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BID SUBMITTAL  
BY  
**RED RIVER RANCH, LLC**

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
HALEY PIKE COMPOST PAD SECTION  
REPLACEMENT  
**BID # 120-2015**

GLENN M. SALYER, MANAGER

RED RIVER RANCH, LLC / 1499 MAPLE STREET / STANTON, KY 40380

P: 606-663-9625 / F: 606-663-9653 / EMAIL: [RRINCADMIN@BELLSOUTH.NET](mailto:RRINCADMIN@BELLSOUTH.NET)

SEPTEMBER 11, 2015

**PART III**

**FORM OF PROPOSAL**

**INDEX**

1.	FORM OF PROPOSAL .....	P-2
2.	LEGAL STATUS OF BIDDER.....	P-4
3	BIDDERS AFFIDAVIT .....	P-5
4.	BID SCHEDULE – SCHEDULE OF VALUES .....	P-9
5.	STATEMENT OF BIDDER'S QUALIFICATIONS .....	P-12
6.	LIST OF PROPOSED SUBCONTRACTORS .....	P-13
7.	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWD BE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS .....	P-25
8.	AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST.....	P-26
9.	STATEMENT OF EXPERIENCE.....	P-28
10.	EQUAL OPPORTUNITY AGREEMENT.....	P-31
11.	EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY .....	P-32
12.	WORKFORCE ANALYSIS .....	P-33
13.	EVIDENCE OF INSURABILITY .....	P-34
14.	DEBARRED FIRMS.....	P-38
15.	DEBARRED CERTIFICATION .....	P-35
ADDED		
16.	ADDENDUM # 1	
17.	AFFIRMATIVE ACTION PLAN	
18.	EXHIBIT # 1	
19.	BOND	

**PART III**

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**Invitation to Bid No. 120-2015**

**Haley Pike Compost Pad Replacement – Phase 2**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: September 8, 2015

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

This Proposal Submitted by Red River Ranch, LLC

1499 Maple Street Stanton, KY 40380

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Red River Ranch, LLC  
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 **Haley Pike Compost Pad Replacement – Phase 2** 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 \$200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 09-04-15

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 Red River Ranch, LLC

Date September 8, 2015

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Glenn M. Salyer, bearing the official title of Manager, 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)

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

n/a  
\_\_\_\_\_  
\_\_\_\_\_

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

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Glenn M. Salyer, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Glenn M. Salyer and he/she is the individual submitting the bid or is the authorized representative of Red River Ranch, 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 Powell

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Glenn M. Salyer on this the 8th day of September, 2015.

My Commission expires: 08/06/16

  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE AT LARGE



**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.

No.	Item	Unit	Approx. Quantity	Unit Price	Total Item Amount
1	Mobilization (Max. 2% of Total Bid)	LS	1	\$ 10,000.00	\$ 10,000.00
2	General Conditions (Max. 2% of Total Bid)	LS	1	\$ 9,000.00	\$ 9,000.00
3	Demobilization (Min. 1% of Total Bid)	LS	1	\$ 7,500.00	\$ 7,500.00
4	Surveying and Construction Staking	LS	1	\$ 5,400.00	\$ 5,400.00
5	Storm Water Pollution Prevention and Erosion Control	LS	1	\$ 5,700.00	\$ 5,700.00
6	Demolition and Removal of Ex. Compost Pad	Tons	5,308	\$ 15.09	\$ 80,097.72
7	Excavation (Undercutting)	CY	5,736	\$ 5.46	\$ 31,318.56
8	Compacted Fill Material	CY	5,019	\$ 5.76	\$ 28,909.44
9	4" Perforated Pipe	LF	845	\$ 15.73	\$ 13,291.85
10	No. 57 Stone	Tons	52	\$ 25.00	\$ 1,300.00
11	Dense Graded Aggregate (DGA)	Tons	2,875	\$ 10.00	\$ 28,750.00
12	Concrete	CY	1,950	\$ 267.74	\$522,093.00

TOTAL OF ALL BID PRICES FOR Haley Pike Compost Pad Replacement – Phase 2 Project (Items 1 through 12) in words and figures. In case of discrepancy, the amount shown in words will govern.

Seven hundred forty-three thousand, three hundred sixty dollars and fifty seven cents-----

(\$ 743,360.57 ).





Submitted by:

Red River Ranch, LLC

Firm

1499 Maple Street

Address

Stanton, KY 40380

City, State & Zip

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

  
Signature of Authorized Company Representative – Title

Glenn M. Salyer

Representative/s Name (Typed or Printed)

(606) 663-9625

Area Code – Phone – Extension

(606) 663-9653

Fax #

rrrincadmin@bellsouth.net

E-Mail Address

**OFFICIAL ADDRESS:**

Red River Ranch, LLC

1499 Maple St

Stanton, KY 40380

\_\_\_\_\_  
(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:

- 1. Name of Bidder: Red River Ranch, LLC
- 2. Permanent Place of Business: Stanton, KY
- 3. When Organized: 1998
- 4. Where Incorporated: 1998
- 5. Construction Plant and Equipment Available for this Project:  
See attached "Exhibit #1"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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:

\*\* See attached BOND \_\_\_\_\_(Surety)

Signed: \_\_\_\_\_(Representative of Surety)

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>CONTRACT SUM</u>
LFUCG w/ Jason Tate Haley Pike Compost Pad	Lexington, KY	\$702,100.00
Cynthiana Airport	Cynthiana, KY	\$583,400.00
Hanson Brick Concrete Paving Parking Lot & Storage Area	Stanton, KY	\$863,401.00

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>

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>
James Faulkner	Project Foreman	14
Melvin Atkinson	Senior Equipment Operator	4
Blake Elliot	Equipment Operator	2
Scotty Bishop	Superintendent	3
Scott Ferguson	Sr Project Manager	10

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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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).

**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.

<b><u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u></b> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<b><u>SUBCONTRACTOR</u></b>	<b><u>DBE Yes/No</u></b>	<b><u>% of Work</u></b>
1. <u>Hauling stone, supplying stone &amp; General Excavating</u>	Name: <u>G &amp; G Paving and Construction, INC</u>	<u>yes</u>	<u>12%</u>
	Address: <u>PO Box 35, Lexington, KY 40588</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.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. 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 to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package



- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms 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.
- m. Included documentation of quotations received from interested MWDBE firms 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.
- n. 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women's Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner's Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 120-2015

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. G & G Paving & Construction, LLC PO Box 35 Lexington, KY 40588 859-229-7023	Hauling stone, Supplying stone, General Excavating	\$78,000.00	12%
2.			
3.			
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.

Red River Ranch, LLC  
Company

September 10, 2015  
Date

Glenn M. Salyer  
Company Representative

Manager  
Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 120-2015**

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

<b>MWDBE Company Address</b>	<b>Contact Person</b>	<b>Contact Information (work phone, Email, cell)</b>	<b>Date Contacted</b>	<b>Services to be performed</b>	<b>Method of Communication (email, phone meeting, ad, event etc)</b>	<b>Total dollars \$\$ Do Not Leave Blank (Attach Documentation)</b>	<b>MBE * AA HA AS NA Female</b>

**(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.

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 120-2015

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 business enterprises on the project and can supply the appropriate documentation.

