



RFP FOR CONTRACT SERVICES

SUBMITTED TO: Todd County Board of Education
205 Airport Road
Elkton, KY 42220

FROM: Benn Stahl, Owner

SUBJECT: North Todd Elementary School – Wastewater Treatment Plant Contract Bid

DATE: September 16, 2025

Qualifications

- I have served as the Utilities Superintendent for the City of Trenton since November of 2007. In this role I maintain and operate a .125 MGD wastewater treatment plant along with all collections and pumping equipment throughout the City's wastewater system. Additionally, I provide long-range planning for equipment and capital improvements for the system. For reference, please contact Carol Chester, City Clerk at 270-466-3332.
- I have served as the Contract Utilities Superintendent for the City of Guthrie since May of 2015. In this role I oversee the operation and maintenance of a .325 MGD wastewater treatment plant along with all collections and pumping equipment throughout the City's wastewater system. Additionally, I provide long-range planning for equipment and capital improvements for the water and wastewater system as well as provide day-to-day technical assistance to other City employees who help with the operation and maintenance of the City's utilities system. For reference, please contact Russ Longhurst, City Councilman at 615-289-1162.

Staffing Plan

- Site visits will be completed by either myself or one other part-time employee. The part-time employee will be made familiar with the plant, its daily maintenance and operational checks, chemical additions, sampling, as well as assist me with necessary repairs and maintenance that may arise.

IRC – Benn Stahl
270-889-7114

Part-time Employee - Nathan Workman
270-889-8581



Technical Approach

- No two wastewater treatment plants ever operate identically, however the type of process that the North Todd plant operates as is an extended aeration process and is very commonly found in small systems. This is also the process that is used for the City of Trenton's treatment system. In addition to routine washdowns, maintenance and repairs, every effort will be made to make process changes where they are observed to be needed, as well as implement chemical additions to aid in the treatment process should they are found to be successful in other like-kind facilities. Some of the changes that have been made already include the following.
 - o Change of laboratory services for an earlier sampling date in the month which could for additional time on the back end of the month to test back into compliance, if needed. Additionally, this change will save the Board around \$100.00 per month over Pace Analytical.
 - o Addition of a engineered bacteria in the treatment process that helps to facilitate the growth of desired bacteria in treatment plants that are just starting back up, such as the schools plant due to the no-flow state through the summer months.
 - o Providing more in-house repairs to items such as pump floats, air-blowers and motors which may need to be replaced or rebuilt, supplying an on-site composite sampler to pull required monthly samples at no additional charge.

Cost Proposal

- A base charge of \$2,000.00 per month will be billed for the first 20 man-hours. After that, all hours will be billed at a rate of \$55.00 per hour. If any additional employees are needed on site to complete maintenance task, they will be billed at an hourly rate of \$35.00 per hour. All rates will increase 1.5% annually on the anniversary of the contract renewal unless they are determined to be adequate by the contractor at such time for the coming year. See the attached "Contract for Services" form for the specific duties included in this proposal by the contractor and the Board of Education.

Insurance and Licensing

- A current Certificate of Insurance for General Liability will be issued by the underwriter after acceptance of the bid supplied.
- All additional employees are covered under Workers' Compensation.
- Current KY Wastewater Treatment Plant Operator License #21344, Expires 6-30-2027
- Current KY Wastewater Collection System Operator License #19488, Expires 6-30-2027

We are pleased to offer this bid for contract services to operate and maintain the North Todd Elementary School Package Plant. Should you have any additional questions, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read 'Benn Stahl', is written over a light blue horizontal line.

Benn Stahl, Owner

CONTRACT FOR SERVICES

Between:

CLIENT:

Todd County Board of Education
Elkton, Kentucky 42220

CONTRACTOR:

Stahl Industries, LLC
Trenton, Kentucky 42286

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. The person signing this Agreement on behalf of the client states that he has the legal authority to enter into this Agreement for and on behalf of Client.

IN CONSIDERATION OF the-matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

I. SERVICES PROVIDED

A. The Client hereby agrees to engage the Contractor to provide the client with the following services (the "Services")

- 1. Assist with repair, maintenance, consulting and provide technical assistance, with emphasis in the areas of the Client's current water and wastewater services. The Contractor will also assist with future capital improvement projects for the Client as requested. (See attached duties list.)
- 2. The Contractor will be paid \$2,000.00 for the first 20 hours worked per month. Every hour thereafter will be billed at \$55 per hour. Any additional

employees will be billed at a \$35 per hour rate. The Contractor will provide time sheets for any time that is over and above the base rate for Client inspection.

