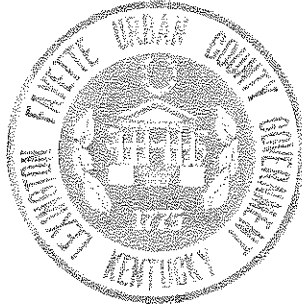


# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #117-2011

## Hydraulic Differential Clarifier

### NOTICE TO BIDDERS

Bid Opening Date: November 28, 2011

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

\*\*\*\*\*

Pre Bid Meeting: N/A

Pre Bid Time:

Address:

**INVITATION TO BID**

Bid Invitation Number: 117-2011

Date of Issue: 11/14/2011

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 11/28/2011. 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: see specifications

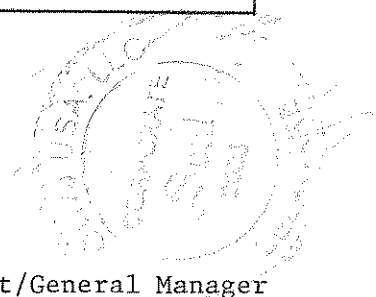
Bid Security Required: XX Yes    No                      Performance Bond Required: XX Yes    No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

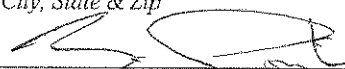
<b>Commodity/Service</b>
<b>Hydraulic Differential Clarifier</b>
See specifications for pricing section

<p><b><u>Check One:</u></b></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><b><u>Proposed Delivery:</u></b></p> <p><u>180*</u> days after acceptance of bid.</p> <p>* assuming no more than 3 weeks</p>
<p><b><u>Procurement Card Usage</u></b> for approval of submittals.</p> <p><input checked="" 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 type="checkbox"/> No</p>	

Submitted by: Ovivo USA, LLC  
*Firm*  
2404 Rutland Drive  
*Address*  
Austin, TX 78758  
*City, State & Zip*

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



 -- Vice President/General Manager

**Signature of Authorized Company Representative – Title**  
Jim Porteous

*Representative's Name (Typed or printed)*  
ph: 512-834-6000      fx: 512-834-6039

*Area Code - Phone – Extension*                      *Fax #*  
jim.porteous@ovivowater.com

*E-Mail Address*

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

**AFFIDAVIT**

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

1. His/her name is Jim Porteous and he/she is the individual submitting the bid or is the authorized representative of Ovivo USA, LLC,

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.

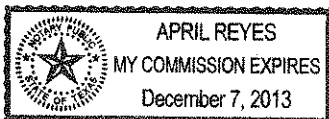
[Handwritten Signature]

STATE OF Texas

COUNTY OF TRAVIS

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jim Porteous on this the 22nd day of November, 2011.

My Commission expires: December 7, 2013



April Reyes  
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](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #117-2011 – Hydraulic Differential Clarifier"**

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of n/a percent of the bid price must be attached hereto.

This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

*union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence

that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a



meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for (1) year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional (1) year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
- ( ) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- (XXX) 2. Requests for price changes will only be allowed at the time of contract renewal. Requests shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

**Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals**

**PART 1 - GENERAL**

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

**PART 3 - DEFINITIONS**

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

**PART 4 - OBLIGATION OF BIDDER**

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be**

**cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
  - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Bidder shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
  - D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
  - E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

**LFUCG—Economic Engine Listings**

Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development  
[tyra@commercelexington.com](mailto:tyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[icoles@cvcky.org](mailto:icoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**

Tom Back  
800-626-2250 or 502-564-2064  
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

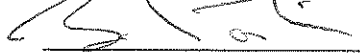
Bid Reference # 117-2011

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. Ovivo will not be utilizing any subcontractors in the execution of this contract.			
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.

Ovivo USA, LLC  
**Company**  
November 22, 2011  
**Date**

  
**Company Representative**  
Vice President/General Manager  
**Title**

**LFUCG MBE/WBE SUBSTITUTION FORM**

Bid Reference # 117-2011

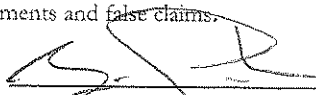
The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the 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.  Ovivo will not be utilizing any subcontractors in the execution of this contract.					
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.

Ovivo USA, LLC  
Company

November 22, 2011  
Date

  
Company Representative

Vice President/General Manager  
Title





**MBE QUOTE SUMMARY FORM**

Bid Reference # 117-2011

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


Company Name Ovivo USA, LLC	Contact Person Gary Hahn
Address/Phone/Email 2404 Rutlan, Austin, TX 78613 512-834-6043 gary.hahn@ovivowater.com	Bid Package / Bid Date #117-2011

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
Ovivo will not be utilizing any subcontractors in the execution of this contract.							

(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.

Ovivo USA, LLC  
 \_\_\_\_\_  
 Company  
 November 22, 2011  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Company Representative  
 Vice President/General Manager  
 \_\_\_\_\_  
 Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid Reference # 117-2011

Total Contract Amount Awarded to Prime Contractor for this Project TBD

Project Name/ Contract # Hydraulic Diff. Clarifiers (117-2011)	Work Period/ From: TBD	To: TBD
Company Name: Ovivo USA, LLC	Address: 2404 Rutland, Austin, TX 78613	
Federal Tax ID: 760742644	Contact Person: Gary Hahn	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
Ovivo will not be utilizing sub-contractors in the execution of this contract.							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Ovivo USA, LLC

Company

November 22, 2011  
Date



Company Representative

Vice President/General Manager  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid Reference # 117-2011**


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.