- 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 to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- 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.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

- Negotiated in good faith with interested MWDBE firms 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.
- Included documentation of quotations received from interested MWDBE firms 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.
- 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- Made efforts to expand the search for MWDBE firms 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 participation.

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. Documentation of Good Faith Efforts are to 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.

Red River Ranch, LLC  
**Company**  
Sept 10, 2015  
**Date**

Glenn M. Salyer  
**Company Representative**  
Manager  
**Title**

**8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-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 \_\_\_\_\_ 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.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: James Faulkner

POSITION/TITLE: Project Foreman

STATEMENT OF EXPERIENCE: 25 years of experience, almost entirely

with Red River Ranch. Proficiency in equipment operation, surveying, GPS grading, concrete construction, demolition, and project supervision. James has extensive project experience with the LFUCG at the Gainsway Pond dewatering and cleanout, the Avon Compost pad construction in 2006 as well as the Avon Compost Pad extension and and pump install project in 2012. James will be the primary Red River Ranch contact onsite.

NAME OF INDIVIDUAL: Melvin Atkinson

POSITION/TITLE: Senior Equipment Operator

STATEMENT OF EXPERIENCE: 45 years of heavy equipment experience

including all tracked and wheeled machines. Melvin has been the compost pad operator for four years at the Avon pad. His past experiences include pipeline construction, demolition, and concrete construction.

NAME OF INDIVIDUAL: Blake Elliot

POSITION/TITLE: Equipment Operator

STATEMENT OF EXPERIENCE: 28 years of equipment operator experience

for two companies specializing in concrete construction. Blake has been with RRR for two years working at the Avon Compost Pad.

NAME OF INDIVIDUAL: Scotty Bishop

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: 28 years of construction experience

specializing in large soil grading and compaction projects.  
Scotty presently works in conjunction with James on our mass soil  
removal and construction projects in supervision and materials  
acquisition.

NAME OF INDIVIDUAL: Scott Ferguson

POSITION/TITLE: Sr Project Manager

STATEMENT OF EXPERIENCE: 35 years of project manager experience

and 10 years of construction management. Scott has managed every  
project that Red River Ranch has been involved with LFUCG in the  
past 10 years including the concrete pad at Avon in 2006 and the  
past bids on the new replacement sections.

NAME OF INDIVIDUAL: Michelle Hensley

POSITION/TITLE: HR / Program Admin / Office Management

STATEMENT OF EXPERIENCE: 19 years experience of HR experience

Michelle has been with Red River Ranch for 13 years working in  
all aspects of HR, company permitting, licensing, along with  
customer service. Program Administrator, for the affirmative  
action and office administrator.

\* 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:

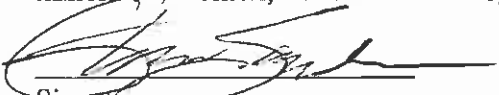
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

Red River Ranch, LLC  
Name of Business

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 Red River Ranch, 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: Red River Ranch, LLC Date: 09 / 10 / 2015

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1	1						1	
Professionals	1	1						1	
Superintendents	2	2						2	
Supervisors	2	2						2	
Foremen	2	2						2	
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	6	2	4					2	4
Skilled Craft	45	44		1				45	
Service/Maintenance	19	5		1		13		19	
<b>Total:</b>	<b>78</b>	<b>59</b>	<b>4</b>	<b>2</b>	<b>13</b>	<b>13</b>	<b>4</b>	<b>74</b>	<b>4</b>

Prepared By: *Mitchell Hendry*

**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: Red River Ranch, LLC Employee ID: 20-2078653  
 Address: 1499 Maple St Stanton, KY 40380 Phone: 606-663-9625

Project to be insured: Haley Pike Compost Pad Replacement - Phase 2 #120-2015

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	\$			
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w /endorsement as noted	\$			

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.

Agency or Brokerage \_\_\_\_\_ Name of Authorized Representative \_\_\_\_\_  
 Street Address \_\_\_\_\_ Title \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ 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.**

See attached completed form: by insurance agent

13. EVIDENCE OF INSURABILITY (Page 2)

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

Names Insured: Red River Ranch, LLC Employee ID: 20-2078653  
 Address: 1499 Maple St Stanton, KY 40380 Phone: 606-663-9625

Project to be insured: Hailey Pike Compost Pad Replacement - Phase 2 #120-2015

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 occ 2,000,000 agg	Motorists	000652	A (Excellent)
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ	\$1,000,000 per occ	Motorists	"	"
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$4,000,000	AGC/SIF	055002	A- (Stable)

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.

Agency or Brokerage: Umbrella  
Carroll & Stone Insurance Services  
 4384 Clearwater Way, Suite 200  
 Lexington KY 40515  
 (859) 269-1044  
 City State Zip  
 Telephone Number

Name of Authorized Representative: Stephen E. Carroll  
 Title: Managing Broker  
 Authorized Signature: [Signature]  
 Date: 9/10/2015

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:** Haley Pike Compost Pad Replacement - Phase 2

**BID NUMBER:** 120-2015

**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 Red River Ranch, 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.

Red River Ranch, LLC  
Name of Firm Submitting Bid

  
Signature of Authorized Official

Manager  
Title

Sept 10, 2015  
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: TERRONE GATESKILL GTG Paving  
*Haley Pike*

Project: AVON Compost Pad Replacement - Phase II

Printed Name and Title of Authorized Representative: TERRONE GATESKILL VP.

Signature: TERRONE GATESKILL VP.

Date: 9/11/15

END OF SECTION

**ADDENDUM #1**







Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: #120-2015

Date: September 4, 2015

Subject: Haley Pike Compost Pad Replacement – Phase 2

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following clarifications to the above referenced Bid:

Pre-Bid Meeting Summary

Pre-Bid Meeting Sign-in Sheet

Form of Proposal

Questions and Answers

Specification Clarifications

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Red River Ranch, LLC

ADDRESS: 1499 Maple St Stanton, KY 40380

SIGNATURE OF BIDDER: 



**AFFIRMATIVE ACTION PLAN  
FOR  
RED RIVER RANCH, LLC**



# **AFFIRMATIVE ACTION PLAN**

## **FOR**

### **RED RIVER RANCH, LLC**

To comply with the requirements of the Kentucky EEO Act, KRS 45.600(3), Red River Ranch, LLC will take the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.
2. A complete up-to-date record of employees classified by race, sex and job classification will be maintained and reports will be submitted to the office of equal employment Opportunity and Contract Compliance.
3. All employees will be advised at the time of employment that Red River Ranch, LLC is an equal opportunity/affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.
4. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer M/F/D." Said clause will be printed on all correspondence and notices relating to employment.
5. A company policy statement outlining Red River Ranch, LLC's commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our facility
6. The company has appointed Michelle Hensley, Program Administrator, to serve as the equal employment opportunity/affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.
7. The name, address and telephone number of the EEO/AA officer will be posted in conspicuous places throughout the facility. The officer will be responsible for the following:
  - a. Implementing all phases of the affirmative action plan;
  - b. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;
  - c. Conducting periodic audits of employment practices to ensure non-discrimination;
  - d. Periodically instructing all supervisory personnel about equal employment opportunity/affirmative action non-discrimination responsibilities;



