

PART III

Invitation to Bid No. 178-2016

2017 Capacity Assurance Program Flow Monitoring Field Services

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 12/12/16

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

This Proposal Submitted by HYDROMAX USA, LLC
11492 BLUE GRASS PKWY, SUITE 106
LOUISVILLE, KY 40294
(Name and Address of Bidding Contractor)

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

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for 178-2016 having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$ 400 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12/13/16

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. LEGAL STATUS OF BIDDER

Bidder HYDROMAX USA, LLC

Date _____

* 1. A corporation duly organized and doing business under the laws of the State of INDIANA, for whom JEFFREY A. GRAHAM, bearing the official title of PRESIDENT, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

~~_____

_____~~

~~* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)~~

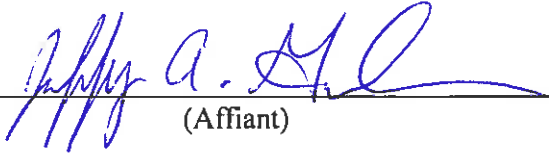
~~_____
_____~~

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

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is JEFFREY A. GRAHAM and he/she is the individual submitting the bid or is the authorized representative of HYDROMAX 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 the "Ethics Act."
 7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant sayeth naught.

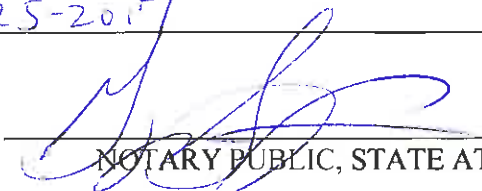


 (Affiant)

STATE OF Kentucky
 COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeffrey A. Graham on this the 9th day of December, 2017.

My Commission expires: 02-25-2017



 NOTARY PUBLIC, STATE AT LARGE
GARY D. SPENCE
 Notary Public, State at Large, KY
 My Commission Expires Feb. 25, 2017
 Notary ID # 483907

4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG’s decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or “or equal” items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1.	Installation, Removal & Calibration of Temporary Flow Meter for <u>FIVE HUNDRED</u> Dollars and Cents (per Each)	29	Each	\$ <u>500</u>	\$ <u>14,500</u>
2.	Operation & Maintenance of Temporary Flow Meter for <u>SEVEN HUNDRED</u> Dollars and Cents (per Meter-month)	116	Meter-month	\$ <u>700</u>	\$ <u>81,200</u>
3.	Installation, Removal & Calibration of Temporary Rain Gage for <u>FOUR HUNDRED</u> Dollars and Cents (per Each)	3	Each	\$ <u>400</u>	\$ <u>1,200</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
4.	Operation & Maintenance of Temporary Rain Gage for <u>THREE HUNDRED FIFTY</u> Dollars and Cents (per Gage-month)	12	Gage-month	\$ <u>350</u>	\$ <u>4,200</u>
5.	Monthly Data Packet for <u>FIVE HUNDRED</u> Dollars and Cents (per Each)	4	Each	\$ <u>500</u>	\$ <u>2,000</u>
6.	Final Report for <u>FOUR HUNDRED</u> Dollars and Cents (per Each)	1	Each	\$ <u>400</u>	\$ <u>400</u>
7.	Kickoff/Progress Meetings for <u>TWO HUNDRED FIFTY</u> Dollars and Cents (per Each)	4	Each	\$ <u>250</u>	\$ <u>1,000</u>

TOTAL OF ALL BID PRICES FOR _____ Project (Items 1 through 30) in words and figures.
In case of discrepancy, the amount shown in words will govern.

ONE HUNDRED FOUR THOUSAND FIVE HUNDRED
DOLLARS (\$ 104,500.00).

The quantities indicated in the Bid Schedule reflect those anticipated for the 2017 monitoring season. Estimated quantities may change after the contract is awarded. Final quantities will be at the OWNER's discretion. The CONTRACTOR shall specify the unit price for each item in the Bid Schedule without regard to quantity. The CONTRACTOR will not be permitted to alter the unit price identified in the Bid Schedule for changes in estimated quantities for any Item No.

Additional information regarding the preliminary monitoring sites for 2017 is provided in Section 4.06 of the Technical Specifications.

Monitoring equipment used to perform the work shall be furnished by the CONTRACTOR. Ownership of monitoring equipment remains with the CONTRACTOR. No equipment is to be provided to the OWNER as part of this contract.

Submitted by:

HYDROMAX USA, LLC
Firm

11492 BLUEGRASS PKWY #106
Address

LOUISVILLE, KY 40299
City, State, & Zip

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

Jeff A. Graham - PRESIDENT
Signature of Authorized Company Representative - Title

JEFFREY A. GRAHAM
Representative/s Name (Typed or Printed)

502-548-8965
Area Code - Phone - Extension

Fax #

Jeff.graham@hydromaxusa.com
E-Mail Address

OFFICIAL ADDRESS:

SAME AS ABOVE

(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal. Also, past performance on LFUCG's contracts will be used in the evaluation of this bid, unsatisfactory performance will be grounds for rejection of a bid.

