



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 112-2012

Date: August 8, 2012

Subject: Demolition/Removal & Replacement of Clarifier
Scum Baffles & Weirs

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

TO ALL PROSPECTIVE BIDDERS:

Please see attached Risk Management Provisions that now apply to this bid.

Questions	Answers
I saw this advertisement for bids on 8/20 for contractor installation of LFUCG purchased/supplied weirs and scum baffles. As I recall LFUCG will be purchasing NEFCO FRP weirs and scum baffles from a previous bid. Assuming that is correct, I am writing this note to find out what we should do on our end to coordinate and expedite shop submittal drawings and manufacture of the equipment. (The Henry P. Thompson Company represents NEFCO.)	If you would like to send a PDF of some informational drawings you are welcome. We can post those on economic engine. Material orders have already been placed to do two entire clarifiers and Clarifier #8 baffle.
Is there an estimated range of values or a targeted budget value for this project available?	This bid is to establish a Price Contract for a two (2) year term with an additional two (1) year renewals. There may be up to 4 units done from this contract over the term.

Todd Slatin
Todd Slatin, Acting Director
Division of Central Purchasing

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

COMPANY NAME: HERRICK COMPANY, INC.

ADDRESS: 1385 TRACY ROAD; LAWRENCEBURG, KY 40342

SIGNATURE OF BIDDER: Donna S. Herrick
DONNA S. HERRICK, CEO

INVITATION TO BID

Bid Invitation Number: #112-2012

Date of Issue: 08/6/2012

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 08/20/2012. 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, Rm 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: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

QTY	Commodity/Service
PCT	Demolition/Removal & Replacement of Clarifier Scum Baffles & Weirs
See specifications	

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

Submitted by: HERRICK COMPANY, INC.
Firm
1385 TRACY ROAD
Address
LAWRENCEBURG, KY 40342
City, State & Zip
Donna S. Herrick
Signature of Authorized Company Representative - Title
DONNA S. HERRICK, CEO
Representative's Name (Typed or printed)
502-839-3484 502-839-0939
Area Code - Phone - Extension Fax #
hci@der.net
E-Mail Address

Bid must be signed:
(original signature)

AFFIDAVIT

Comes the Affiant, DONNA S. HERRICK, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is DONNA S. HERRICK and he/she is the individual submitting the bid or is the authorized representative of

HERRICK COMPANY, INC.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "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.

Donna S. Herrick
DONNA S. HERRICK

STATE OF KENTUCKY

COUNTY OF ANDERSON

The foregoing instrument was subscribed, sworn to and acknowledged before me by DONNA S. HERRICK on this the 20TH day of AUGUST, 2012.

My Commission expires: March 1, 2015

Sabrina K. Gallera
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes 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 #112-2012 Demolition/Removal & Replacement of Clarifier Scum Baffles & Weirs"

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 XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 2 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-(1) year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (Space Checked Applies)
- (XXX) 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.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

UNIT PRICE CONTRACT FOR
DEMOLITION/REMOVAL OF EXISTING FINAL CLARIFIER SCUM
BAFFLE AND WEIR EQUIPMENT AND INSTALLATION OF NEW FRP
SCUM BAFFLES AND/OR WEIRS

GENERAL

1. The successful bidder will provide all equipment and labor necessary to demo/remove existing scum baffles and/or weirs from final clarifiers located at the West Hickman Wastewater Treatment Plant and/or the Town Branch Wastewater Treatment Plant both of which are owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. The successful bidder will provide all equipment and labor necessary to install new FRP scum baffles and/or weirs purchased by the LFUCG Division of Water Quality on final clarifiers in accordance with manufacturer's recommendations and/or specifications at either or both wastewater treatment facilities listed above.
3. Clarifier(s) diameter is 115 feet and/or 125 feet.
4. There is no guarantee on the quantity of demolition/removal of existing final clarifier scum baffle(s) and/or weir(s) and/or the installation of new FRP scum baffle(s) and/or Weir(s) projects during the duration of the unit price contract.
5. The LFUCG will provide the materials for installation.
6. *This unit price contract shall be in effect for two (2) years from the date of approval. This contract may be extended for two (2) additional one (1) year term(s) based upon the written agreement of the bidder and the LFUCG.*

SCOPE OF WORK

DEMOLITION/REMOVAL OF EXISTING SCUM BAFFLES AND/OR WEIRS AND INSTALLATION OF NEW FRP SCUM BAFFLES AND/OR WEIRS

1. Contractor shall supply all equipment and labor necessary to remove existing scum baffles and/or weirs.
2. Remove and dispose of all demolished/removed equipment and/or debris in accordance with any and all local, state or federal disposal regulations and/or guidelines.
3. Installation contractor shall field verify existing dimensions and install weir and/or scum baffle(s) in accordance with the contract drawings, approved shop drawings and manufacturer's recommendations.
4. Field cutting of panels will be allowed to complete the structure.
5. All field cut or drilled edges shall be sealed per the product manufacturer's recommendations.
6. All of the fasteners required for installation shall be supplied by the weir and scum baffle manufacturer.
7. Weirs and scum baffles shall be carefully aligned and leveled to the elevations shown on the drawings.
8. In the completed installation, no variation greater than 1/8" shall exist between any two notches of the weir plate in any one tank.
9. The average deviation from one quadrant of the weir to any other shall not exceed 1/16".
10. The installation contractor shall apply a suitable sealant between the weir and the wall to prevent the flow of liquid between the weir and the tank wall.
11. Installation contractor shall warranty installation workmanship for a minimum period of 12 months from date of completed installation.
12. Work must be scheduled with each respective Plant Superintendent.

Unit Price Bid	Unit Price	
	115' Diameter	125' Diameter
Demolition of existing scum baffles and/or weirs and installation of new OWNER supplied FRP scum baffles and/or weirs as specified	\$ 25,500 ⁰⁰	\$ 28,000 ⁰⁰

SPECIAL INSTRUCTIONS 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.