- e. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;
- f. Semi-annual reviews with all supervisory personnel to ensure that the EEO/AA program is being implemented at all levels;
- g. Notifying all minority recruitment sources in writing that this company is an equal employment opportunity/affirmative action employer and notification to same of job openings;
- h. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;
- i. Maintaining all facilities and activities on a non-discriminatory basis;
- j. Maintaining applicant flow data with the title of job, referral source, sex race, and final action with reasons for any rejections; and
- k. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area;
  - i. The minority population of the labor area surrounding the facility;
  - ii. The size of the minority unemployment forces in the area surrounding the facility;
  - iii. The percentage of the minority workforce as compared with the total workforce in the area;
  - iv. The availability of minorities having requisite skills in the immediate labor area;
  - v. The availability of minorities having requisite skills in the reasonable recruitment area;
  - vi. The availability of promotable and transferable minority employees in the company.
  - vii. The existence of institutions capable of training persons in the requisite skills; and
  - viii. The degree of training the company is reasonable able to undertake as a means of making all job classes available to minorities



Signature of Company Official

Manager  
Title

September 3, 2015  
Date





**EXHIBIT # 1**



Equipment List

Manufacturer	Description	Serial Number
Air Curtain Burner (Portable-Custombuilt)	Poratable Custombuilt Air Curtain Burner	~
Astec Mobile Screen - PSP 2618VM plant	PSP 2618VM Mobile Screen Plant	143875
Astec Mobile Screen	Mobile Screens	2618VMH83117
ASV Rubber Track Skid Loader/RC-100	Track Skid Steer Loader	RSD01233
Backhoe Fork Attachment	Attachment - Backhoe Forklift	RCW14091
Bobcat - LT203	LT203	706201099
Bobcat - Trencher LT313	Trencher LT313	045404497
Bobcat - Trencher LT313	Trencher LT313	045406935
Bunten BHT-16BTV Walk-behind Mower	Mower BHT/16BTV	ABHT66018
Bush Hog - Rotary Mower	2315 Bush Hog Rotary Mower	12-00232
CA25 Roller	Smooth/Pad	346323
Caterpillar - 236 Skid Steer	Skid Steer	~
Caterpillar - 305.5 12" Bucket	Attachment - Bucket/Excavator (1238)	RCW21532
Caterpillar - 305.5 24" Bucket	Attachment - Bucket/Excavator (1238)	RCW21529
Caterpillar - 305.5 DCRL	Mini Hydraulic Excavator	FLZ01238
Caterpillar - 305.5 Hydraulic Thumb	Attachment - Thumb/Excavator (1238)	07JW16167
Caterpillar - 316EL	Excavator	CAT0316EKDZW01443
Caterpillar - 320EL	Excavator	CAT0320EVWBK02725
Caterpillar - 321D LCR	Loader	CAT0321DCMPG01030
Caterpillar - 324EL	Hydraulic Excavator	PNW1544
Caterpillar - 324EL	Hydraulic Excavator	CAT0324EENW1196
Caterpillar - 324EL Excavator w/48" bucket	Excavator	CAT0324EAPNW01078
Caterpillar - 324EL Excavator w/48" bucket	Excavator	CAT0324ELPNW01082
Caterpillar - 325B - Grapple	Attachment - Grapple	~
Caterpillar - 325CL Excavator	Excavator	BFE00954
Caterpillar - 330DL	Excavator	6DR08612
Caterpillar - 330DL Excavator	Excavator	MWP01892
Caterpillar - 336EL	Excavator	CAT0336EAFJH01757
Caterpillar - 336EL	Excavator	CAT0336EHFJH01647
Caterpillar - 345BL Excavator	Excavator	4SS01175
Caterpillar - 349 Excavator w/72" bucket	Excavator	
Caterpillar - 349 Excavator w/72" bucket	Excavator	
Caterpillar - 349E	Excavator	CAT0349EVTFG01012
Caterpillar - 416C Backhoe/Loader	Backhoe/Loader	1WR10214
Caterpillar - 525 Skid Steer	Skid Steer	~
Caterpillar - 730 Articulated Truck	Articulated Truck	AGF00917
Caterpillar - 740	Articulated Truck	CAT0740BET4R02305
Caterpillar - 740	Articulated Truck	CAT0740BCT4R02306
Caterpillar - 740B	Articulated Truck	CAT0740BCT4R03012
Caterpillar - 740B	Articulated Truck	CAT0740BAT4R02378
Caterpillar - 740B	Articulated Truck	CAT0740BET4R02109
Caterpillar - 740B	Articulated Truck	CAT0740BJT4R02120
Caterpillar - 740B	Articulated Truck	CAT0740BCT4R02121



Equipment List

Manufacturer	Description	Serial Number
Caterpillar - 740B	Articulated Truck	CAT0740BLT4R02110
Caterpillar - 740B	Articulated Truck	CAT0740BLT4R02740
Caterpillar - 740B	Articulated Truck	CAT0740BHT4R02741
Caterpillar - 740B	Articulated Truck	CAT0740BLT4R03001
Caterpillar - 740B	Articulated Truck	CAT0740BKT4R03007
Caterpillar - 740B	Articulated Truck	CAT0740BTT4R03005
Caterpillar - 740B	Articulated Truck	CAT0740BVT4R2489
Caterpillar - 740B	Articulated Truck	CAT0740BJT4R2490
Caterpillar - 740B	Articulated Truck	CAT0740BHT4R02707
Caterpillar - 740B	Articulated Truck	CAT0740BJT4R02666
Caterpillar - 740B	Articulated Truck	CAT0740BPT4R03000
Caterpillar - 740B	Articulated Truck	CAT0740BJT4R03011
Caterpillar - 740B	Articulated Truck	CAT0740BHT4R02111
Caterpillar - 740B	Articulated Truck	CAT0740BET4R02112
Caterpillar - 740B	Articulated Truck	CAT0740BCT4R01664
Caterpillar - 740B	Articulated Truck	CAT0740BJT4R01663
Caterpillar - 815F	Compactor	BYN00366
Caterpillar - 815F II	Compactor	BYN00437
Caterpillar - 902	Wheel Loader	7ES00450
Caterpillar - 924G	Wheel Loader	9SW00872
Caterpillar - 924G	Wheel Loader	9SW01037
Caterpillar - 938GII	Wheel Loader	CAT0938GJCRD01235
Caterpillar - 950G	Wheel Loader	3JW01575
Caterpillar - 963	Track Loader	21Z04207
Caterpillar - 963	Track Loader	1061
Caterpillar - 963B	TrackLoader	21Z04061
Caterpillar - 963C	Trackloader	2DS00717
Caterpillar - 963C	Trackloader	963-21204448
Caterpillar - 966G	Wheel Loader	3ZS00734
Caterpillar - 966G	Wheel Loader	3ZS00736
Caterpillar - 966H	Wheel Loader	CAT0966HJA6D00632
Caterpillar - 966H	Wheel Loader	CAT0966HAA6D00635
Caterpillar - 973C	Loader	S9N03332
Caterpillar - 973C	TrackLoader	CAT0973CPBCP00301
Caterpillar - 980K	Wheel Loader	W7K00930
Caterpillar - 980K	Wheel Loader	W7K00931
Caterpillar - 980K	Wheel Loader	W7K00651
Caterpillar - 988H	Wheel Loader	CAT0988HCBXY05590
Caterpillar - Bucket	Attachment - Excavator (00458)	RCW21793
Caterpillar - D4B	Dozer	2YF00358
Caterpillar - D6 LGP Dozer w/Cab GPS ready	Dozer with Cab - GPS Ready	
Caterpillar - D6K	Crawler Dozer	CAT00D6KLWMR00390
Caterpillar - D6K	Crawler Dozer	CAT00D6KPDHA01030