**\*\*\*** Ovivo will not be utilizing sub-contractors in the execution of this contract,  
and reserves the right to utilize our existing network of vendors and suppliers.

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.

Ovivo USA, LLC  
Company

  
\_\_\_\_\_  
Company Representative

November 22, 2011  
Date

Vice President/General Manager  
Title

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**Bid #117-2011 Hydraulic Differential Clarifier**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

VENDOR agrees to defend, indemnify and hold harmless the Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest from any and all losses resulting from negligent or willful acts of VENDOR or its employees, agents, owners, principals, licensees, assigns, and subcontractors of any tier, or arising from any errors or omissions of VENDOR. Such losses include, but are not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses that arise or are incurred as a result of personal injury or death (including employees of LFUCG) or property damage (including property of LFUCG).

The above agreement to defend includes: (1) investigating, handling, responding to, providing a defense for, and defending all such claims, liens, demands, and causes of action; (2) paying all reasonable expenses related thereto; and (3) using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**FINANCIAL RESPONSIBILITY**

VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

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

**Required Insurance Coverage**

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

**Coverage**

**Limits**

General Liability  
(Insurance Services Office Form CG 00 01)

\$1 million per occurrence, \$2 million aggregate  
or \$2 million combined single limit

Commercial Automobile Liability  
(Insurance Services Office Form CA 0001)

combined single, \$1 million per occurrence

Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall have a Products liability endorsement unless it is deemed not to apply by OWNER. If the endorsement is written on a Claims Made basis, then the contractor will have to provide Products Liability coverage for three years after the completion of the project.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

**DEFAULT**

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

00322879

UNIT PRICE CONTRACT  
FOR  
HYDRAULIC DIFFERENTIAL TYPE CLARIFIER  
WITH SEPARATE SCUM REMOVAL

GENERAL

1. The successful bidder will be supplying the following specified equipment only on a unit price basis.
2. There is no guarantee on the quantity that will be purchased during the duration of the unit price contract. However, at Town Branch WWTP there are 8 – 115' diameter clarifiers while at West Hickman WWTP there are 4 – 115' diameter clarifiers and 4 – 125' diameter clarifiers. Based on estimated equipment and installation cost(s) it is anticipated that each WWTP facility, Town Branch (301 Lisle Industrial Avenue) and West Hickman (645 West Hickman Plant Road), will have sufficient budgeted funds available for the purchase and installation of two (2) units each for the current fiscal year, ending June 30<sup>th</sup>, 2012.
3. Installation shall be by a General Contractor selected by the Division of Water Quality (DWQ) and/or the Lexington Fayette Urban County Government (LFUCG) through a competitive bidding process.
4. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.
5. The terms of this contract shall be for one (1) year from the date of acceptance by the Lexington-Fayette Urban County Government. This contract may be extended for an additional (1) year term based upon the written agreement of the bidder and the LFUCG.

SCOPE OF SUPPLY

1. Furnish new center pier supported hydraulic differential type sludge collector mechanism(s) with separate scum removal.
2. Equipment to be detailed to fit existing circular concrete basins as shown on plans.
3. The equipment shall be constructed such that all rotating elements of the mechanism shall be supported above the water surface.
4. Generally, the unit(s) furnished shall include a stationary center pier column supporting a turntable gear drive, access truss bridge with service platform, rotating drive cage frame, rake arm frames, sludge suction pipes, return sludge manifold troughs, separate skimming trough, influent feed well, and flocculation baffle.
5. Accessory items include a fixed scum spray system, submersible scum pump, and control panel.

GENERAL REQUIREMENTS

1. The equipment furnished shall be built by an established manufacturer of wastewater process equipment with at least twenty-five (25) years of successful experience building high quality sludge collecting equipment with at least fifty (50) installations which may be inspected by the Owner (DWQ).

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

2. The clarifier equipment specified shall be the **Model SS-3.5-P Sludge Collector** as manufactured by **Ovivo Water USA, LLC (formerly Enviroquip)** or equal.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

3. All equipment furnished shall be the product of a single manufacturer.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

4. The 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	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

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	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

DETAILED REQUIREMENTS

1. The sizes and capacities of the major items of equipment shall be as follows:

- a. Existing Circular Concrete Basin Dimensions:
  - i. Basin(s): 115'-0" and/or 125'-0" inside diameter
  - ii. Side Water Depth: 14'-0"
  - iii. Total Wall Height: 15'-0"
  - iv. Floor Slope: ¼ on 12
  - v. Influent Feed Pipe: 36" diameter
  - vi. Sludge Return Pipe: 18" diameter



b. Equipment Dimensions:

- i. Center Pier Column: 42" diameter
  - ii. Return Sludge Pipe: 18" diameter
  - iii. Influent Feed Well: 24'-0" diameter X 8'-0" deep
  - iv. Sludge Suction Pipes: 6" diameter (minimum)
  - v. No. of Suction Pipes: (4) per side / (8) total
- Return Sludge Troughs: 12" wide X 15" deep (stepped to -24" deep)

Specification Compliant	
Yes	No

QUALITY ASSURANCE

1. Standardization: All mechanism components, including the center pier column, access truss bridge, drive service platform, spur gear drive assembly, drive cage frames, return sludge / skimming troughs, suction pipes, influent feed well, and drive /pump controls to be the product of one (1) manufacturing organization.

