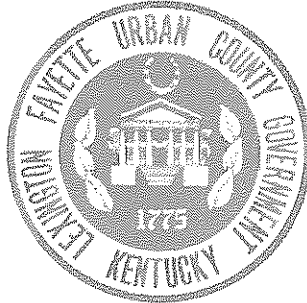


# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #146-2012

Towing of LFUCG Owned Vehicles

NOTICE TO BIDDERS

**Bid Opening Date: October 2, 2012**

**Bid Opening Time: 2:00 PM**

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

\*\*\*\*\*

**Pre Bid Meeting: N/A**

**Pre Bid Time:**

**Address:**

**INVITATION TO BID**

Bid Invitation Number: #146-2012

Date of Issue: 09/18/2012

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 **10/02/2012**. 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: Various, Lexington, KY

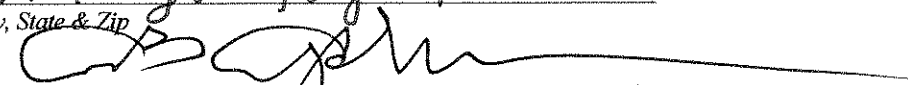
Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>Commodity/Service</b>
<b>Towing of LFUCG Owned Vehicles</b>
See specifications

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

Submitted by: Bluegrass Towing, Inc.  
Firm  
1001 Manchester Street  
Address  
Lexington, Ky. 40508  
City, State & Zip

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

  
Signature of Authorized Company Representative - Title  
A.B. Alphin JR  
Representative's Name (Typed or printed)  
859-233-9711    859-252-7729  
Area Code - Phone - Extension      Fax #  
andy@bluegrasstowing.com  
E-Mail Address

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

**AFFIDAVIT**

Comes the Affiant, A. B. Alphin, JR, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is A. B. Alphin, JR and he/she is the individual submitting the bid or is the authorized representative of Bluegrass Towing, 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.

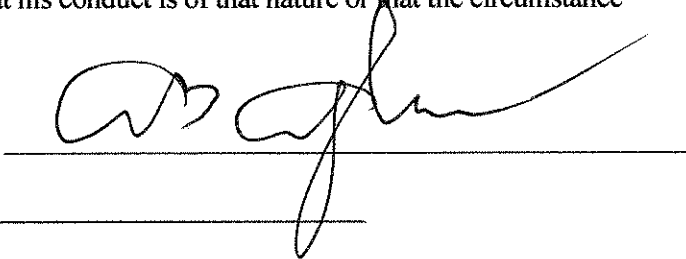
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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.



STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by A. B. Alphin Jr on this the 28th day of September, 2012.

My Commission expires: 1-4-2014  
ID 410931

Sandra M. Evans  
NOTARY PUBLIC, STATE AT LARGE

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

**I. GREEN PROCUREMENT**

**A. ENERGY**

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

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

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

Key Benefits

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

**B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

**C. GREEN COMMUNITY**

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

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

Yes \_\_\_\_\_ No X *we already have price contracts with both principals.*



## 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 #146-2012 Towing of LFUCG Owned Vehicles"**

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

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

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

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

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

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

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

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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



### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. Price Changes (**Space Checked Applies**)
  - (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.

## EQUAL OPPORTUNITY AGREEMENT

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### The Law

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

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

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

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


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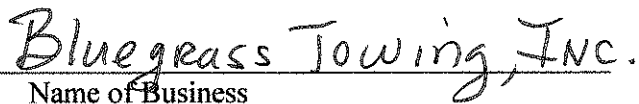
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

### Bidders

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

  
Signature

  
Name of Business

# Lexington-Fayette Urban County Government

## Specifications: Towing of LFUCG Owned Vehicles

### 1.0 Scope and Classification

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These specifications describe requirements of the Lexington-Fayette Urban County Government for safely towing LFUCG owned vehicles:

1.1 pursuant to Sections 18-112 and 18-114 of the Lexington Fayette Urban County Government Code of Ordinances.

1.2 involved in traffic accidents.

1.3 inoperable due to equipment failure.

### **2.0 Publications**

The following publications apply to these specifications:

2.1 Sections 18-112 and 18-114 of the Lexington-Fayette Urban County Government Code of Ordinances.

2.2 Kentucky Revised Statutes 189.754 and 376.275.

2.3 Federal Motor Carrier Safety Regulations

### **3.0 Requirements**

3.1 Contractor shall tow LFUCG owned vehicles, at the request of the Division of Facilities and Fleet Management and/or other LFUCG Division in accordance with the publications cited in Section 2.0 above, these specifications and proposal conditions attached hereto.