Equipment List

Manufacturer	Description	Serial Number
Caterpillar - D6K - ARO Ready	Dozer	DHA1275
Caterpillar - D6K LGP	Dozer	0DHA00833
Caterpillar - D6K LGP	Dozer	RST00598
Caterpillar - D6K2	Dozer	CAT00D6KPWMR00459
Caterpillar - D6T	Dozer	GMK00387
Caterpillar - D6T XL	Dozer	LAY01152
Caterpillar - D6T XL - MS Ripper	Attachment - D6T XL	1FH006475
Caterpillar - D6T XL - MS Ripper	Attachment - D6T XL	n/a
Caterpillar - D8	Dozer	46A25377
Caterpillar - D8H	Dozer	
Caterpillar - D8T	Dozer	KPZ02411
Caterpillar - D8T	Crawler Tractor	CAT00D8THJ8B00457
Caterpillar - D9R	Dozer	07TL011157
Caterpillar - D9R	Dozer	5xD03674
Caterpillar - TH63	TeleHandler 63 (570)	5WM01170
Clark Forklift	Y101500378672	C500&155D
Clark Forklift (45)	Forklift 100D-SS-52B	CGP460G-0040-9472FB
Clark Forklift (46)	Forklift 100D-SS-52B	CMP230L-2078-6872KF
Clark Forklift 7975 lb GCX50 (43)	Forklift	GX710U-0239-9424FB
Clark Forklift 7975 lb GCX50 (44)	Forklift	GX710U-0237-9424FB
Conveyor	Conveyor	@ AWA
Dresser Roller	Roller	
Finlay - 790 Trommel Plant	790 Trommel	FST540238
Ford - F750 - Water Truck	Water Truck 2000 Gallon	3FRXF75E67V509492
Galion T500 Grader	Grader	T500A04049
Genie Lift - 2000 Genie Lift	Lift	S60-6253
Genie Lift - 5-60	Lift	S60-7541
Genie Lift - S-60 RS&G	Lift	AXX31056
Genie Lift - Z30/20 Electric	Lift	
Hyster Forklift	Forklift	
International - Water Truck	Water Truck (1997)	1HTSG0006VH416358
Isuzu Blower	Blower	
JLG Lift	JLG Lift	
John Deere - 410D Backhoe	Backhoe 410D	322993T
John Deere - 544A	Wheel Loader	
John Deere - 670B	Motor Grader	DW670BX520391
John Deere - 740 Loader	740 Loader	W00740Q008480
John Deere - 741 Loader	Loader	10660
John Deere - CT322	Skid Steer	B125536
Kamatsu - D65EX-15	Crawler Dozer	70356
Kawaski - 115Z V-2	Loader	11C5-5114
Kolberg Portable Stacking Conveyor	Portable Stacking Conveyor	112460S18371
Kolberg Portable Stacking Conveyor	Portable Stacking Conveyor	112460S18381





Equipment List

Manufacturer	Description	Serial Number
Kolberg Portable Stacking Conveyor	Portable Stacking Conveyor	112470S19843
Kolberg-Pioneer Conveyor	Conveyor/Section	119100
Kolberg-Pioneer Conveyor	Conveyor/Section	413548
Kolberg-Pioneer Conveyor	Conveyor/Section	413551
Kolberg-Pioneer Conveyor	Conveyor/Section	413552
Kolberg-Pioneer Conveyor	Conveyor/Section	413553
Kolberg-Pioneer Impactor	RS&G Crusher/Section (maybe)	413549
Komatsu - Wheel Loader	Wheel Loader	A71147
Labounty Concrete Pulverizer	Attachment - Concrete Pulverizer/330DL	CP80
Labounty Wood Shearer	Attachment - Wood Shearer/330DL	MWS80
MACK - DM690 (Water Truck)	Off Road Water Truck	~
Magnum Brush Cutter for ASV RC-100	Attachment - Cutter/ASV RC-100	
Major Backhoe Boom Attachment	Attachment - Backhoe Boom	n/a
Major Bucket Sweeper Attachment	Attachment - Backhoe Broom/2852	6381
MGL Stacking Conveyor	Stacking Conveyor	7436T004
Miller 400D DC Welding Generator	Welding Generator	LE349448
Mitsubishi	Forklift	Forklift
Mobile Alkota Cleaning System	Attachment for Excavators	
New Holland	1049 Stack Cruiser	2635
Pioneer - 2500 Portable Vertical Shaft Impactor	2500 Portable Vertical Shaft Impactor	25003VH76531
PMI - Post Driver - Tilt	Post Driver	1037250
PowerScreen - BL-Pegson XA400 Track Jaw	XA400 Mobile Track Jaw Crusher	400485FEXA
PowerScreen - Chieftain 1800 Track c/w vib g	1800 Chieftain Track Unit	12003547
PowerScreen - Commander (CCMN408)	Commander (CCMN408)	6702854
PowerScreen - Commander 1400	Screen Plant	PID00135JDGA20278
PowerScreen - MGL 7436 / M85 Track Conve	M85 Track Conveyor	74367004
PowerScreen - Turbo Chieftain 1400 Screenp	1400 Screen Plant	6611953
Samsung - SE280LC-2	SE280IC-2 EXC (Long Boom)	HBV2238
Scag - STT61V-29DFI-SS Mower	Mower	D7701023
Scissor Lift	Mortons Scissor Lift	172595
Scissor Lift	Mortons Scissor Lift	218550
Scissor Lift	Mortons Scissor Lift	078219
Scissor Lift	Mortons Scissor Lift	158361
Scissor Lift	Mortons Scissor Lift	136457
Stacking Conveyor - 100 ft	Conveyor	61201
Stacking Conveyor - 70 ft	Conveyor	36475
Stacking Conveyor M-85	Stacking Conveyor	6103078
Stacking Conveyor M-85	Stacking Conveyor	68044213
Stacking Conveyor M-85	Stacking Conveyor	
Stacking Conveyor Radial Stacker - M100	M100 Conveyor	4200200
Sweepsters Bobcat Broom	Attachment - Broom/HG60PGEHL	9604018
Sweepsters Bobcat Broom	Broom Attachment HG60PGEHL	177448
Taylor TE250S Forklift	Forklift	S-H2-22212