Specification Compliant	
Yes	No

2. Coordination: The contract documents provide details of a complete equipment installation for the purpose specified. It shall be the Bidder's / Contractor's responsibility to coordinate all the details required for a complete operating system such as protective coating and electrical requirements, as well as provide all work needed to properly install, and place in operation a complete working system.

Specification Compliant	
Yes	No

3. Experience: Only the equipment of a manufacturer of the type described in this section of the specifications, which has been in actual service at least twenty-five (25) years, shall considered. To show compliance with this requirement, the manufacturer / Bidder shall submit through the bidding process an installation list with at least fifty (50) installations that duplicate the following specification two (2) weeks prior to bid date.

Specification Compliant	
Yes	No

4. Manufacturer's Quality Control: All fabrication shall be carefully inspected at the site of fabrication by factory inspectors who shall use whatever means necessary to assure the proper fit of all field connections and compliance with all material and fabrication requirements of the specifications.

Specification Compliant	
Yes	No

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 jointly to the Owner/Engineer and Contractor a minimum of three (3) sets of complete installation, operation, and maintenance manuals which shall include assembly / erection drawings, as-built drawings of electrical equipment, parts lists, and detailed written instructions for the installation, operation, and maintenance of the equipment furnished. Additionally, Manufacturer shall furnish to the Owner one (1) complete digital version of the aforementioned documents in pdf or similar format for which a free viewer

Specification Compliant	
Yes	No

is available to the Owner. Additionally, Manufacturer shall furnish to owner one (1) complete digital version of the aforementioned documents in its native format. Owner reserves the right to accept or reject any digital media format other than pdf.

- b. Not less than one (1) day (per clarifier basin) on the job site for inspection of the **completed** equipment installation. The Contractor shall install all equipment in exact accordance with the Manufacturer's written instructions and assembly / installation drawings.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- c. Deviations from the Manufacturer's written or verbal instructions shall be subject to approval by the Owner/Engineer and discrepancies or unsatisfactory work shall be reported in writing by the equipment Manufacturer's representative jointly to the Owner/Engineer and General Contractor.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- d. Not less than one (1) day on the job site for final inspection, final leveling, alignment, tensioning, lubrication of the installed equipment, and a detailed check of the completed work prior to start-up

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- 2. Certification: Within ten (10) days after the final inspection of the completed installation, the Manufacturer's representative shall furnish a detailed report jointly to the Owner/Engineer and Contractor which shall list any deficiencies found in the work and which shall recommend corrective action for each deficiency. Upon completion of any corrective action required, the Manufacturer shall furnish a letter certifying that the equipment is now properly installed and ready for the operation and beneficial use by the Owner.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBMITTALS

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

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- 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	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- 3. Shop Drawings: All equipment and materials shall be new and shall be specially designed or selected for the function and service specified. No equipment or materials may be used in the project that has not been approved by the Owner/Engineer. Approval for incorporation into the project will be made only after the review of shop drawings, specifications, and data as required below:

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- a. Shop drawings complete with all dimensions, anchor locations, openings required in structures, details of connecting piping, and the size and location of any required electrical conduits and conduit openings.

- b. Specifications for the main spur gear drive, the torque monitor, all mechanical and electrical components, and complete wiring diagrams for all electrical equipment.
- c. Details of the major fabricated components showing the arrangement of devices and labeled with member sizes and materials of construction.
- d. AGMA torque and strength calculations for the main spur gear drive bearing.
- e. Structural calculations for the truss bridge, center pier column, drive cage frame, return sludge trough, and rake arm frames as requested by the Owner/Engineer.
- f. Manufacturer's recommended procedures for jobsite equipment storage and handling.
- g. Installation list as required in the "Experience" sub-category of the "Quality Assurance" Section.

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 maintenance manuals, minimum of one (1) hard copy and one(1) digital format version per unit, which shall include the following information as a minimum requirement:

Specification Compliant	
Yes	No

- 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. This is to include "as built" wiring diagrams of all electrical equipment, "as built" erection drawings providing up-to-date information on the actual construction of the equipment furnished, and any field modifications made during installation, start-up, and testing.
- c. Installation, operation, and maintenance brochures from the original manufacturers of all mechanical components such as gear drive couplings, etc., incorporated into the completed installation.
- d. Recommended spare parts list as required.
- e. Drive motor gear reducer guide to "trouble shooting".
- f. All required assembly, installation, alignment, adjustment, and checking instructions.
- g. All required operating instructions.
- h. All required maintenance instructions including schedules of routine maintenance and lubrication checks.

PRODUCT DELIVERY, STORAGE, AND HANDLING

1. Preparation for Shipment: All pieces shall be delivered in the largest pieces practical for field assembly by the Contractor. Individual pieces shall be tagged with erection marks or tags cross referenced with information on the Manufacturer's erection and assembly drawings. Gear boxes, mechanical, and electrical components shall be protected from the weather and suitably packaged to facilitate handling and storage. Special lubricating and rust preventative oils shall be provided to prevent internal corrosion or gear assemblies. All mechanical equipment shall be kept thoroughly dry at all times and shall be stored indoors.

Specification Compliant	
Yes	No

2. Storage of Equipment:

a. All equipment stored on the job shall be protected and maintained in accordance with the Manufacturer's recommendations.

