the shoes bear evenly and uniformly.

Specification Compliant	
Yes	No
X	

b. **Wearing Strips**

i. **Return Wear Strips:** Wearing strips made of UHMW-PE measuring 3 ½" wide by 10 ft. long and ⅜" thick shall be provided for return rails. Wearing strips shall be attached using type 316 stainless steel hardware and shall not protrude above the flat surface of the wearing strip.

Specification Compliant	
Yes	No
X	

ii. **Carry Wear Strips:** Wearing strips made of UHMW-PE measuring 5" wide by 10 ft. long and ⅜" thick shall be attached using type 316 stainless steel hardware and shall not protrude above the flat surface of the wearing strip.

c. **Brackets:** Rails shall be supported on non-metallic brackets with a non-metallic run shoe attached with hardware as recommended by the manufacturer.

Specification Compliant	
Yes	No
X	

d. Return rails and brackets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal.

7. **Drive Unit and Gear Box:**

a. Drive Unit shall consist of an electric motor and speed reducer gearbox to produce the required torque (approx. 16,000 in/lbs) to operate the system, ratio 1478/1 and 739/1 resulting in output speeds of 1.2 and 1.4 RPM. Reference drawing(s) JK5325-5 (clarifiers 7-12) and JK5325-20 (clarifiers 1-6), attached.

Specification Compliant	
Yes	No
X	

b. Drive units shall be sized for continuous (24) twenty-four hour service. The reducer shall be sized for the required service and shall be of the helical, cycloidal or worm gear type. Reducer shall be totally enclosed, running in oil or grease with anti-friction bearings.

Specification Compliant	
Yes	No
X	

Specification

c. The motor shall be totally enclosed, 1800 rpm's, three phase, 60Hz, 230/460 volts and have a service factor of 1.5. The motor shall be connected directly to the reducer and shall be sized to transmit the required torque.

Compliant	
Yes	No
X	

d. The base plate will support the motor and reducer gearbox and will have (4) four gearbox mounting holes and (4) plate mounting holes.

Specification Compliant	
Yes	No
X	

e. **Torque Limiter:** Drive units shall be equipped with a ball detent type torque limiter, which transmits torque through balls retained in detents against adjustable spring pressure, for each mechanism operated to permit disengagement of each mechanism separately, equipped with overload clutch, bores with KW and SS to fit gearbox shafting. Settings will be 2,650 in-lbs for startup and normal running of the longitudinal collector and 1,100 in-lbs for startup and normal running of the cross collector. Upon overload, the spring loaded plunger of the safety element will move axially, which will allow the overload to be detected by the recommended proximity sensor. The torque limiter shall be weather resistant for outdoor applications with all external exposed components made of Type 316 stainless steel. Drive sprocket will bolt to torque limiter with stainless steel hardware.

Specification Compliant	
Yes	No
X	

f. Drive unit(s) and torque limiters to be as supplied by Allied – Locke Industries (ALI) or Owner approved equal.

g. Drive Unit(s) shall be shipped unassembled and will be assembled in the field by Town Branch WWTP personnel.

Scum Trough:

a. Scum trough shall be FRP/stainless steel/carbon steel pipe conforming to ASTM D2996/ASTM A312/ASTM A106 specifications with diameters consistent with existing plan drawings: (Clarifiers 7-12) JK5325-7 thru JK5325-11 and (Clarifiers 1-6) JK5325-22 thru JK 5325-26, attached.

Specification Compliant	
Yes	No
X	

b. 60 degree slots shall be cut symmetric with respect to the vertical axis utilizing the scum pipe cross section as a reference.

c. At regular intervals of not more than 2 ½ feet, a 2 inch wide band of the full pipe periphery shall be left in the pipe to act as a stiffener.

d. The exterior of the FRP scum trough shall be coated with a gray opaque gel topcoat containing UV inhibitors.

e. Two (2) full circle, flanged, Class 30 cast iron, wall connectors shall be provided for mounting on the tank walls.

Specification

- f. The wall bearing housing will be manufactured with a stepped bore designed to retain a ½" PTFE-Impregnated Synthetic Fiber packing seal to be inserted into the wall bearing housing prior to sleeve assembly and a neoprene gasket to seal the wall connector to the wall.

Compliant	
Yes	No
X	

- g. 316 stainless steel expansion anchors shall be provided for mounting skimmer wall brackets and hand wheel support.

Specification Compliant	
Yes	No
X	

- h. One (1) gear operated mechanism shall be provided for each scum trough consisting of the following components:

Specification Compliant	
Yes	No
X	

- i. One (1) 1 ½" Schedule 40 steel pipe shaft extension connecting the drive unit to the worm drive shaft.
- ii. One (1) 1 ½" diameter cold rolled steel C1018 drive shaft key seated as required through worm gear and bolted to shaft extension pipe.
- iii. Two (2) Dodge rigid, UHMW lined pillow block bearings for supporting the 1 ½" diameter worm shaft.