Equipment List

Manufacturer	Description	Serial Number
Terex PowerScreen Crusher	Crusher	PID320SRJ0MD97582
Terex PowerScreen Trakpactor 428	Mobile Track Crushing Plant	280102BA
Terex-BL-Pegson 428 Trakpactor Impact Crus	Trakpactor Impact Crusher	QMO280120BA
Terex-Pegson 1000 Maxtrack Cone Crusher	Maxtrack Cone Crusher	100789FK
Terex-Pegson 428 Trakpactor	Tracked Impactor Crusher	280185CK
Terex-PowerScreen - Chieftain 1400	Chieftain 1400 Screener	PID00066CDGD16197
Terex-PowerScreen - Chieftain 1400	Chieftain 1400 Screener	PID00066KDGD16155
Terex-PowerScreen - Chieftain 1700	Chieftain 1700 3-deck Mobile Track Scree	PID00129VDGC75455
Terex-PowerScreen - Premiertrak 400	Jaw Crusher	PIDPT400VOMDB7805
Terex-PowerScreen - Premiertrak 400	Jaw Crusher	PIDPT400COMDA7654
Trimble GPS Mounted on D6 LGP	Attachment - GPS/D6 LGP	~
Vermeer - Dingo S-600-TX mini Skid Steer	S-600 TX mini Skid Steer	1VRZ0508791001115
Vermeer - HG6000TX Grinder	HG6000TX Horizontal Grinder	1VR2390A3D1001009
Vermeer - TG-800	Tub Grinder	1VRU434D921000127
Vermeer - TG-800	Tub Grinder	1VRU434D211000114
Vermeer - TG-800	Tub Grinder	1VRU434D411000115
Vermeer - TG-9000	Tub Grinder	1VRY4348171000134
Vermeer - TG-9000	Tub Grinder	1VRY4348861000128
Vermeer - TG-9000	Tub Grinder	1VRY4348661000127
Volvo - 360 - Grapple	Attachment - Grapple	~
Volvo - 360 - Ken 70 Hydraulic Hammer	Attachment - Hydr Hammer/Volvo 360	~
Volvo - A35	Articulated Truck	A35V1920
Volvo - L180E	2006 Volvo L180E / Wheel loader	L180EV7265
Volvo - L220E	Wheel Loader	L220EV3293
Volvo - L220E	Wheel Loader	L220EV3338
Volvo - L330E	Wheel Loader	62160
Volvo - L35B	Wheel Loader	L35BV1883636
Volvo - L45B	Wheel Loader	L45BD1951022
Wacker	Plate Compactor	5233759
Wacker - BTS1035	Concrete Saw	5190514
Wacker - 6" Trash Pump	Trash Pump	5573394
Wacker - Water Pump	Trash Pump	
Wacker - Water Pump	Trash Pump	
Worthington Air Compressor	Mortons Air Compressor	@ AWA
Wysong Hydraulic Shear	Trash Shear	
Caterpillar D11R Crawler Tractor	D11R Crawler Tractor	7PZ01036 / 7PZ75034
Caterpillar 740B Articulated Truck	740B Articulated Truck	T4R03144
Caterpillar 740B Articulated Truck	740B Articulated Truck	T4R03140
Caterpillar 740B Articulated Truck	740B Articulated Truck	T4R03129
Caterpillar D6K2 Track Type Tractor	Track Type Tractor	RST01483
Caterpillar 349F Hydraulic Excavator	349F Hydraulic Excavator	HPD00152
Allmand Bros - Light Tower Plant	Lighting Equipment - Portable	0618PR001
Allmand Bros - Light Tower Plant	Lighting Equipment - Portable	9910NLP26



Equipment List

Manufacturer	Description	Serial Number
Double Walled Fuel Tanks (1)	Fuel Tanks	
Double Walled Fuel Tanks (2)	Fuel Tanks	
Dumpster Box - Brown M&M	BX - Dumpster Box-Brown	n/a
Dumpster Box - Small Dirt Box	BX - Dumpster Box-Small Blue Box	n/a
Echo 550EVL Chainsaw	Chainsaw	73162
Echo Weedeater SRM3000	Weedeater	68393
Grimmer Schmidt Air Compressor	Air Compressor	108351
Hotsy - 1260SS	H03003-49799	H03003-49799
Hotsy - Portable	Portable/Pressure Washer 1260SS	H46599/0100
Hotsy - Stationary S5732-4	Stationary / Pressure Washer	H39608 0298
Hotsy - Stationary S5732-4	Stationary / Pressure Washer	H41722 0998
Industrial Vacuum	Vacumm	
Jack Hammer	Jack Hammer	
Jack Hammer	Jack Hammer	
John Deere - Bucket for 740 Loader	Bucket for 740 Loader	n/a
John Deere - Fork for 740 Loader	Forks for 740 Loader	n/a
Lown Rolls Model B700	Bending Machine	
Miller - CP300 Arc Welder	n/a	n/a
Pacific Brake Press / 500 Ton	Brake Press	
Pressure Washer - 1340 PW Husq	Pressure Washer	n/a
Rolloff Container/Dumpster - 40 yard - Groups	BX - Rolloff Container-40 Yard	
Rolloff Container/Dumpster Box - Groups	BX - Rolloff Container-40 yard	
Stihl - 020AVP Chainsaw	Chainsaw	4039964
Stihl - 030AV Chainsaw	Chainsaw	1622514
Stihl - BG75 Blower	Leaf/Dirt Blower	TA8025VB24RB
Storage Equipment - Avon	Office Trailer	
Storage Equipment - Knoxville	Office Trailer	
Water Pump 540 PTO	Trash PTO	
Zero Turn Riding Mower	Riding Lawn Mower - Zero Radius	n/a
2 Force America Salter Controls	Snow Equipment	123869 & 123870
Good Road 10 foot plow w/GR650 Hitch-Group	Snow Equipment	13120-3
Good Road Snow Plow - Groups	Snow Plow for Tri-Axles	
Good Road V-Box Salt Spreaders - Groups	Salt Spreaders for Tri-Axles	
Swenson Box Spreaders - Group	Stainless Steel V Box Spreader	4037-550
Swenson Spreader 10 ft - Groups	Snow Equipment	99456
Swenson Spreader 14 ft - Groups	Snow Equipment	99450
Allis-Chalmers - WD45 Tractor	WD-45	CC-LU-XK208663
Cardinal - Grain Auger 6"	Grain Auger 6"	
FAZA / Panorama - Hay Rake	Hay Rake/10 Wheel	1530
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a