- 1. Name of Bidder: HYDROMAX USA, LLC
- 2. Permanent Place of Business: 11432 BLUEGRASS PKWY, LOUISVILLE KY 40299
- 3. When Organized: 2003
- 4. Where Incorporated: INDIANA

- 5. Construction Plant and Equipment Available for this Project:
50+ EACH 900 SERIES FM
20+ 1500 2100 SERIES FM

(Attach Separate Sheet If Necessary)

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

- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:
OHIO FARMERS INSURANCE COMPANY (Surety)

Signed: Marsha J. Dawson (Representative of Surety)
Marsha J. Dawson, Attorney-in-Fact

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

<u>NAME</u>	<u>LOCATION</u>	<u>BONDED CONTRACT SUM</u>
KC CCTV	KANSAS CITY, MO	\$ 3,335,000
PLANT CITY VALVE HYDRANT	PLANT CITY, FL	\$ 110,000
BROWARD CO VALVE	BROWARD CO, FL	\$ 250,000
HENRICO CO UDF	HENRICO, VA	\$ 254,600
LFUGG FM	LEXINGTON, KY	\$ 263,000

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
PADUCAH McCracken JOINT Sewer Agency	PADUCAH, KY	\$25K-30K ANNUALLY LAST 5 YRS
Frankfort LONG TERM FM	FRANKFORT, KY	\$ 400,000
LFUGG SSA/4Z	LEXINGTON, KY	\$ 3,800,000 +
WHIDBEY MILITARY BASE	SEATTLE, WA	\$ 40,000
VERSAILES FM	VERSAILES, KY	\$ 30,000

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
TONY BISCHOFF	QA/QC	10+
JEFFREY GRAHAM	PM	13+
ALEX SU		
GABE ANDERSON	EQUIPMENT INSTALLATION	13

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
TREKK DESIGN	CCTV KANSAS CITY	WBE	10%
TALIA FERRO + BRADY	Locating + opening MH KANSAS CITY	MBE	5.4%
FOUR STAR construction	Clearing EASEMENTS KANSAS CITY	MBE	10%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SEE BELOW

(USE ADDITIONAL SHEETS IF NECESSARY)

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

99% OF THE CONTRACTS WE GET THE WORK IS SELF PERFORMED BECAUSE IT IS SPECIALTY WORK THAT CAN NOT BE SUB-CONTRACTED OUT WITHOUT JEOPARDIZING QUALITY TO THE OWNER

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH Work</u>	<u>SUBCONTRACTOR</u>	<u>DBE</u>	<u>% of</u>
<u>MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.		<u>Yes/No</u>	
1. <u>KICK OFF / Progress MEETINGS</u>	Name: <u>JASMINE KY</u>	<u>No</u>	<u>< 1%</u>
	Address: <u>1236 Litchfield LN</u> <u>LEXINGTON, KY 40513</u>		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 17E-2016

The MWDBE and/or Veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. JASMINE KY 1236 Litchfield Lexington, KY 859-531-2218	Attend Progress Meetings	\$1,000	< 1%
2. Linda - xp - wd@yahoo.com	THE PURPOSE OF HAVING LINDA IN THIS ROLE IS TO HELP HER COMPANY		
3.	TO LEARN HOW TO RUN THESE TYPES OF MEETINGS IN THE FUTURE.		
4.			

The undersigned company representative submits the above list of MWDBE 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.

HYDROMAX USA, LLC
Company

12/12/16
Date

[Signature]
Company Representative

PRESIDENT
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 178-2016

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. **Failure to submit a completed form may cause rejection of the bid.**

N/A SEE BELOW

Company Name HYDROMAX USA, LLC	Contact Person JEFFREY GRAHAM, P.E.
Address/Phone/Email 11492 BLUEGRASS PKWY #106 LOUISVILLE KY 40299 502-548-8965	Bid Package / Bid Date RFP 178-2016 12/16/16

Jeff.graham@hydromaxusa.com

MWDBE 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	Veteran

(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.