3.2 Service described herein shall be available 24 hours per day, seven days per week.

3.3 Contractor shall, pursuant to KRS 189.754, furnish each wrecker unit with tools necessary to remove and properly dispose of vehicle debris left on the street or highway after an accident. Each wrecker unit shall also be equipped with all safety devices and markings, including but not limited to, flares, barricades, signs and cones required by laws and/or applicable regulations, and which are required to perform all tasks set forth herein in the safest manner possible. Contractor is solely responsible for safety of Contractor's operations.

3.4 Wrecker unit operator shall clean and dispose of debris specified in Section 3.3 above.

### 3.5 Equipment Requirements

3.5.1 Contractor shall have available, as a minimum, vehicles and equipment described in the following subsections. Equipment shall be available to respond to requests for service 24 hours per day, seven (7) days per week.

3.5.2 Contractor shall have available wreckers with chassis weight of one ton (minimum), specifically designed to tow automobiles, pick-up trucks and one-ton trucks.

3.5.3 Contractor of the heavy equipment towing section shall have at least one (1) wrecker with towing capacity up to 65,000 GVW.

3.5.4 Each unit shall be equipped with an air supply for tire inflation.

3.5.5 Each unit shall be equipped with at least one (1) four-ton capacity motor-driven winch.

3.5.6 Each unit shall be capable of towing imported automobiles and pick-up trucks, and other vehicles not designed to be towed by conventional techniques.

3.5.7 One (1) unit may be equipped with a permanent cradle.

3.5.8 Each wrecker unit shall be equipped with any and all safety devices necessary for the safe fulfillment of the Contractor's responsibilities and obligations

under this contract. Safety devices shall conform to

requirements of Federal Motor Carrier Safety Regulations, Section 392.22(b).

3.5.9 Contractor of the heavy equipment towing section must have at least one (1) roll-back truck or "low-boy" trailer suitable for hauling large off-road equipment and large trucks which cannot be towed.

3.6 All units used in performance of this contract shall be radio-dispatched.

3.7 Any driver of any unit dispatched by Contractor in performance of this contract shall be fully qualified to drive and operate the unit.

3.7.1 Driver/operator shall be familiar with recommendations of various vehicle manufacturers regarding towing of vehicles manufactured by said manufacturers.

3.7.2 Contractor shall provide, upon request by the Lexington-Fayette Urban County Government, evidence of the training and qualifications of any or all drivers performing services pursuant to this contract.

3.8 Indemnity, Insurance and Bonding

3.8.1 This section sets forth specifications for Indemnity, Insurance; Bonding; Safety and Loss Control; Right to Review, Audit and Inspect; Definition of Default; and Conflicting Contract Provisions.

3.8.2 Contractor understands and agrees to indemnify and save harmless the Lexington-Fayette Urban County Government, its employees, agents, elected and appointed officials, licensees and assigns from any and all claims, past, present and future, by or on behalf of any person or persons, firm or firms, corporations arising from the service(s) provided for the Lexington-Fayette Urban County Government pursuant to this contract; or arising from any breach or default by the Contractor in performance of any covenant or agreement required of the Contractor, its agents, contractors, subcontractors, employees, licensees or assigns; or damage whatsoever caused to any person(s), firm(s), or corporation(s) occurring during the term of this Contract. Contractor further covenants to resist or defend any such action or proceeding by counsel reasonably satisfactory to the Lexington-Fayette Urban County Government upon notice from the Urban County Government.

3.8.3 Contractor shall procure and maintain throughout the term, during any period of service prior or after thereto, naming the Lexington-Fayette Urban County Government, its agents, employees and elected officials as additional insureds, as their interests may appear, in the same manner as though a separate contract has been issued, for the term of the Contract between the Contractor and the Lexington-Fayette Urban County Government, a policy or policies of comprehensive general liability insurance affording limits of liability \$1,000,000 as recommended by the Lexington-Fayette Urban County Government Division of Risk Management, combined single limit per occurrence, with an aggregate of not less than \$3,000,000 for personal injury, bodily injury or death suffered or alleged to have been suffered by any person or persons or for any property damage incurred or alleged to have been incurred. Said insurance shall be Broad Form in nature, shall be written through a company with an A. M. Best rating of "A" or better, and one admitted to do business in the Commonwealth of Kentucky, and should include but not be limited to: Comprehensive Auto Liability code 1, "any auto," with combined single limits of not less than \$1,000,000 per occurrence, including On Hook-Cargo and Garage Keepers Liability.