Equipment List

Manufacturer	Description	Serial Number
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a
Ford - 15' Bushhog	15' Batwing Bushhog	n/a
Hale / Irrigation Equipment	Irrigation Equipment/Pump	49099
Irrigation Equipment - Sprinklers	Irrigation Equipment	n/a
Irrigation Equipment -Pipe	Irrigation Equipment	n/a
John Deere - 1530 Tractor	1530 Tractor	215220T
John Deere - 16' Plow	3 Bottom 16" Plows	n/a
John Deere - 238 Baler	328 Baler	E0D328X842813
John Deere - 270 Disc Mower	270 Disc Mower	E00270A981610
John Deere - 270 Disc Mower	275 Disc Mower	E00275A122199
John Deere - 2755 Tractor	2755 Tractor	CD4239T761384
John Deere - 328 Square Baler	328 Square Baler	E00328X985193
John Deere - 4 Bottom Plow	2600 4 Bottom Plow	n/a
John Deere - 40 Tractor	40 Tractor	74543
John Deere - 4020 Tractor	4020 Tractor	192213R
John Deere - 4055 Tractor	4055 Tractor	RG6076T172308
John Deere - 5 Bottom Plow	5 Bottom Plow	124444
John Deere - 530 Tractor	530 Tractor Cul.	5308149
John Deere - 535 Roll Baler	535 Roll Baler	E00535X862154
John Deere - 550 Mulch Master	550 Mulch Master	
John Deere - 7200 Corn Planter	7200 Corn Planter	H07200E208620
John Deere - 7200 Tractor MFWD	7200 Tractor MFWD	RW7200H005039
John Deere - 7210 Tractor	7210 Tractor	RW7210R001913
John Deere - 7420 Tractor	7420 Tractor	RW7420R036478
John Deere - Chissle Plow	Chissle Plow	P00714X004301
John Deere - Disc	630 Disc 7" Spacing	N00630X009353
John Deere - Grain Drill	8300 Grain Drill	000692N
Kewanee 500	500 Corn Elev.	n/a
Kilbros - Grain Cart	Grain Cart Model #590	K92393
Kilbros - Gravity Beds	Gravity Beds-Running Gears	n/a
Kilbros - Gravity Beds	Gravity Beds-Running Gears	n/a
Marlow / Irrigation Equipment	Irrigation Equipment/Pump	416183
Mechanical Transplanter - Setter	Tobacco Setter	n/a
Moridge 400	Corn Dryer (Little) 400	7010
Moridge 400	Corn Dryer (Big) 400	8520
New Holland - 256 Hay Rake	256 Hay Rake	38197
New Holland - 256 Hay Rake	256 Hay Rake	
New Holland - #27 - Silage Blower	Silage Blower	157603





Equipment List

Manufacturer	Description	Serial Number
Pequea - Rollbale Wagon	646 Rollbale Wagon	0792
Schulte - Bushhog	Batwing Bushhog	C30101176001
Stack Wagon 1043	Wagon	
Tye - Grain Drill	Grain Drill/No-Till Pasture Pleaser	X-2-521-8-EWP
Unverferth Rolling Harrow	Rolling Harrow 220	H43350434
Vicon - 241 Disc Mower	KM 241 Disc Mower	51570
Vicon - Hay Tedder	Hay Tedder RS410T	6530
Chevrolet - 1500 Silv'do (LT Crew)	PK - Pickup	3GCUKREC4EG398321
Chevrolet - 1500 Silv'do (LT Crew)	PK - Pickup	3GCUKREC8EG404928
Chevrolet - 1500 Silv'do (LTZ Crew)	PK - Pickup	3GCUKSEC0EG374606
Chevrolet - 3500	PK - Pickup	226914
Chevrolet - CK25753	PK - Pickup	1GCHK29132E188054
Chevrolet - K2500	PK - K2500 Pickup	1GCGK24K1LE160363
Chevrolet - S-10	PK - S-10 Pickup Truck	1GCCS19ZXP8139305
Chevrolet - Silvera	PK - Pickup	1GCGK29U8XZ214461
Dodge	PK - Pickup	1B7KF26C3RS632187
Dodge - 2500 Laramie	PK- Pickup Crew Cab	3D7UT2CL7BG599851
Dodge - D300	PK - Pickup	1B7ME3689KS130495
Dodge - Ram 2500	PK - Pickup	3C6UD5CL8CG181865
Dodge - Ram 3500	PK - Pickup	598015
Ford	PK - Pickup	1FDAF57R78EE62330
Ford	PK - White Pickup	1FTS21P86EB47495
Ford - F150	PK - Pickup F150	1FTPX14534NA05370
Ford - F150	PK - Pickup F150	1FTFW1CF8DKG44080
Ford - F250	PK - Pickup F250	1FTNX21F92EB50467
Ford - F250	PK - Pickup F250	1FTNX21F81EB67484
Ford - F250	PK - Pickup F250	1FTNX21F3YEB67497
Ford - F250	PK - Pickup F250	1FTSX21PX6EC06479
Ford - F250	PK - Pickup F250	1FTNX21P84ED89746
Ford - F250	PK - Pickup F250	1FTNX21P34EC31878
Ford - F250	PK - Pickup F250	1FTNW21F2YED41918
Ford - F250	PK - Pickup F250	1FTSX21PX5EB80965
Ford - F250	PK - Pickup F250	1FTSW2BR5AEA69513
Ford - F650	PK - F-650	3FRWW65X86V3359147
Ford - Explorer	A - SUV	1FMZU73K75UB11206
Ford - Explorer	A - SUV	1FMEU73E76UB42210
International - COF9670	TK - Cab Over	1HSRDJUR3HH491405
Peterbilt - Cabover	TK - Cab Over	1XP6DBEXJD601015
Freightliner	TK - White Daycab	1FUY3MDB9XLB32255
Kenworth	TK - Day Cab	1XKADB9X9PJ589448
Kenworth - T800	TK - White Daycab	1XKDA98X9WJ783167
Peterbilt	TK - Daycab	1XPFD80X7WN452321
Peterbilt	TK - Daycab	1NPXGGGG20D242425