Specification Compliant	
Yes	No

b. Electrical equipment must be stored in weatherproof, well ventilated enclosures.

Specification Compliant	
Yes	No

c. Structural materials may be stored outdoors on pallets or other wooden supports providing for the proper support and drainage. Equipment shall not be allowed to contact the ground directly.

Specification Compliant	
Yes	No

PRODUCTS

1. GENERAL REQUIREMENTS

a. Structural Design: Design loading for the structural analysis of the drive cage, rake arms, and center pier shall be taken as all dead loading resulting from the weight of all rotating equipment, plus a live load equal to 2.25 times the continuous output torque rating of the spur gear drive. The maximum allowable combined stress in any member at this loading shall not exceed 20,000 psi. Structural design of the mechanism and access bridge, including allowable stresses and slenderness ratios where applicable, shall be in accordance with the American Institute of Steel Construction Specification for Steel Buildings, latest edition.

Specification Compliant	
Yes	No

2. CARBON STEEL FABRICATION

a. All submerged, load bearing components of the mechanism, including the access truss bridge / platform, center pier, drive cage, rake arm frames, well support channels, and return sludge troughs shall be ¼" minimum thickness A-36 carbon steel.

Specification Compliant	
Yes	No

- b. All welding techniques and sizes shall conform to the latest AWS Standards and shall be performed by qualified welders. All welding shall be a minimum of 3/16" fillets, and shall be full length on all mating surfaces. Welds shall be free of porosity and cleaned for removal of weld flux and impurities that would prevent adhesion of the molten zinc during the hot dip galvanizing process.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- c. All field connections shall be bolted connections designed to resist all static, live, and erection loads. Field welded assembly will not be allowed. All bolted structural connections shall be gusseted as required to prevent deflection with minimum 3/16" thick steel plate. Main structural connections shall use a minimum of two (2) 5/8" diameter bolts. Secondary structural connections shall use a minimum of two (2) 1/2" diameter bolts.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

### 3. HOT DIP GALVANIZING

- a. All fabricated carbon steel components of the sludge collector mechanism shall be hot-dip galvanized (HDG) after fabrication per ASTM A-123.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- b. All structural components shall be designed and fabricated per ASTM A-143, A-384, and A-385. No field welding on hot-dip galvanized equipment will be permitted.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- c. Minor defects in the hot-dip galvanizing coating caused by shipping, handling, or installation shall be repaired after equipment installation. The defects shall be thoroughly cleaned and wire brushed to remove all foreign substances, wiped clean with a suitable solvent, thoroughly dried, and coated with at least 3 mils of a zinc rich compound (supplied by Contractor) specifically formulated for touch-up of galvanizing and conforming to USN Specification MIL-P-21035 or USAF Specification MIL-P-26915A.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- d. All fabricated members delivered to the project site shall be stored by the Contractor in a position where they are raised off the ground and well separated to provide ventilation and drainage.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

### 4. ANCHORAGE AND FASTENERS

- a. All structural fasteners shall be type AISI 18-8 (300 series) stainless steel.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- b. All cast-in-place equipment anchorage, including nuts and washers shall be of AISI Type 18-8 (300 series) stainless steel. The minimum size of any cast-in-place shall be 3/4" diameter.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

- c. All installed anchors shall be drop-in style (hole size equals bolt size), and shall conform to Federal Specifications GSA FF-S-325, Group II, Type 4, Class 1. Anchor bolts to be Type 18-8 (300 series) SS with Clips, nuts and washers to be Type 18-8 (300 series) stainless steel.

Specification Compliant	
Yes	No

CONSTRUCTION AND MATERIALS

1. **Gear Drive Mechanism:** The center drive assembly mounted to the center pier shall consist of a cast iron turntable base with ball race, and an internal forged steel spur gear designed such that the gear, bearing balls, and raceways can be removed for service or replaced without removing the access bridge, gear housing, or disconnecting the drive cage and anything attached thereto from the drive assembly. All repairs or replacement of drive components can be performed without dewatering the collector basin or disrupting the flow through the basin. All work should be performed with the aid of only a portable hoist with no more than a one (1) ton capacity. This disassembly procedure can be demonstrated to the Owner/Engineer during the operator training of the clarifier equipment.

Specification Compliant	
Yes	No

2. Replacement of the clarifier main internally cut spur gear and main bearing, including the labor and crane time, shall be the responsibility of the clarifier manufacturer for the first ten (10) years of operation if the failure is due to poor quality materials, workmanship, or material fatigue under normal design operating and non contaminated conditions.

Specification Compliant	
Yes	No

3. The main gear shall be an internal cut spur gear which shall be of AISI 1045 forged steel, hardened to 280 to 320 BHN, having a 99,000 psi yield strength. The main gear shall have teeth with a diametral pitch and length to produce up to 43,000 ft. lbs. continuous operating torque as calculated by AGMA 218.01. The gear shall have a minimum 35.0" pitch diameter. The gear teeth shall be stressed to no more than the allowable bending stress at the continuous rated output torque. Life factors should be based on 1 million load cycles.