3.8.4 Contractor shall secure Worker's Compensation insurance for all drivers, all lot attendants, and other employees engaged in compliance with the provisions of this contract and shall secure Employer's liability in coverage limits of \$1,000,000.

3.8.5 Said insurance shall be non-cancelable without at least thirty (30) days notice to the Lexington-Fayette Urban County Government. Certificates of Insurance shall be delivered to the Division of Risk Management on or before the commencement date of this Contract; and valid Certificates of Insurance shall be maintained by the Contractor throughout the term of this Contract and any renewal thereof. Original copies of the insurance policy, with all endorsements, shall be provided upon request.

3.8.6 Failure to comply with this Section shall constitute an event of default under this Contract.

3.8.7 While providing the service(s) specified herein, the Contractor understands and agrees to adhere to any comply with any and all Federal, State and Local safety

laws, regulations, and ordinances, as well as the safety and loss control reporting guidelines established by the Lexington-Fayette Urban County Government. Contractor shall provide all safeguards, safety devices and protective equipment, and shall take any other needed actions whatsoever, on its own responsibility and expense, to protect the life and health of all persons providing the service(s) specified herein, the safety of the public and the Lexington-Fayette Urban County Government, and to protect any and all property in connection with the service(s) specified herein.

3.8.8 Contractor understands and agrees that the Lexington-Fayette urban County Government shall, without prior notice, be permitted, but not obligated to, review, audit and inspect any and all of the Contractor's records, documents and service(s) as deemed necessary by the Lexington-Fayette Urban County Government to assure compliance with the provisions of the Contract, maximize the protection of the Lexington-Fayette Urban County Government, and assess the financial ability of the Contractor to indemnify and save harmless the Lexington-Fayette Urban County Government from any and all claims. Neither the right to review, audit and inspect nor the making thereof, nor any report thereon, shall constitute an understanding on behalf of, or for the benefit of, the Contractor, to determine or warrant that such service(s) has/have been done in a manner conforming to the Contract.

3.8.9 The results of all reviews, audits and inspections will be verbally presented to the Contractor at the conclusion of any review, audit and/or inspection. Contractor shall immediately comply with such recommendations and shall, within 48 hours, provide written notification by certified mail, with return receipt requested, to the Lexington-Fayette Urban County Government, of the action(s) taken to come into compliance with provisions of the Contract.

3.8.10 Contractor understands and agrees that failure to comply with any or all of the provisions of the Contract shall constitute an event of default of the Contract. The default shall exist at the time of the failure to comply with the provisions of the Contract, whether or not either party has notice. The Lexington-Fayette Urban County Government, in addition to other legal remedies available, may, at the Urban County Government's discretion, elect to impose any single

remedy or penalty, or combination of remedies and penalties as specified elsewhere in the Contract.

3.8.11 In the event that provisions set forth in this section (3.11) conflict with any other provisions set forth elsewhere in these specifications, it is agreed by all parties that the provision which is more strictly in favor of the Lexington-Fayette Urban County Government shall be the binding provision.

3.9 Contractor shall respond, under normal traffic conditions, to any request made by the Division of Facilities and Fleet Management and/or other LFUCG Division for towing services within thirty (30) minutes after such request is made.

#### **4.0 Notes**

4.1 Time is of the essence of this Contract. All equipment, facilities, bonding and insurance coverage described herein shall be available and ready for operation at the time the Proposal is accepted by the Urban County Council.

##### **4.2 Reports by Contractor**

The apparent low Proposer shall furnish to the Urban County Government Division of Risk Management the following documents:

4.2.1 Five-year history of all insurance losses, paid or unpaid, of the Proposer on all types of claims.

4.2.2 List of all equipment to be used in performing the requirements of the Contract.

4.2.3 Copies of bond and Certificate(s) of Insurance as required elsewhere in these specifications.

4.3 Any party, firm or individual submitting a proposal pursuant to this invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the term of this Contract.

4.4 The term of this contract shall be for 1 year from the date of acceptance of a proposal by the Urban County Council. The contract may be renewed for an additional term of 1 year at the same terms and conditions, provided that



both parties agree to such renewal, in writing prior to the expiration of the original contract term.

4.5 The Lexington-Fayette Urban County Government shall award a contract to provide the services specified herein to the responsible proposer who submits the best proposal responsive to the requirements, terms and conditions set forth herein.