Equipment List

Manufacturer	Description	Serial Number
Peterbilt	TK - Daycab	1NPXGGGG70D242419
Peterbilt	TK - Daycab	1NPXT4TX2ED242421
Peterbilt	TK - Daycab	1NPXT4TX4ED242422
Peterbilt	TK - Rolloff	1NPXT4TX6ED242423
Peterbilt	TK -	1XP7DB9XX1D547056
Peterbilt - 357	TK - Dump Tri-axle	1XPALA0X7PN336481
Peterbilt - 379	TK - Day Cab	1XP5DB0X01N565872
Peterbilt - 379	TK - Day Cab	1XP5DB0X32N572106
Peterbilt - 379	TK - Day Cab	1XP5DB0X82N572103
Peterbilt - 379	TK - Day Cab	1XP5DB0XX2N572104
Peterbilt - 379	TK - Day Cab	1XP5DB0X12N572105
Peterbilt - 379	TK - Day Cab	1XP5DB0X52N572107
Peterbilt - 379	TK - Day Cab	1XPFD9X6PD326087
Peterbilt - 379	TK - Day Cab	1XP5DB0X06N632512
Peterbilt - 379	TK - Day Cab	1XP5DB0X26N632513
Peterbilt - 379	TK - Day Cab	1XP5DB0X46N632514
Peterbilt - 379	TK - Day Cab	1XP5DB9XXYN509760
Dodge 5500	TK - Pickup with dump bed	3D6WD76A08G119613
Ford - 9000	TK - Dump Tri-axle	1FDYU90W7EVA35365
Ford - LTL9000	TK - Dump Tri-axle	1FDZA90L6NVA19144
Ford - LTL9000	TK - Dump Tri-axle	1FDZA90WXVVA25944
International	TK - Dump Triaxle	1HTGLAHT9XH223016
International	TK - Dump Triaxle	1HTGLAHT7YH338330
International	TK - Dump Triaxle	1HTGLAHT7XH223015
International	TK - Dump Triaxle	1HTGLAHT3XH223013
International	TK - Dump Tri-axle	1HTZPJMR7HHA24798
International	TK - Dump Tri-axle	1HTZPJMR0HHA24710
Kenworth - T300	TK - T300	2NKMHZ7X95M084815
Kenworth - W900	TK - KW W900	1NKWXBEX27J195061
Mack CB	TK - Dump Tri-axle	1M2P324C02M061166
Mack CB	TK - Dump Tri-axle	1M2P324C22M061167
Mack CB	TK - Dump Tri-axle	1M2P324C42M061168
Mack CB	TK - Dump Tri-axle	1M2P324C62M061169
Peterbilt	TK - Dump Triaxle	2NPXT4TX5FM292466
Peterbilt	TK - Dump Triaxle	2NPXT4TX7FM292467
Peterbilt	TK - Dump Triaxle	2NPXT4TX9FM292468
Peterbilt - 357	TK - Dump Tri-axle	1NPAX6TX5VN429262
Peterbilt - 357	TK - Dump Tri-axle	1NPAXBTX91N550296
Peterbilt - 357	TK - Dump Tri-axle	1NPAXBTX01N550297
Peterbilt - 357	TK - Dump Tri-axle	1NPAXBTX72N570774
Peterbilt - 357	TK - Dump Tri-axle	1XPAPBEX74N829804
Peterbilt - 357	TK - Dump Tri-axle	1XPAPBEX94N829805
Peterbilt - 357	TK - Dump Tri-axle	1XPAPBEX04N829806



Equipment List

Manufacturer	Description	Serial Number
Peterbilt - 378	TK - Dump Tri-axle	1NPFUXEX93N591481
Peterbilt - 389	TK - Dump Tri-axle	1NPXGGGG10D266974
Peterbilt - 389	TK - Dump Tri-axle	1NPXGGGG30D266975
Peterbilt - 389	TK - Dump Tri-axle	1NPXGGGG50D266976
Peterbilt - 389	TK - Dump Tri-axle	1NPXGGGG70D266977
Peterbilt - 330	TK - Dump Single-axle	2NPNHD7X34M827744
Peterbilt - 330	TK - Dump Single-axle	2NPNHD7X54M827745
Freightliner - FL70	TK - Roll Off	1FVXJLBB9V1794101
International - 4900	TK - Roll Off	1HTSHAAT9TH277433
International - 4900	TK - Roll Off	1HTSHADT51H275803
International - 4900	TK - Roll Off	1HTSDAAN0XH650653
International - 4900	TK - Roll Off	1HTSHAAR9XH642476
International - 4900	TK - Roll Off	1HTSDAAN0XH650653
International - REL	TK - Roll Off	1HTSHADT61H275809
International - REL	TK - Roll Off	1HTSHADT62H368749
Mack	TK - Roll Off	1M2B126C5EA010376
Mack	TK - Roll Off	2M2P198C9JC001345
Mack	TK - Roll Off	1M2B209C5XM024390
Mack	TK - Roll Off	1M2B179C4JW002534
Mack	TK - Roll Off	DM686SX2965
Mack	TK - Rolloff/Cabover	1M2K195C9TM007888
Mack	TK - Frontend	1M2K195C9WM012335
Mack	TK - Rolloff	1M2K185C51M008267
Mack	TK - Frontend	1M2K195CXSM006019
Peterbilt - 357	TK - Roll Off	1NPAXBEXX4N829807
WHGM	TK - FrontEnd Garbage	4V2DCFBE5SN695440
Kenworth	TK - Semi	1XKADB9X2PJ594359
Freightliner	TK - Semi/Sleeper	1FUEYRYB3HH298669
Freightliner	TK - Semi/Sleeper	1FUYZYB3RH416665
Kenworth	TK - Semi/Sleeper	1XKWDB9X0SJ658610
Peterbilt	TK - Semi/Sleeper	1XPCDB9X1LN294673
Peterbilt	TK - Triaxle/Sleeper	1XPXP4EX2ED242424
Peterbilt	TK - Semi/Sleeper	1XP5DB9X7RD339011
Peterbilt - 359	TK - Semi/Sleeper	70961N
Peterbilt - 379	TK - Semi/Sleeper	1XP5DB9X8NN314462
Peterbilt - 379	TK - Semi/Sleeper	1XP5D29X5JN254988
Peterbilt - 379	TK - Semi/Sleeper	1XP5D89X8JN267329
Peterbilt - 379	TK - Semi/Sleeper	1XP5D69X4PD326530
Peterbilt - 379	TK - Semi/Sleeper	1XP50B9X2WN466139
Chevrolet - C&C	ST - Service Truck	1GBHC33K0PJ343585
Ford -	ST - Service Truck-Flat Bed	U80CVR52859
Ford -	ST - Boom Truck - ZAG	1FDNF70K8JVA28417
Ford (CB)	ST - Flatbed Truck (CB)	1FDYL90A9KVA12592



