



LEXINGTON

Bid 54-2023

Roberts Heavy Duty Towing Inc.

Supplier Response

Event Information

Number: Bid 54-2023
Title: Towing for Police
Type: Competitive Bid
Issue Date: 5/1/2023
Deadline: 5/15/2023 02:00 PM (ET)
Notes:

ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted.

All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid will be considered non-responsive and not considered.

Contact Information

Contact: Conni Hayes
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322

Email: chayes@lexingtonky.gov

Roberts Heavy Duty Towing Inc. Information

Address: 2285 Maggard Drive
Lexington, KY 40511
Phone: (859) 294-5566

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Francois Theron

Signature

Submitted at 5/10/2023 01:46:29 PM (ET)

ftheron@rhd towing.com

Email

Response Attachments

Signed Bid.pdf

Bid Package Final - 54-2023
Roberts Heavy Duty Towing Inc

Subcontractor statement.docx

Subcontractor Statement

COI- WC.pdf

Workers Compensation

Lexington-Fayette Urban County Government (2).pdf

COI - General Liability

Loss Runs- 2023.xlsx

Loss Runs 2016-2019

Loss Run Report 2019-2020.pdf

Loss Run 2019-2020

Loss Run Report 2020-2021.pdf

Loss Runs 2020-2021

Loss Run Report 2021-2022.pdf

Loss Run 2021-2022

Loss Experience Report Robert Heavy Duty (1)- ClearPath.pdf

Workers Compensation Loss Run

EQUIPMENT2023.xlsx

Equipment List

Driver List.xlsx

Driver List

facilities-2023.docx

Facilities

Boyd Cat Agreement and EQ List.pdf

Boyd Cat Agreement

PECCO Agreement 2023.pdf

Pecco Agreement

Attachment to Bid Affirmative Action.docx

Equal Opportunities Employer

Bid Lines

1	Towing and impounding of vehicles at the request of the Division of Police Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$152.00"/> Total: <input type="text" value="\$152.00"/>
2	Towing wrecked vehicles (first hour) (Vehicles less than 12,000 GVW) Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$152.00"/> Total: <input type="text" value="\$152.00"/>
3	Additional charges per 15 minutes (or part thereof) Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$38.00"/> Total: <input type="text" value="\$38.00"/>
4	Towing and impounding of vehicles at the request of the Division of Code Enforcement or LexPark Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$152.00"/> Total: <input type="text" value="\$152.00"/>
5	Storage charge per day or part thereof Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/> Item Notes: The calculation of storage charges shall begin when the vehicle is placed on the contractor's storage facility. One day of storage will be accrued when the vehicle is placed at the contractor's storage facility. The second day of storage shall not be accrued until a full 24 hours have lapsed. Any additional days of storage shall be calculated in this manner.
6	Charge to other towing contractors or individuals to remove a vehicle from your lot using your own equipment Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$45.00"/> Total: <input type="text" value="\$45.00"/>
7	Clean up of oil/vehicle fluid spills at accident scenes Quantity: <u> 1 </u> UOM: <u> Each </u> Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>

Response Total: \$679.00



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 1, 2023

INVITATION TO BID #54-2023 Towing for Police, Code Enforcement and LexPark

Bid Opening Date: May 15, 2023

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **XX/XX/XXXX**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

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

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Roberts Heavy Duty Towing Inc

Firm Name

2285 Maggard Drive

Address

Lexington, Kentucky, 40511

859-797-1779

City, State & Zip

Bid must be signed:

Signature of Authorized Company Representative – Title

Lee D Roberts

Representative's Name (Typed or printed)

859-797-1779 / 859-699-9833

Area Code - Phone – Extension

Fax #

lroberts@rhdtowing.com

E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Lee D Roberts, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Lee D Roberts and he/she is the individual submitting the bid or is the authorized representative of Roberts Heavy Duty Towing Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Lora Irvin on this the 10 day
of May, 2023

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes _____ No X [We already have price contracts with both principals.](#)

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes (**Space Checked Applies**)
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

 - () 3. See bid specifications.

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law


- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- 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 contractors may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

Roberts Heavy Duty Towing Inc

Name of Business


GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, 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.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

05/09/2023
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Roberts Heavy Duty Towing Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	2														2	
Professionals	1	1														1	
Superintendents																	
Supervisors	4	3	1													3	1
Foremen																	
Technicians	4	4														4	
Protective Service																	
Para-Professionals																	
Office/Clerical	21	5	16													5	16
Skilled Craft	33	32						1								33	
Service/Maintenance	7	5		1		1										7	
Total:	72	52	17	1		1		1								55	17

Prepared by: Liz Caviz - HR Date: 05 / 09 / 2023
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 and Veteran-Owned 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, managed and controlled 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, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) 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 and Veteran-Owned 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 or delay in contract award.**

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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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 and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

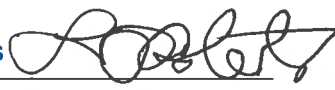
Bid/RFP/Quote Reference # 54-2023

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
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.