4.6 Proposer shall attach the following lists to his/her proposal.

4.6.1 List of equipment available that meets or exceeds requirements specified herein.

4.6.2 A list of subcontractors that will be used to meet requirements specified herein.

4.7 The Lexington-Fayette Urban County Government reserves the right to approve any and all subcontractors. Subcontractors shall not be used without the approval of the Urban County Government.

4.8 The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Urban County Government to be in its best interest.

4.9 Proposer shall provide all information requested below for towing vehicles owned by the Lexington-Fayette Urban County Government:

**I. Light Equipment Towing within Fayette County**

A. Automobiles and Pickups

\$ 50 each

B. Half Ton & Three Quarter Ton Vans

\$ 50 each

C. One Ton Vans and Trucks

\$ 65

D. Emergency Medical Units & Paddy Wagons

\$ 85 each

E. Rate per Hour for wrecker service other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 55 per hour

**II. Light Equipment Towing from Kentucky Counties contiguous to Fayette County**

A. Automobiles and Pickups

\$ 120 each

B. Half Ton & Three Quarter Ton Vans

\$ 120 each

C. One Ton Vans and Trucks

\$ 120 each

D. Rate per Hour for wrecker service other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 55 per hour

II. Light Equipment Towing from Kentucky Counties non-contiguous to Fayette County and including Out Of State

A. Automobiles and Pickups

\$ 58 + \$3 per loaded mile each

B. Half Ton & Three Quarter Ton Vans

\$ 58 + \$3 per loaded mile each

C. One Ton Vans and Trucks

\$ 58 + \$3 per loaded mile each

D. Rate per Hour for wrecker service other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 55 per hour

III. Heavy Equipment Towing Within Fayette County

A. Single Axle Dump Trucks

\$ 150 each

B. Tandem Axle Dump Trucks

\$ 150 each

C. Front, Side & Rear Loading Refuse Trucks

\$ 200 each

D. Fire Trucks

1. 12,000 - 20,000 GVW

\$ 150 each

2. 21,000 - 30,000 GVW

\$ 175 each

3. 31,000 - 50,000 GVW

\$ 200- each

4. 51,000 GVW and above

\$ 200- each

E. Rate per Hour for wrecker service other than towing; for example, disconnect drive shaft in order to tow, cleaning up broken glass after accident

\$ 175- per hour (minimum 1 hour)

F. Rate for hauling large vehicles via trailer or truck which cannot be towed otherwise

\$ 150- each

4.10 Proposer shall provide all information requested below for other non-towing services required by vehicles owned by the Lexington-Fayette Urban County Government:

4.10.1 Light Equipment Service Calls Within Fayette County

A. Inflate tire

\$ 40- each

B. Change tire (vehicle with spare tire)

\$ 40- each

C. Jump start

\$ 40 each

D. Other service calls (unlock locked vehicle, etc.)

No charge for lockouts  
\$ 40 for "bypass" services each

4.10.2 Light Equipment Service Calls from Kentucky

**Counties contiguous to Fayette County**

A. Inflate tire

\$ 100- each

B. Change tire (vehicle with spare tire)

\$ 100- each

C. Jump start

\$ 100- each

D. Other service calls (unlock locked  
vehicle, etc.)

\$ 100- each

**No charges other than those requested herein shall be considered or accepted.**

**5.0 Exception Section**

**Exception form below shall be used for noting any exception taken with any specification within the bid. Bidder shall indicate the specification number that an exception is being taken and describe the exception.**

Specification  
number

Exception Noted

Specification number	Exception Noted
4.9II	outside Contiguous Counties — A, B, C - additional loaded mileage
4.9III	Heavy Equipment Towing within Fayette County — E 1 hour minimum
4.10.2	Light Equipment Service Calls in Fayette County D - \$40 - For "other" services except No charge for lockouts

BLUEGRASS TOWING, INC.  
1001 MANCHESTER STREET  
LEXINGTON, KY 40508

RE: INVITATION TO BID #146-2012  
TOWING OF LFUCG OWNED VEHICLES

SUBCONTRACTOR TO BE ADDED TO BLUEGRASS TOWING, INC.  
ROBERTS HEAVY DUTY TOWING, INC.  
PO BOX 12347  
LEXINGTON, KY 40582  
859-699-5588