- i. Scum trough and brackets to be as supplied by Allied – Locke Industries (ALI) or Owner approved equal.

Item	Description	Unit	Unit Price
<p align="center">Collector Chains: Longitudinal Collector with F228 Attachments every 20th pitch</p>	<p>The collector chain links will be type NCS720S with curved sidebars manufactured completely of glass reinforced polymeric materials as specified herein and intercouple with Allied – Locke Industries (ALI) NCS720S chain , or equal</p>	<p align="center">10' Coil(s)</p>	<p align="center">95.63</p>
<p align="center">Collector Chains: Cross Collector with F226 Attachments every 10th pitch</p>	<p>Non-metallic chain with same material properties as indicated for Longitudinal Collector with setup as specified herein and intercouple with Allied – Locke Industries (ALI) NCS720S chain , or equal</p>	<p align="center">5' Coil(s)</p>	<p align="center">51.94</p>
<p align="center">Collector Chains: Drive chains</p>	<p>Shall be of the non-metallic low friction Acetal design, cast nylon NH78 with corrosion resistant stainless steel chain pins as specified herein. Chain shall intercouple with Allied – Locke Industries (ALI) NH78 chain, or equal</p>	<p align="center">14.13' Coil(s)</p>	<p align="center">182.75</p>

Item	Description	Unit	Unit Price
<p style="text-align: center;">Collector Flights: Longitudinal Collector</p>	<ul style="list-style-type: none"> • Constructed of FRP, designed to suit a 12 lb/ft uniform load with 1½" maximum deflection. • All will be accurately drilled & notched at the factory for wear shoes and flight attachment bolts, length of flights are to be as specified herein. • 8" Polypropylene filler blocks shall be provided with flights, and flight bolt kit(s). • Wear Shoes: Each flight shall be equipped with (4) four reversible wearing shoes to ride on the carry and return rails as specified herein. • Clarifiers 7 – 12: <ul style="list-style-type: none"> ○ Nominal 3"X8"X13'-8" FRP "C" channel flight • Clarifiers 1 – 6: <ul style="list-style-type: none"> ○ Nominal 3"X8"X13'-5" FRP "C" channel flight 	Each	
		108.99	
		107.86	
<p style="text-align: center;">Collector Flights: Cross Collector (Continued on next page)</p>	<ul style="list-style-type: none"> • Constructed of FRP, designed to suit a 12 lb/ft uniform load with 1½" maximum deflection. • All will be accurately drilled & notched at the factory for wear shoes and flight attachment bolts, length of flights are to be as specified herein. • 6" Polypropylene filler blocks shall be provided with flights, and flight bolt kit(s). • Wear Shoes: Each flight shall be equipped with (2) two reversible wearing shoes to ride on the carry strips as specified herein. 	Each	51.19

Item	Description	Unit	Unit Price
Shafting & Sprockets: Head Shaft(s) Longitudinal	<ul style="list-style-type: none"> • Shaft(s): shall be AISI 1018 solid cold finished steel, full width at 2 15/16" diameter • Longitudinal head shaft will be 2 15/16" x 13'-11" • Submerged bearings for steel shafts shall be as specified herein • Shafting to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal. 	Each	1,586.90
Shafting & Sprockets: Head Shaft(s) Cross Collector	<ul style="list-style-type: none"> • Shaft(s): shall be AISI 1018 solid cold finished steel, full width at 2 15/16" diameter • Cross collector head shaft will be 2 15/16" x 4'-11" • Submerged bearings for steel shafts shall be as specified herein • Shafting to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal. 	Each	1,222.90
Shafting & Sprockets: Static Shaft(s)	<ul style="list-style-type: none"> • Static shafts shall extend across the entire tank width. Shafts will be held in place, resting on an AISI 304 stainless steel bracket bolted down using AISI 316 stainless steel U-bolts. 	Each	771.76
Shafting & Sprockets: ***Optional Stub Shaft(s)	<ul style="list-style-type: none"> • Optional stub shaft(s) shall be of the same diameter as the above indicated "Static Shaft(s)" and will be considered for installation in lieu of the full-length "Static shaft(s)" for non-driven Shaft(s)/Sprocket locations. 	Each	519.16