HYDROMAX USA, LLC
Company

12/12/16
Date

Jeffrey A. Graham
Company Representative

PRESIDENT
Title

ALL WORK IS TO BE SELF PERFORMED BECAUSE OF THE SPECIALTY INVOLVED. SO THE ONLY SUBS WE ASKED "JASMINE KY" AGREED TO COME TO THE MEETING(S) FOR MENTORING PURPOSES

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 178-2016

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

NO Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

NO Included documentation of advertising in the above publications with the bidders good faith efforts package

NO Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

NO Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

NO Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

NO Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

NO Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

NO Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

NO Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

YES Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran

participation, even when the prime contractor may otherwise perform these work items with its own workforce

NO Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

NO Included documentation of quotations received from interested MWDBE firms and Veteran-Owned Businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

NO Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

NO Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned Businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

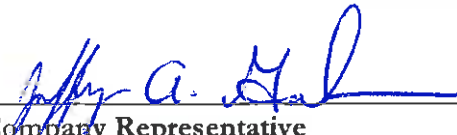
NO Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation. ALL WORK EXCEPT MEETINGS WILL BE SELF PERFORMED SINCE THERE ARE ONLY 7 LINE ITEMS & ALL BUT ITEM 7 ARE SPECIFICIZED

NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

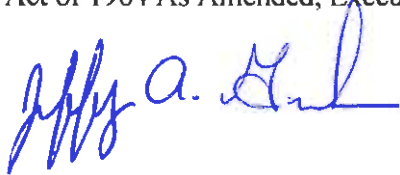
HYDROMAX USA, LLC
Company
12/12/16
Date


Company Representative
PRESIDENT
Title

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State N/A or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky ✓. Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

 12/12/16

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: JEFF GRAHAM, P.E.

POSITION/TITLE: PM / OWNER

STATEMENT OF EXPERIENCE: PM FOR THE INSTALLATION
& MAINTENANCE OF MORE THAN 900
FLOW METERS. PROJECTS HAVE RANGED IN
SIZE FROM 1 TO 130 FM

NAME OF INDIVIDUAL: TONY BISCHOFF, PE

POSITION/TITLE: DIRECTOR, DATA QUALITY

STATEMENT OF EXPERIENCE: RESPONSIBLE FOR THE
EVALUATION OR QA/QC OF MORE
THAN 2,000 FM SINCE WORKING WITH
OR FOR HYDROMAX

NAME OF INDIVIDUAL: GABRIEL STEWART

POSITION/TITLE: FLOW METERING DATA ANALYST

STATEMENT OF EXPERIENCE: RESPONSIBLE ANALYST
FOR MORE THAN 1,000 FM. MOST RECENT
PROJECT WAS DATA ANALYST FOR FRANKFORTS
YEAR LONG STUDY. (40 FLOW METERS)

NAME OF INDIVIDUAL: GABE ANDERSON

POSITION/TITLE: FLOW MONITORING SUPER.

STATEMENT OF EXPERIENCE: GABE HAS BEEN RESPONSIBLE FOR THE INSTALLATION & MAINTENANCE OF 800+ FMS & 100 RAIN GAUGES

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

The Law

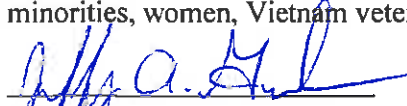
- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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


Signature

HYDROMAX USA, LLC
Name of Business
12/12/16

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

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 – 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 quoted above 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.

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of HYDROMAX USA, LLC

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: Hydromax USA

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	42	22	8	1	-	1	5	-	-	1	2	-	1	1	26	16	
Professionals	4	3	1	-	-	-	-	-	-	-	-	-	-	3	1	-	
Superintendents	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Supervisors	38	31	3	-	-	-	-	1	-	-	-	1	-	33	5	-	
Foremen	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Technicians	8	7	1	-	-	-	-	-	-	-	-	-	-	7	1	-	
Protective Service	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Para-Professionals	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Office/Clerical	2	-	2	-	-	-	-	-	-	-	-	-	-	-	-	2	
Skilled Craft	200	133	19	10	2	26	-	3	-	2	-	1	-	179	21	-	
Service/Maintenance	3	3	-	-	-	-	-	-	-	-	-	-	-	3	-	-	
Total:	297	199	33	11	2	27	5	3	1	4	2	2	0	5	2	251	46

Prepared by: Mwendy Morris HR Coordinator
(Name and Title)

Date: 12/7/2016

13. EVIDENCE OF INSURABILITY

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

Names Insured: Hydromax USA Employee ID: 913139828
 Address: 344 Erdemuden Rd Chandler TN 37610 Phone: 612 925 3930

Project to be insured: _____

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 2,000,000	TRAVELERS	002516	AA+
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000 per occ.	\$1,000,000	"	002516	AA+
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$1,000,000	"	002516	AA+

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

Torian Hoffmann Dillard
 Agency or Broker Name
300 Division St.
 Street Address
Evansville IN 47411
 City State Zip
612-424-3503
 Telephone Number

Randy Albin
 Name of Authorized Representative
[Signature]
 Authorized Signature
12/8-16
 Date