**BLUEGRASS TOWING, INC.  
EQUIPMENT LISTING AND SPECIFICATIONS  
AS OF SEPTEMBER 28, 2012**

<u>SPECIFICATIONS</u>	<u>VEHICLE ID NUMBER</u>	<u>LIC.NO.</u>	<u>TITLE NO.</u>
<b><u>LIGHT&amp;MEDIUM DUTY EQUIPMENT</u></b>			
UNIT #2 1995 CATERPILLAR FORK LIFT DPL40 W/EAGLE CLAW ATTACHMENT			
UNIT #11 2003 NISSAN UD WHEELIFT & TWINLINE RECOVERY BOOM	JNAUZU1J93A454004	165326	02770340130
UNIT #12 2008 FORD F350 SELF LOADER & WRECKER	1FDWF36RX8ED73315	179569	081910340207
UNIT #14 2006 FORD F350 SELF LOADER & WRECKER	1FDWF36P56EA13042	179697	052550090019
UNIT #15 2003 FORD SUPERDUTY W/JERR-DAN HPL 1000 WHEELIFT & TWINLINE RECOVERY BOOM	1FDWF36F93EB18136	165327	030940340008
UNIT #16 2004 FORD F-350 W/VULCAN 882 WHEELIFT & TWINLINE RECOVERY BOOM	1FDWF36PX4EA33753	165328	040480340382
UNIT#17 2006 FORD F-350 SELF LOADER & WRECKER	1FDWF36P46EB79553	177223	070920090051
UNIT #19 2006 FORD F450 JERR-DAN SELF LOADER & WRECKER	1FDXF46P46ED11298	292311	110340340298
UNIT#20 2006 FORD F-450 JERR-DAN SELF LOADER & WRECKER	1FDXF46P36EB27776	292310	110340340292
UNIT#22 2006 NISSAN UD 2000E VULCAN 892 WHEELIFT & TWINLINE RECOVERY BOOM	JNAMB80H66AH55047	518848	102670340051
UNIT #24 2006 FORD F-650 W/VULCAN STEEL ROLLBACK W/INDEPENDENT WHEELIFT	3FRWX65GX6V301151	209978	062890340177
UNIT #25 2006 FORD F-750 W/JERDAN 280/110 INT 14 TONWHEELIFT W/FRAME FORK ATTACHMENTS & TWINLINE RECOVERY BOOM	3FRXF75UX6V353320	221725	090920340323
UNIT #26 2012 HINO FD HINO CABI 21' CENTURY STEEL DECK W/INDEPENDENT WHEEL LIFT	5PVNE8JN8C4550129	548683	112710340314



PAGE TWO

UNIT #31  
2005 NISSAN UD  
STEEL ROLLBACK W/INDEPENDENT  
WHEELIFT JNAMB80H55AH50114 197152 050760340237

UNIT #33  
2008 INTERNATIONAL DURASTAR  
VULCAN 21' STEEL ROLLBACK DECK  
W/INDEPENDENT WHEELIFT 1HTJUSKMX8J688573 532684 111640340510

UNIT #37  
2007 NISSAN UD W/VULCAN 21FT  
STEEL ROLLBACK DECK W/INDEPENDENT  
WHEELIFT JNAMB80H47AH60197 518252 101720340262

UNIT 38  
2007 NISSAN UD 2300 W/VULCAN 821 21 FT  
STEEL ROLLBACK DECK W/INDEPENDENT  
WHEELIFT JNALC80HX7AN60155 197621 072640340188

UNIT 39  
2007 NISSAN UD 2000 W/VJERDAN 21FT  
STEEL ROLLBACK DECK W/INDEPENDENT  
WHEELIFT JNAMB80H67AH60332 299820 090070340042