<p>Shafting & Sprockets: Drive Sprockets</p>	<ul style="list-style-type: none"> • The drive sprocket assembly shall be a non-metallic "A" style sprocket consisting of 11 teeth and bolted to the torque limiter, as specified herein • Sprockets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal. 	<p>Each</p>	<p>15.48</p>
<p>Shafting & Sprockets: Driven Sprockets</p>	<ul style="list-style-type: none"> • Driven sprockets shall have non-metallic, segmental UHMW-PE teeth mounted on a full split cast nylon body. The sprocket shall have 40 teeth with a pitch diameter of not less than 33.25 inches, as specified herein • Sprockets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal. 	<p>Each</p>	<p>1,072.50</p>
<p>Shafting & Sprockets: Head Shaft Sprockets</p>	<ul style="list-style-type: none"> • Head shaft sprockets shall be made of cast nylon and shall have a hunting tooth design consisting of 23 teeth and a pitch diameter of not less than 22.21 inches. Head shaft sprockets shall also have chain-saver rims, as specified herein • Sprockets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal. 	<p>Each</p>	<p>300.50</p>
<p>Shafting & Sprockets: Idler Sprockets</p>	<ul style="list-style-type: none"> • Idler sprockets shall be made of cast nylon and static sleeve bushings shall be made of Nyoil. Sprockets shall include chain-saver rims. Idler sprockets shall be of a 19 hunting tooth design with a pitch diameter not less than 18.45 inches and be of split construction, as specified herein • Sprockets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal. 	<p>Each</p>	<p>279.50</p>

<p>Return Rails and Brackets: Rails</p>	<ul style="list-style-type: none"> • The collector return rail and hold down rail shall be 3 ½" x 3" x ⅜" x 240" FRP and shall have the same composition as for the flights above. Splices shall be accurate, so that wearing plates pass smoothly from one rail to the next. Return rails shall be straight and have a true 90 degree angle so that the shoes bear evenly and uniformly, as specified herein • Return rails and brackets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal 	<p>Each</p>	<p>260.35</p>
<p>Return Rails and Brackets: Wearing Strips</p>	<ul style="list-style-type: none"> • Return Wear Strips: Wearing strips made of UHMW-PE measuring 3 ½" wide by 10 ft. long and ⅜" thick shall be provided for return rails, as specified herein • Carry Wear Strips: Wearing strips made of UHMW-PE measuring 5" wide by 10 ft. long and ⅜" thick, as specified herein • Return rails and brackets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal 	<p>Each</p>	<p>289.10</p>
<p>Return Rails and Brackets: Brackets</p>	<ul style="list-style-type: none"> • Rails shall be supported on non-metallic brackets with a non-metallic run shoe attached with hardware as recommended by the manufacturer, as specified herein • Return rails and brackets to be as supplied by Allied – Locke Industries (ALI) or Owner/engineering approved equal 	<p>Each</p>	<p>117.87</p>

<p>Drive Unit(s) and Gear Box:</p>	<ul style="list-style-type: none"> • Drive Unit shall consist of an electric motor and speed reducer gearbox to produce the required torque (approx. 16,000 in/lbs) to operate the system, ratio 1478/1 and 739/1 resulting in output speeds of 1.2 and 1.4 RPM, as specified herein • Drive unit(s) and torque limiters to be as supplied by Allied – Locke Industries (ALI) or Owner approved equal. 	<p>Each</p>	<p>28,470.65</p>
<p>Drive Unit(s) and Gear Box: Torque Limiter</p>	<ul style="list-style-type: none"> • Drive units shall be equipped with a ball detent type torque limiter, as specified herein • Drive unit(s) and torque limiters to be as supplied by Allied – Locke Industries (ALI) or Owner approved equal. 	<p>Each</p>	<p>4,160⁰⁰</p>

<p>Scum Trough(s)</p>	<ul style="list-style-type: none"> • Scum trough(s) shall be FRP/stainless steel/carbon steel pipe conforming to ASTM D2996/ASTM A312/ASTM A106 specifications with diameters consistent with existing plan drawings, attached, and as specified herein. • Scum trough and brackets to be as supplied by Allied – Locke Industries (ALI) or Owner approved equal 		
<p>Scum Trough(s): FRP</p>	<ul style="list-style-type: none"> • 10", Equipped with necessary components, As specified herein 	<p>Each</p>	<p>6,910.06</p>
	<ul style="list-style-type: none"> • 12", Equipped with necessary components, As specified herein 	<p>Each</p>	<p>8,095.67</p>
	<ul style="list-style-type: none"> • 14", Equipped with necessary components, As specified herein 	<p>Each</p>	<p>9,045.13</p>
	<ul style="list-style-type: none"> • 16", Equipped with necessary components, As specified herein 	<p>Each</p>	<p>10,236.63</p>

Scum Trough(s): Stainless Steel	• 10", Equipped with necessary components, As specified herein	Each	9,179.86
	• 12", Equipped with necessary components, As specified herein	Each	10,254.98
	• 14", Equipped with necessary components, As specified herein	Each	12,780.03
	• 16", Equipped with necessary components, As specified herein	Each	14,356.33
Scum Trough(s): Carbon Steel	• 10", Equipped with necessary components, As specified herein	Each	7,102.46
	• 12", Equipped with necessary components, As specified herein	Each	8,056.67
	• 14", Equipped with necessary components, As specified herein	Each	8,791.63
	• 16", Equipped with necessary components, As specified herein	Each	9,541.13

SPECIAL INSTRUCTIONS TO BIDDER:

- For bidding questions contact Sondra Stone, Division of Central Purchasing, @ 859-258-3324.