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

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

14. DEBARRED FIRMS

PROJECT NAME: 2017 CAPACITY ASSURANCE PROGRAM FM

BID NUMBER: 178-2016

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of HYDROMAX USA, LLC has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

HYDROMAX USA, LLC
Name of Firm Submitting Bid


Signature of Authorized Official

PRESIDENT
Title

12/12/16
Date

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: HYDROMAX USA, LLC

Project: 2017 CAPACITY ASSURANCE PROGRAM
FLOW MONITORING

Printed Name and Title of Authorized Representative: JEFFREY A GRAHAM / PRESIDENT

Signature: 

Date: 12/12/16

END OF SECTION

RWBE15490

Certification Number

April 14, 2017

Expiration Date



NATIONAL WOMEN BUSINESS OWNERS CORPORATION

Certifies that:

Jasmine KY, L.L.C. dba Code My Pipe

has successfully met the requirements of the NWBOC National Certification Program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC Standards and Procedures.

Jane Harmon-Lange

President

April 15, 2016

Date

NAICS Code(s): 519210, 541930

NWBOC, 1001 W. Jasmine Dr., #G, Lake Park, FL 32403 • 800-675-5066 • www.nwboc.org
Tampering or altering this certificate is, in the discretion of NWBOC, grounds for termination of certification.





hereby grants

National Women's Business Enterprise Certification

to

Jasmine KY, LLC

dba

CodeMyPipe

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Ohio River Valley - Women's Business Council, a WBENC Regional Partner Organization.

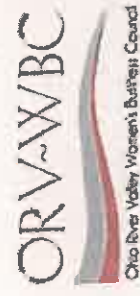
Certification Granted: 5/31/2011
Expiration Date: 05/31/2017
WBENC National Certification Number: 2005118121

NAICS Codes: 518210, 541930

UNSPSC Codes: 81112002, 82110000

Sheila C. Mixon

Authorized by Sheila Mixon, Executive Director
Ohio River Valley Women's Business Council



OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hydromax USA, LLC
11492 Bluegrass Pkwy, #106
Louisville, Kentucky 40299

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
Division of Purchasing, Third Floor, 200 East Main Street
Lexington, Kentucky 40507

BOND AMOUNT: Five Percent of Accompanying Bid _____ (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Project No. 178-2016 LFUCG 2017 Capacity Assurance Temporary Flow Monitoring

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of December, 2016.

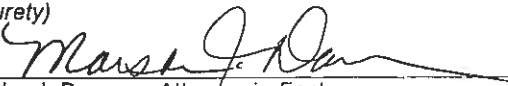
(Witness)


Christopher Ensminger (Witness)

Hydromax USA, LLC
(Principal) (Seal)

By: _____
(Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) (Seal)

By: 
Masrha J. Dawson, Attorney-in-Fact (Title)

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BD5084 OFWWN (10/2010)

COPY

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint THOMAS A. FLYNN, GERALD F. O'CONNOR, WILLIAM L. KINNEY, MARY E. ROBINSON, LINDA J. GRIGGS, WILLIAM J. PHILLIPS, JOHN SAHM, MARSHA J. DAWSON, PAMELA W. CLARK, JOHN S. FLYNN, JOINTLY OR SEVERALLY

of INDIANAPOLIS and State of IN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of MARCH A.D., 2014 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 28th day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16 day of December A.D., 2016



Frank A. Carrino Secretary

Frank A. Carrino, Secretary COPY

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hydromax USA, LLC
11492 Bluegrass Pkwy, #106
Louisville, Kentucky 40299

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
Division of Purchasing, Third Floor, 200 East Main Street
Lexington, Kentucky 40507

BOND AMOUNT: Five Percent of Accompanying Bid _____ (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Project No. 178-2016 LFUCG 2017 Capacity Assurance Temporary Flow Monitoring

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of December, 2016.

Hydromax USA, LLC

(Principal)

(Seal)

(Witness)

By:

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By:

Masrha J. Dawson, Attorney-in-Fact

(Title)

Christopher Ensminger

(Witness)

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BD5084 OFWWN (10/2010)

General Power of Attorney

CERTIFIED COPY

POWER NO. 1308622 03

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint THOMAS A. FLYNN, GERALD F. O'CONNOR, WILLIAM L. KINNEY, MARY E. ROBINSON, LINDA J. GRIGGS, WILLIAM J. PHILLIPS, JOHN SAHM, MARSHA J. DAWSON, PAMELA W. CLARK, JOHN S. FLYNN, JOINTLY OR SEVERALLY

of INDIANAPOLIS and State of IN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of MARCH A.D., 2014 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss:

On this 28th day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16 day of December, 2016 A.D.



Frank A. Carrino Secretary Frank A. Carrino, Secretary