Specification Compliant	
Yes	No

4. The main shall have a 40" ball race diameter and 1 ¼" diameter chrome alloy balls with nylon spacers. The bearing balls shall run completely submerged in an oil bath protected by dust seals. The bearing balls shall be of Type 52100 steel hardened to 60 / 66 Rc. The bearing balls shall rotate in a full circle four (4) point contact raceway having a 60 degree contact angle for the transfer of large thrust and overturning moment loading. The raceway shall be induction hardened to 60 Rc for a depth of 3/16" and ground to shape.

Specification Compliant	
Yes	No

5. A separate circular cast iron load and torque transfer ring with heavy cast iron mounting pads for the drive cage shall be bolted to the inner rotating race of the gear-bearing. Each of the mounting pads shall provision for four (4) fasteners.

Specification Compliant	
Yes	No

6. The main gear housing shall be a heavy casting of high strength Class 40B gray iron. The housing shall be adequately proportioned and stiffened to support the entire rotating weight of the mechanism, the access bridge, and all possible dead and live load anticipated for the life of the equipment. The housing shall be circular in shape to conform to the general geometry of the spur gear bearing and load plate, and shall provide containment for the oil bath lubrication of the spur gear and bearing.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

7. The main gear housing shall be fitted with one (1) oil fill port and one (1) oil level indicating site glass. One (1) drain shall be provided to assure the complete removal of spent oil and condensate from the housing. The main housing shall also be fitted with a minimum of eight (8) mounting / leveling bolts, 1" diameter.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

8. The spur gear shall be driven by an internal pinion. The pinion shall be machined from AISI Type 4140 alloy steel, quenched and tempered to 350 - 400 BHN hardness. The pinion shall be keyed to and driven by a low speed shaft mounted between bearing assemblies to offset the overhung load produced by gear meshing.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

9. The intermediate gear reduce housing shall be constructed of SAE Class 30 gray cast iron. Gears shall be manufactured from case hardened steel and hardened to 58 - 62 Rockwell C. All gear teeth are shaved or ground to ensure accurate tooth profile.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

10. Minimum 95% gear efficiency shall be achieved regardless of ratio. The bearings shall be of ABEC-1 tolerance class. The shafting shall be of SAE 1045 steel or equivalent. The shaft seals shall be of Nitrile (Buna-N) rubber with double lip on the output seal. The reducer shall be rated for continuous duty at the mechanical capacity and shall not be thermally limited. The gearbox shall be designed with a high cross section modulus and a center wall for maximum rigidity.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

11. The gear reducers shall be provided with stainless steel nameplates. The reducers shall be AGMA rated to provide a maximum Class 1 output torques required to achieve the required continuous operating torque. The reducer output shaft shall be direct coupled to the drive pinion with the machined slip fit tolerances to effectively provide a continuous pinion through the intermediate drive unit. The primary gear motor shall be constructed to the same specifications as the intermediate reducer with the exception of the integrally mounted motor and the hollow output shaft.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

12. The motor shall be 3 phase TEFC, with NEMA B characteristics. It shall be rated for continuous duty at nameplate rating meeting electrical standards per NEMA publication MG1. The conduit box and output shaft end shield/flange shall be of SAE Class 30 gray cast iron. The motor shall have Class F winding insulation with Mylar phase separators and slot liners. The star shall be copper wound. The motor shall have an oil seal at the shaft end shield and V-ring at the fan end shield. The motor shall have double sealed or shielded bearings lubricated for life. The motor shall be fitted with stainless steel nameplates.

Specification Compliant	
Yes	No

13. The motor stator shall be made of corrosion resistant aluminum alloy (Silafont-13). The internal surfaces, including stator bore, windings, end shields, and conduit box shall be coated with Dolph's Spray ER-41, Class F polyurethane red insulator. The end shields and conduit box shall be sealed at the joints. Fastener hardware shall be plated or stainless steel. The motor shall be painted with corrosion resistant paint. The motor shall be rated for a 1.15 service factor.

Specification Compliant	
Yes	No

14. A spring loaded torque arm shall be attached to the secondary reducer to restrict rotation of the primary reducer about the secondary reducer. The compression imposed upon the spring shall be proportional to the amount of torque transmitted between the primary and secondary reducers. The torque arm shall be fitted with adjustable, magnetically actuated proximity switches to signal alarm at 70% of the continuous output torque or shut-off when the load torque reaches 100% of designated continuous output torque value.

Specification Compliant	
Yes	No

15. In addition to providing signals at specific load torque set points, a continuous torque readout, as a percent of full load, shall be provided by a mechanical scale and pointer integral to the torque arm. The torque monitor unit shall be suitable for outdoor service including stainless steel or plated internal ports for corrosion resistance. The components shall be intrinsically safe for hazardous locations

Specification Compliant	
Yes	No

16. The complete spur gear drive assembly shall rotate the rake arm at a tip speed of approximately 7 to 10 ft./min. with the drive cage and rake arm assembly designed to withstand approximately twice the design torque of the drive unit. The continuous design torque capabilities of the clarifier mechanism will be based on a 10 lb./ft. arm loading factor multiplied by the squared radius of the clarifier basin. At a minimum the continuous output torque shall be 33,000 ft. lbs.

Specification Compliant	
Yes	No

DRIVE CONTROL PANEL

1. **Drive Control Panel:** The Manufacturer of the sludge collector equipment shall provide a local drive control panel mounted to the drive service platform handrail of the mechanism. The interconnecting wiring and conduit shall be provided by the General Contractor.