3. The Client further agrees to pay the Contractor rental fees for any equipment owned by the Contractor based on the following schedule:

- | | |
|---|------------------|
| A. 3 Inch Trash Pump - | \$95.00 per day; |
| B. 30K Excavator- | \$120 per hour; |
| C. Portable Wastewater Sampler- | \$75 per day; |
| D. Mini-Excavator | \$85 per hour; |
| E. Current market rental rates will apply for any additional equipment rented to the Client to complete the services described above. | |

II. TERM OF AGREEMENT

- A. The term of this agreement (the "Term") will begin on the date of this agreement and will remain in full force and effect for a period of one year. The Contract will automatically renew with an increase of 1.5% to rates stated herein unless notified in writing by the Parties.
- B. The Contractor/Client can terminate this contract by giving a 180-day written notice to the parties of intention to terminate the contract.
- C. In the event of termination by Client, the monthly base fees remaining for the term shall be paid to completion of the existing current 1 year term.

III. PERFORMANCE

- A. The parties agree to do everything necessary to ensure the terms of this agreement take effect.
- B. The Contractor shall invoice the Client monthly for services rendered and the Client shall promptly pay said invoices.

Operator Duties to Include:

Visit to facility up to four days each week to maintain the plant in the following ways:

- Wash down all areas of the package plant.
- Monitor skimmers and return lines to make sure all are working properly.
- Ensure that all pumps are working properly.
- Check and fill Chlorine and Sulfur feed tubes.
- Check aeration pumps for proper operation.
- Troubleshoot any areas not working properly (outside company will be contacted to pull pumps, repair electrical issues, etc.).
- Sign and submit Net Discharge Monitoring Report to EPA.
- Submit written replies to any Notice of Violation from EPA and/or Kentucky Division of Water.
- Monitor the amount of waste sludge present and notify district when removal is needed.
- Continuation of Laboratory for monthly sampling and gathering of field results to include purchase order (before sampling for testing occurs), direct receipt of invoice, and turning it into Maintenance Account Clerk in a timely manner for payment.
- On day prior to quarterly sampling, will come to package plant three different times to collect grab samples.
- On day of monthly sampling, will meet the designated lab representative at the package plant to collect final grab sample, mix and prepare samples. Will also observe field data being collected by the lab representative and sign Chain of Custody form.

- Verbal/written communication with Kentucky Division of Water and/or EPA inspectors/representatives.
- Operator agrees to try all known methods and continue to research to get the North Todd Waste Water Package Plant operating properly and meeting all requirements of the Kentucky Division of Water and EPA. This does not guarantee the ability to do so, only that good faith effort will be given.*

School District Duties to Include:

- Removal of trash containers filled with plastics and paper from package plant.
- Upkeep of the grounds around the package plant (mowing, removal of weeds).
- Purchase all of chemicals, supplies, equipment and additional outside services required for the upkeep of the facility (septic hauler, pump repair service etc.) and follow District Purchase Order Procedures.
- Continuation of necessary Laboratory service for monthly sampling and gathering of field results to include purchase order, direct receipt of invoice, and turning it into Maintenance Account Clerk in a timely manner for payment.
- Continuation of removal of waste sludge from plant.
- Continuation of effort to limit the volume of chemicals/cleaners being sent to the plant.
- Processing of monthly invoices in a timely manner.

IV. NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

A. Client: Todd County Board of Education
205 Airport Road
Elkton, KY 42220

B. Contractor: STAHL INDUSTRIES, LLC.
P.O. Box 50
Trenton, KY 42286

V. MODIFICATION OF AGREEMENT

Any amendment or modification of this agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

VI. TIME IS OF THE ESSENCE

Time is of the essence in this agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

VII. ASSIGNMENT

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement without the prior written consent of the Client.

VIII. ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

IX. ENUREMENT

This agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

X. TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

XI. GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

XII. GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, and venue of any action regarding this contract shall be Todd County, Kentucky.

XIII. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with invalid or unenforceable parts severed for the remainder of the agreement.

XIV. WAIVER

The waiver by either Party of a breach, delay, or default or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under the hand and seal on this the _____ day of _____, 2025.

CLIENT:
TODD COUNTY BOARD OF EDUCATION

Jessica Addison, Superintendent

CONTRACTOR:
STAHL INDUSTRIES, LLC

By: Benn Stahl, Member

COMMONWEALTH OF KENTUCKY
COUNTY OF TODD

SUBSCRIBED AND SWORN before me by Jessica Addison, Superintendent, and as duly authorized representative of Todd County Board of Education, Elkton, Kentucky on this the _____ day of _____, 2025.

My Commission Expires: _____

Notary Public

COMMONWEALTH OF KENTUCKY
COUNTY OF TODD

SUBSCRIBED AND SWORN before me by Benn Stahl, Member of Stahl Industries, LLC, on this the _____ day of _____, 2025.

My Commission Expires: _____

Notary Public

Prepared By:

Mark D. Collins
Collins Law
P.O. Box
Elkton, KY 42220
Attorney for Contractor

Have Seen and reviewed:

Harold M. Johns
E.L.P.O
P.O. Box
Elkton, KY 42220
Attorney for Client