HEAVY DUTY EQUIPMENT

UNIT#50  
2007 KENWORTH 50 TON JERDAN 1NKDXBTX77J193123 A20927 102910340272

UNIT#70  
1994 FREIGHTLINER TANDEM AXLE  
ROLLBACK W/27FT KILAR STEEL DECK 1FV7F0Y94RH579027 9JB433 941860340425

UNIT #71  
2000 WESTERN STAR  
HEAVY DUTY TRACTOR 2WKLDDCJXYK961164 9NZ38 072050340385

UNIT #75  
2000 FREIGHTLINER CONVENTIONAL  
TRACTOR 1FUPFDYB4YLB96086 9MT224 000810340557

UNIT #78  
2005 FREIGHTLINER  
TRACTOR 1FUJA8CVXS5DU99460 9NN765 052090340375

TRAILERS

UNIT 94  
2012 TV LANDOLL 1LH440UH5C1018755 47294T 113220340361

UNIT #95  
1984 GREAT DANE FLATBED 6P45 TRAILER 1GRDM9021EJ486806 020238 001250340231

UNIT #96  
2006 16' CARGO TRAILER 4YMCL16216G039390 020240 061730340300

UNIT #97  
2000 FONTAINE LOWBOY TRUCK TRAILER 13NE49404Y3594560 020241 061730340301

UNIT #98  
2005 LANDOLL TANDEM AXLE TRAILER 1LH930UH651A14616 020242 053540340301

## ROBERTS HEAVY DUTY TOWING

UNIT #	YEAR	MAKE/MODEL	VIN #
RT12	1996	WESTERN STAR TRACTOR	2WKPDCXH6TK943806
RT15	2004	TRAIL KING TRAILER	1TKJ053384B105086
RT18	2009	WESTERN STAR 4900 EX TT	5KJJABAV79PAB0859
RT21	2010	PETERBILT WRECKER	1NPWX4EX4AD793731
RT22	2010	PETERBILT 3500 TT	2NPLHM7X3AM798443
RT24	2011	INTERNATIONAL LONESTAR WRECKER	1HTCXAPR4BJ282470
RT25	2011	LANDOLL TRAILER	1LH440WHXB1018083
RT26	2011	KENWORTH W900L	1XKWP4TX2BJ292337
RT28	2000	PETERBILT 378 WRECKER	1XP5D69X2YN525314
RT29	2011	KENWORTH T800 WRECKER	1NKDX4TX3BJ247389
RT35	2012	LANDOLL TRAILER	1LH855WJ2C1C18698
RT37	1995	PETERBILT WRECKER 370	1XP5DB9X2SN391999
RT38	2012	PETERBILT WRECKER	1NPWL49X4CD147128

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
09/28/2012

**PRODUCER**  
Mutual Underwriters Ins.  
1404 Browns Lane  
  
Louisville KY 40207-

**INSURED**  
Bluegrass Towing Service, Inc.  
1001 Manchester Street  
Lexington, KY 40508-2421

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

INSURER A: **EMC Insurance Companies 21415**

INSURER B: **KESA**

INSURER C: **Arlington Roe**

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Garage Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3A66986	01/14/2012	01/14/2013	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3A66986	01/14/2012	01/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> <b>Garagekeepers</b>	3A66986 up to \$300,000	01/14/2012	01/14/2013	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC100-0008971	01/15/2012	01/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>OTHER</b> On Hook Cargo	3A66986	01/14/2012	01/14/2013	\$300,000 Limit Ded \$500/ \$2,500 max

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Fax# 859-252-7789 COMPANY A - POLICY CONTINUOUS UNTIL CANCELLED. RE: Lexington-Fayette Urban County Government, its' Agents, Employees and Elected Officials as their interests may appear.

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER: _____	<b>CANCELLATION</b>
Lexington Fayette -Urban County 200 Main Street 3rd floor Lexington KY 40507-		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <i>Curry W Ball m</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>AUSTIN INSURANCE</b> 2109 Broadway Paducah, KY 42001	CONTACT NAME:		
	PHONE (A/C, No, Ext): (270) 444-6818	FAX (A/C, No): (270) 444-6809	
	E-MAIL ADDRESS: austin_ins@hotmail.com		
	PRODUCER CUSTOMER ID #:		
INSURED <b>ROBERTS HEAVY DUTY TOWING, INC.</b>  P.O. BOX 12347 LEXINGTON, KY 40582 859-699-5588	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Nova Casualty Company		42552
	INSURER B: KENTUCKY AGC		
	INSURER C: American Alternative Insurance Corp.		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TIP-CL-0010829-1	08/30/12	08/30/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TIP-CL-0010829-1	08/30/12	08/30/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE			60A2UB000382601	8/30/12	8/30/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	19382-0	01/01/12	01/01/13	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	ON HOOK/CARGO			TIP-CL-0010829-1	08/30/12	08/30/13	LIMIT \$250,000
A	GARAGEKEEPERS			TIP-CL-0010829-1	08/30/12	08/30/13	LIMIT \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**BLUEGRASS TOWING IS LISTED AS ADDITIONAL INSURED REGARDING GENERAL LIABILITY & AUTO LIABILITY COVERAGES FOR OPERATIONS IN LEXINGTON, FAYETTE, IRVIN COUNTY GOVERNMENT. \*CANCELS & SUPERSEDES ANY PREVIOUSLY ISSUED CERTIFICATE OF INSURANCE\***

CERTIFICATE HOLDER <b>BLUEGRASS TOWING</b> 1001 Manchester St. Lexington, KY 40508 FAX: 859-252-7789	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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