Specification Compliant	
Yes	No



2. The drive control panel shall be a NEMA Size 1 combination starter with 3 leg thermal overload protection and external reset, including a circuit breaker with flange mounted visible disconnect switch, all in a NEMA 4X stainless steel oversized enclosure. Additional devices mounted within the enclosure shall include: a fused 0.5 KVA control power transformer; overload relay, pending overload relay, and alarm silence relay; and, terminal strips for connecting the overload and alarm contacts located in the drive torque monitor.

Specification Compliant	
Yes	No

3. External controls shall be weatherproof NEMA 4X corrosion resistant and shall include: pull-to-start, push-to-stop, illuminated run switch; alarm silence push-button; and, overload reset push-buttons. A weatherproof combination horn and light fixture with 100 watt bulb shall be mounted to the top of the enclosure.

Specification Compliant	
Yes	No

4. The Contractor shall provide 460 volt, 3-phase, 60 hertz electrical power to the control panel and all interconnecting wire and rigid conduit between the control panel and the torque monitor mounted to the spur gear drive.

Specification Compliant	
Yes	No

**CENTER PIER COLUMN**

1. **Center Pier Column:** The Manufacturer shall provide a circular steel center pier with a concentric sludge return pipe with a sleeve style connector for making the connection to the existing embedded sludge return piping as shown on the drawings. The top of the center pier shall provide a stable and accurate surface upon which the main gear may be mounted. The center pier shall support the main gear, access truss bridge, service platform, and the entire weight of the rotating mechanism.

Specification Compliant	
Yes	No

2. The center pier shall be sized as indicated in Section 1-01 C.2 and shall be constructed of minimum 1/4" thick rolled steel plate or pipe. The pier shall be provided with minimum 1" thick steel plate top and bottom flanges. The top flange shall have mounting holes matching the main spur gear drive. The bottom flange shall be provided for mounting to the existing center pier anchorage.

Specification Compliant	
Yes	No

3. **Note:** If the existing center column anchorage is unusable the Manufacturer to provided eight (8) new 1" dia. x 15" long type 304 stainless steel all-thread anchor rods with nuts / washers.

Specification Compliant	
Yes	No

4. The area of the annular space between the outside diameter of the concentric sludge return pipe and the inside diameter of the center pier shall not be less than the area of the clarifier mixed liquor influent pipe. A minimum of four (4) outlet ports shall be provided at the upper end of the pier with the top edge of the port opening at least 3" below the bottom of the return sludge sight well. The total clear open area of these ports shall be determined by the equipment manufacturer, but as a minimum shall be greater than or equal to the area of the clarifier influent feed pipe.

Specification Compliant	
Yes	No

5. The center pier shall be shop fitted with an inner concentric sludge return pipe of steel construction that is to be rigidly welded in position and shall prevent mixing of the basin influent flow with the return sludge flow. The concentric return sludge pipe shall be designed to prevent vortexing at its entrance, and shall terminate in a sleeve type coupling located approximately 22" above the bottom flange of the center pier for connection to the existing embedded sludge return pipe. The sleeve coupling shall present a smooth profile to avoid restricting the influent flow. Couplings with external flanges and fasteners are unacceptable. Two (2) access ports with bolted covers shall be provided at the center pier to allow this connection to be made

Specification Compliant	
Yes	No

6. Four (4) inlet ports for the return sludge shall be provided. The total clear open area of these ports shall be determined by the equipment manufacturer; but as a minimum, shall be greater than or equal to the area of the sludge returns pipes.

Specification Compliant	
Yes	No

7. A scum collection chamber shall be formed in the center pier with a false floor mounted just above the return sludge ports. The floor of the scum chamber shall have a 12" deep pocket for mounting a submersible scum pump. There shall be four (4) scum ports to allow the scum to pass into the scum chamber from the rotating scum trough and scum sight well.

Specification Compliant	
Yes	No

DRIVE CAGE FRAME

1. **Drive Cage Frame:** A center rotating drive cage frame and integral sight well assembly shall be furnished to provide an attachment structure for the sludge collector arms, RAS and scum trough, and influent well. The drive cage shall be completely supported and stabilized by the main gear bearing. No below water supports, bearings, or bumpers will be allowed.

Specification Compliant	
Yes	No

2. The 6'-6" square drive cage shall be of shop welded and field bolted connections.

Specification Compliant	
Yes	No

3. A center sight well, fabricated as an integral part of the drive cage, shall be provided for the collection of sludge and scum from the rotating RAS troughs. The floor of the sight well shall be positioned below the bottom of the sludge collection troughs and shall include a dual continuous lip type neoprene seal acting against the center pier to keep the return sludge from leaking back into the clarifier. The sight well seal shall be replaceable from outside the sight well.

Specification Compliant	
Yes	No

4. The drive cage shall be designed as a box truss for the load conditions described in the "Structural Design" category in the "General Requirements" Section.