Equipment List

Manufacturer	Description	Serial Number
Ford - F350	ST -	1FDWF36FXXEB88797
Ford - F450	ST - Service Truck F450	1FDXF47P95EB56633
Ford - F450	ST - Service Truck F450	1FDXF46F3YEB07862
Ford - F550	ST - Service Truck F550	1FDAF57F21ED16140
Ford - F550	ST - 4 Door Service Truck	1FDAW57P85EA31392
Ford - F550	ST - Service Truck F550	1FDAW57F9YEE25480
Ford - F550	ST - Service Truck F550	1FDAW57P97EA22722
Ford - F700	ST - Service Truck-F700	1FDPF72J2TVA27120
Ford - F750	ST - Service Truck w/crane & Acompr	3FRXF75S88V043443
Ford - F750	ST - Service Truck w/crane & Acompr	3FRXF75S28V043440
Ford - F750	ST - Service Truck w/crane & Acompr	3FRXF75V38V679004
Ford - F750	ST - Service Truck w/crane & Acompr	3FRXF75V18V679003
Ford - Flatbed	ST - Flatbed truck	1FDLF47F7REA39810
Freightliner	ST - Service Truck (White)	1FVABTAK22HJ81322
Freightliner	ST - Service Truck	1FV6HJAA6WH948031
Freightliner - FL70	ST - Mechanics truck	1FV6HJAA6WH948031
GMC	ST - Service Truck-Box Truck	T17DBAV574902
International	ST - Service Truck	1HTMKAAL87H404432
Kenworth - T800	ST - Service Truck	1NKDL99X3TJ715204
Kenworth - T800B	ST - Lube Truck	1NKDL99X3TJ715204
Peterbilt - 335	ST - Service Truck	2NPLHD7X07M732084
Peterbilt - 388	ST - Fuel/Lube Truck	1NPWL00X79D787655
Trailstar	TR - Tri-axle Dump Bucket Tlr	1T9DS32C9J1066315
Etnyre - Lowboy	TR - Lowboy Trailer	1E9314289EE111113
TrailKing - Lowboy	TR - Lowboy	1TKJ049335B119478
Carco Service Tlr	TR - Service Oil Trailer	1B6LS5204P367024
GATO	TR - T-2axle trailer	4Z1UA14225S001109
Grea	TR -	1GRAA9621FS100545
Kauf	TR - Utility Trailer	15XFH2424X1001028
Liddell	TR -Lowboy	1Z92934946E094092
Prot - Gooseneck	TR - Gooseneck - ZAG	5BNDG2525YC002325
Rock	TR - Small Trailer	1R9BU18275L464090
Top	TR - Flatdec	5HLSF20256F061074
Trueline Gosnk	TR - Gooseneck	1T9GD2525LJ186166
Dragon ESP	Box Trailer	591SH4822FC141455
Heil (Tanker)	TR - Concrete Tanker	5HTSN412XV7T04691
Penn - 9000 GA	TR - Tanker Trailer	KYT25761
Trim (Tanker)	TR - Tanker	H40190
Dorsey	TR - Box Van	1DTV5152XWA259421
Dorsey	TR - Box Van	1DTV5152XWA259502
LUFK T Trail	TR - Box Trailer	1LD1A4825D1062381
East - Trailer	TR - Walking Floor Trailer	1E1U1X283RRA15780
East - Trailer	TR - Walking Floor Trailer	1E1U1X289XRA25341





Equipment List

Manufacturer	Description	Serial Number
East - Trailer	TR - Walking Floor Trailer	1E1U1Y28XTRL20459
East - Trailer	TR - Walking Floor Trailer	1E1U1Y280TRL20339
East - Trailer	TR - Walking Floor Trailer	1E1U1Y28ETRL20471
East - Trailer	TR - Walking Floor Trailer	1E1U1Y285TRL20472
East - Trailer	TR - Walking Floor Trailer	1E1U1Y288TRL20461
East - Trailer	TR - Walking Floor Trailer	1E1U1X28XRRH15165
East - Trailer	TR - Tandem Trailer	1E1U1X283RRH15170
JJ	TR - Walking Floor Trailer	1S94A4524TM006453
MAC Trailer	TR - Walking Floor Trailer	5MAMN4525YC004200
MAC Trailer	TR - Walking Floor Trailer	5MAMN48216C011668
MAC Trailer	TR - Walking Floor Trailer	5MAMN48236C011669
MAC Trailer	TR - Walking Floor Trailer	5MAMN48217C014068
MAC Trailer	TR - Walking Floor Trailer	5MAMN48237C014069
MAC Trailer	TR - Walking Floor Trailer	5MAMN48272C005125
MAC Trailer	TR - Walking Floor Trailer	5MAMN48226C009959
MAC Trailer	TR - Walking Floor Trailer	5MAMN482X6C011667
MAC Trailer	TR - Walking Floor Trailer	5MAMN482X6C011670
MAC Trailer	TR - Walking Floor Trailer	5MAMN48281C004810
MAC Trailer	TR - Walking Floor Trailer	R5MAMN48281C004810
MAC Trailer	TR - Walking Floor Trailer	5MAMN45252C005452



**BID/PERFORMANCE/PAYMENT  
BOND**







# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of October, 2014.

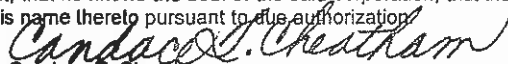
Attest:   
Gail A. Lee, Secretary

American Southern Insurance Company  
By:   
Scott G. Thompson, President

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 6th day of October, 2014, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

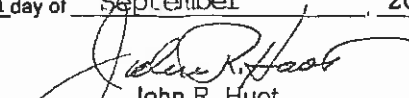
STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2017

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 11th day of September, 2015

Power No. 37427

  
John R. Huot  
Vice President









Ernie Fletcher  
GOVERNOR

OFFICE OF INSURANCE

**CERTIFICATE OF AUTHORITY**

Corrected

Satisfactory evidence has been furnished to me showing that **American Southern Insurance Company** organized in the State of **Kansas**, and having its principal office at **Topeka, Kansas**, is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, on behalf of the Office of Insurance of the Commonwealth of Kentucky, I do hereby authorize the said insurance company to transact the business of **Property, Casualty (no limitations) and Surety Insurance** in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.

Glenn Jennings  
Office of Insurance



This Certificate of Authority shall, at all times, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Office of Insurance.

Certificate Number: 58-6016195

Date: February 10, 2004

Effective Date: June 2, 1999



**American Southern Insurance Company**  
**NAIC Company Code 10235**  
**NAIC Group Code 587**

**Statutory Financial Statement**

**As of December 31, 2014**

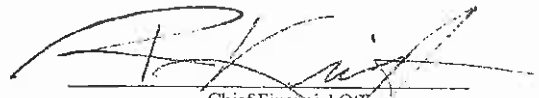
ASSETS		LIABILITIES	
Bonds	\$71,528,736	Reserve for Losses and Loss Expense	\$40,813,315
Stocks	20,890,638	Reserve for Unearned Premiums	20,660,163
Cash and Short-Term Investments	5,489,456	Reserve for Expenses, Taxes, Licenses and Fees	4,316,332
Agents Balances	8,011,208	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	2,623,034	Other Liabilities	3,468,513
		Total Liabilities	69,531,526
		<b>POLICYHOLDERS' SURPLUS</b>	
		Capital Stock	3,000,000
		Surplus	36,011,546
		Total Policyholders' Surplus	39,011,546
Total Assets	\$108,543,072	Total Liabilities and Policyholders' Surplus	\$108,543,072

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

**CERTIFICATE**

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

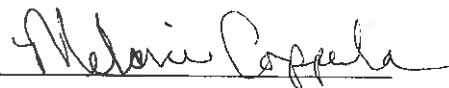
  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Chief Financial Officer

State of Georgia  
 County of Fulton

On the 20th day of February 2015, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.



  
 \_\_\_\_\_  
 Melonie Coppola, Notary Public  
 My Commission Expires, May 17, 2018