Specification Compliant	
Yes	No

SCUM COLLECTION TROUGH / BOX

1. One (1) 12" wide tapered scum collection trough with approach ramp shall be mounted to the scum collection sight well and influent feed well wall. This trough shall be on the inside of the influent well and trap and remove scum at this location. There shall be a pivoting scum wiper mounted from the bridge to pull the scum up the inclined beach and deposit it into the scum trough.
2. A 1'-6" deep x 5'-0" square scum collection sight well surrounding the center pier column shall be provided to collect scum into the scum ports located at the top of the pier. Dual neoprene seal rings shall be provided to close the gap against the outside diameter of the center pier column.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

SCUM REMOVAL PUMP

1. **Scum Removal Pump:** The clarifier Manufacturer shall furnish a submersible scum removal pump for mounting in the scum chamber of the center pier column.
2. The scum removal pump will be a WEMCO Hidrostal submersible pump for handling the scum and scum water collected to the scum box inside the inlet feed well. Pump to remove the types of solids collected in a normal municipal scum removal system at a rate of 80 to 100 GPM.
3. A 3" dia. galvanized carbon steel scum discharge pipe will be provided extending from the submersible scum pump to the end of the clarifier access truss bridge. A 3" dia. check valve and a 3" dia. plug valve shall also be included in this discharge piping arrangement.
4. Pump controls (combined with the drive control panel) will be provided for automatic timed operation of the scum pump. Pump shut-off will be by an adjustable timed delay to create scum pumping times of 30 seconds to 5 minutes at a pumping rate of 80 to 100 GPM. The prewired control panel will include all necessary starters, disconnects, controls for the intended pump operation and meet NEMA and local electrical codes.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

RAKE ARM FRAMES / SUCTION PIPES / SLUDGE RETURN TROUGHS

1. **Rake Arm Frames / Suction Pipes / Sludge Return Troughs:** The sludge collector mechanism shall have two (2) collector rake arm frames with V-plow flights arranged to sweep the floor twice each revolution and a hydraulic differential sludge removal system designed for high rate sludge return and concurrent skimming the clarifier surface between the influent well and the scum baffle.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

2. The sludge removal system shall consist of vertical withdrawal suction pipes connected to the bottom of the sludge collection manifold troughs. This system shall allow for straight or nearly straight sludge suction pipes that allow the sludge to be easily viewed, sampled, or cleaned from the access truss bridge. The collection manifold shall consist of an open trough that provides for visual inspection of the return sludge flows discharged from the sludge suction pipes and for full surface skimming by means of skimming weirs located at the liquid surface. Bent hydraulic differential pick-up tubes or submerged sludge collection manifolds will not be allowed.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

3. The 3'-0" wide rake arm frames shall be C 10 carbon steel channel shapes connected to the lower portion of the drive cage. V-plow flights shall be positioned to direct sludge to the entrance of the nearest suction pipe. Flights shall be a minimum 8" deep and shall be formed from 3/16" thick bent carbon steel plate. Adjustable squeegees shall be provided of 26 gauge x 8" wide stainless steel and shall be attached with 1/2 inch diameter stainless steel bolts in slotted holes on a maximum of 24" centers. Stainless steel washers shall be provided for both sides of the connection.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

4. The sludge suction pipes shall be minimum 1/4" thick wall carbon steel pipe and be sized as indicated in the "Detailed Requirements" Section. The sludge suction pipes shall extend from a point near the floor to a flanged connection at the bottom of the sludge collection manifold troughs. The pipes shall be straight and vertical with the exception of the outermost tube which may have a maximum off-set of 20° from the vertical provided that the suction point for the outermost tube on each arm shall be located approximately 5'-0" from the inside wall of the clarifier.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

5. The fabricated sludge collection troughs shall extend from the scum baffle to the sight well built into the drive cage. The sludge collection troughs shall be sized to induce and control the sludge flow from the suction pipes and convey the sludge with minimal losses to the sight well. The sludge return troughs shall have stiffened edges and the necessary cross bracing. The return sludge collection trough shall have at least three (3) 12" wide x 4" deep scum collection ports on the forward face to collect surface scum outside the inlet well.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

6. At least one (1) weir shall be located at the outboard end of the trough, and one (1) weir at the leading face just outside of the influent well. Each port shall be fitted with an adjustable 14 gauge stainless steel weir plate. The outboard end of the trough shall be angled back and have a wiper assembly that will continuously contact the scum baffle, trapping scum for removal through the outboard scum port.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

7. Hot-dip galvanized tie rods shall be supplied to connect the elements of the rake arm frame assembly and sludge collection trough and shall be minimum 5/8" in diameter.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

8. The rake arm frame, vertical suction piping, return sludge trough, and connecting tie rods shall form a trussed system capable of withstanding the loads described in the "Structural Design" General Requirements Section. The tie rods shall be configured in order to maintain the top of trough elevation in all empty or operating conditions.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ACCESS TRUSS BRIDGE / SERVICE PLATFORM

1. **Access Truss Bridge / Service Platform:** A fixed access truss bridge and drive service platform shall be furnished to provide access to the center drive assembly. The bridge shall span one-half of the clarifier tank and shall be supported at the tank wall and the main spur gear drive assembly.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

2. The truss bridge shall consist of angle chords interlaced with steel channels and diagonal angles for rigidity designed as a Pratt truss with the sides of the truss forming the handrail a minimum of 42" high, with an intermediate rail to effectively form a two (2) rail handrail system. Structurally, the bridge shall be designed such that the maximum deflection shall be limited to 1/800 of the span, with all dead loads plus a live load of 50 lbs./ft.<sup>2</sup> on the walkway. The Manufacturer shall be responsible for sizing the bridge members to meet these requirements; except, that the members specified are the minimum acceptable.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

3. Two (2) slide plates shall be provided at the clarifier side wall to allow for thermal expansion. The slide plates shall be a minimum of 1/2" thick steel plate.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

4. The truss bridge shall be provided with a minimum 42" wide walkway designed to allow for an uninterrupted passage along its entire length. The access walkway shall consist of removable hot-dip galvanized carbon steel grating sections; 1 1/4" deep x 3/16" x 1" clear openings.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

5. A drive service platform shall be provided to allow easy maintenance of the gear drive assembly. The platform shall be nominal 7'-0" square fabricated from minimum 6" deep channel shapes and angles. Platform to be covered with removable 1/4" thick aluminum checkered floor plate.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

6. The service platform to include an anodized aluminum handrail system provided for all sides assembled from 1 1/2" dia. schedule 40 aluminum pipe. The railing shall be a two-rail system with the top rail located at 42" above the deck and include a 4" wide extruded aluminum kickplate. The handrail system shall comply with all current OSHA standards.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

SCUM SPRAY SYSTEM

1. **Scum Spray System:** A fixed scum spray system shall be supplied to direct surface scum into the return sludge and scum collection trough. System to include the following:

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

2. Water supply line fabricated from 2" dia. schedule 40 carbon steel piping starting at the basin wall, extending along the access truss bridge to the drive service platform.

Specification Compliant	
Yes	No

3. Line to supply spray water to three (3) individual surface spray headers and include a cast iron Y-strainer with blow-off valve.

Specification Compliant	
Yes	No

4. Two (2) surface spray headers fabricated from 2" dia. sch.40 carbon steel pipe. One (1) header to extend from the peripheral scum baffle to the influent feed well. The second header to extend from the drive cage to the feed well. Headers to include 1/2" dia. stainless steel drop pipes with flat pattern spray nozzles spaced on approx. 48" centers and a cast iron screwed plug valve for flow control and throttling.

Specification Compliant	
Yes	No

5. **Note:** These two (2) outside spray headers to be supplied for **manual** operation only.

Specification Compliant	
Yes	No

6. One (1) foam suppressant spray assembly to be provide water around the center column just below the gear drive. Assembly to be field assembled from 1" dia. schedule 80 PVC pipe and fittings and include five (5) PVC cone shape nozzles, solenoid valve, and 1" dia. true-union plug valve for flow control and throttling.

Specification Compliant	
Yes	No

7. **Note:** This inner PVC spray system to be supplied for **manual or automated** operation. Automated mode to coincide with the scum pump cycle.

Specification Compliant	
Yes	No

OCTAGONAL FLOCCULATION BAFFLE

1. **Octagonal Flocculation Baffle:** Clarifier influent shall exit the influent ports in the center pier and be directed toward the water surface while velocities are being reduced and diffused and scum directed to the water surface inside the octagonal flocculation baffle. The flocculation baffle shall be fabricated from **3/16" thick** carbon steel sheet and transition from the square shape of the drive cage to an octagonal shape at the top, terminating 20 inches below the water surface. The flocculation baffle shall have a split floor plate that bolts to the drive cage and comes to within 1" of the outside diameter of the center pier.

Specification Compliant	
Yes	No

INFLUENT FEED WELL

1. **Influent Feed Well:** Clarifier influent shall pass through an influent feed well sized as indicated in the "**Detailed Requirements**" Section.

Specification Compliant	
Yes	No

2. The influent well shall be furnished as **3/16" thick** rolled carbon steel wall plates, rolled trim angles, and vertical splice plates for field-bolted connections using minimum 1/2" diameter fasteners. The top and bottom trim rings shall be minimum 3" x 3" x 1/4" carbon steel angles.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

3. The influent well shall be supported by and rotate with the drive cage frame. Four (4) 12" deep structural steel channels shall be provided to support the inlet well.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**LUBRICATION**

1. **Lubrication:** Lubricants of the type recommended by the equipment Manufacturer shall be furnished and applied by the General Contractor. The Contractor shall certify that the collector drive system has received the proper amount of recommended lubricant.

Specification Compliant	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

Please write in the unit price per item below.

Equipment Unit Price Bid	Manufacturer/Model One model type per specification	Unit Price
115'-0" Clarifier Drive Mechanism as Specified	Ovivo / Model SS-3.5-P (115') (Two hundred, seventy-five thousand, five hundred, eighty-two dollars, and no cents) each	\$275,582.00 each
125'-0" Clarifier Drive Mechanism as Specified	Ovivo / Model SS-3.5-P (125') (Two hundred, seventy-eight thousand, four hundred, forty-nine dollars, and no cents) each	\$278,449.00 each

**SPECIAL NOTE TO BIDDER:**

- For specification questions contact Tiffany Rank, Division of Water Quality, @ 859-425-2406.
- For bidding questions contact Betty Landrum, Division of Central Purchasing, @ 859-258-3329.

NOTE: Ovivo takes absolutely no exceptions to the terms in the bid documents -- technical, legal or commercial. Ovivo's Standard Terms and Conditions of Sale are attached to serve in areas not covered by the bid documents. In all areas where there is redundancy, the terms and conditions set forth in the bid documents shall take precedence.



## Terms & Conditions of Sale

**1. ACCEPTANCE.** The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

**5. TAXES.** Unless otherwise specifically provided in SELLER'S quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period, provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER, however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) the costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

**8. PAINTING.** The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be set off or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL INDEMNITY.** Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

**14. DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest, and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**25. LIMITATION ON LIABILITY.** TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.