Roberts Heavy duty Towing Inc
Company
05/09/2023
Date

Lee Roberts 
Company Representative
Owner / CEO
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

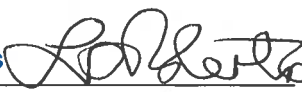
Bid/RFP/Quote Reference # 54-2023

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
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.

Roberts Heavy duty Towing Inc
Company
05/09/2023
Date

Lee Roberts 
Company Representative
Owner / CEO
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM


Bid/RFP/Quote Reference # 54-2023

The substituted MWDBE and/or veteran 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. **Failure to submit this form may cause rejection of the bid.**

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. None					
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.

Roberts Heavy duty Towing Inc
 Company
05/09/2023
 Date

Lee Roberts 
 Company Representative
Owner / CEO
 Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 54-2023

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

Company Name Roberts Heavy Duty Towing Inc	Contact Person Lee Roberts
Address/Phone/Email 2285 Maggard Drive, Lexington, KY, 40511	Bid Package / Bid Date May 15, 2023

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
None								

(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.

Roberts Heavy Duty Towing Inc
Company
05/09/2023
Date

Lee Roberts
Company Representative
Owner / CEO
Title



LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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/ Lexington, KY 40507.

Bid/RFP/Quote # 54-2023

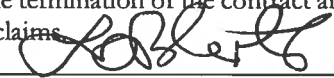
Total Contract Amount Awarded to Prime Contractor for this Project 0

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

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
None							

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.

Roberts Heavy Duty Towing Inc
 Company
05/09/2023
 Date

Lee Roberts 
 Company Representative
Owner / CEO
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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 and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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 and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

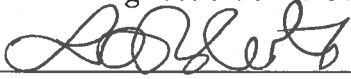
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Roberts Heavy Duty Towing Inc

Company
05/09/2023

Date

Lee Roberts 

Company Representative
Owner / CEO

Title

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

05/09/2023

Date



LEXINGTON

Lexington-Fayette Urban County Government
Division of Police
Bid #54-2023 Towing for Police, Code Enforcement and LexPark

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for Towing for Police, Code Enforcement and LexPark for the Division of Police, Code Enforcement and LexPark as per the following specifications:

SPECIAL NOTES TO BIDDERS:

For questions regarding this bid please submit inquiries through IonWave – <https://lexingtonky.ionwave.net>

All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid will be considered non-responsive and not considered.

1.0 Scope and Classification

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

- 1.1 pursuant to Sections 12-2, 12-3, 18-112 and 18-114 of the Lexington-Fayette Urban County Government Code of Ordinances.
- 1.2 involved in traffic accidents.
- 1.3 involved in the perpetration of a crime.
- 1.4 parked illegally along streets and roadways

2.0 Publications

The following publications apply to these specifications:

- 2.1 Sections 18-112 and 18-114 of the Lexington-Fayette Urban County Government Code of Ordinances. Section 18-112 also includes LexPark.
- 2.2 Kentucky Revised Statutes 189.754 and 376.275.
- 2.3 Federal Motor Carrier Safety Regulations

- 2.4 Impounding procedures of the Lexington-Fayette Urban County Government Division of Police, as they exist and as they may be amended in the future.

3.0 Requirements

- 3.1 Contractor shall tow and store vehicles, at the request of the Division of Police or the Division of Code Enforcement, in accordance with the publications cited in Section 2.0 above, these specifications and proposal conditions attached hereto.
- 3.1.1 Contractor must provide towing services for the Division of Code Enforcement for the abatement of nuisance vehicles per the terms of the specifications listed in that section. The Police Towing and the Code Enforcement towing are not severable and the awarded contractor must provide both types of towing without interruption.
- 3.1.2 LexPark may use this contract for their towing needs and is in agreement with pricing set forth in these specifications.
- 3.2 Service described herein shall be available 24 hours per day, seven days per week.
- 3.3 Contractor shall furnish emergency services for the removal and impounding of vehicles during special events, e.g., basketball and football games, and any other public event which is determined by the Division of Police to create emergency traffic and parking conditions.
- 3.3.1 The Division of Police shall furnish one (1) portable radio unit to the Contractor for such events.
- 3.3.2 The Division of Police shall, whenever possible, notify Contractor twenty four hours before the time of an anticipated emergency condition which may require high volume towing. However, Contractor shall respond to requests for emergency services whenever such request may be made.
- 3.4 Contractor shall, pursuant to KRS 189.754, furnish each wrecker unit with tools necessary to remove and properly dispose of vehicle debris left on the street or highway after an accident. Contractor is solely responsible for safety of Contractor's operations.
- 3.4.1 Wrecker unit operator shall clean and dispose of debris specified in Section 3.4 above.
- 3.5 Equipment Requirements

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

- 3.5.1 Contractor shall have available twelve (12) wreckers with chassis weight of one ton (minimum), specifically designed to tow automobiles, pick-up trucks and one-ton trucks. These vehicles may not be movable by pulling in which case a roll back wrecker may be required.
- 3.5.2 Each unit shall be equipped with an air supply for tire inflation.
- 3.5.3 Each unit shall be equipped with at least one (1) four-ton capacity motor-driven winch.
- 3.5.4 Each unit shall be capable of towing imported automobiles and pick-up trucks, and other vehicles not designed to be towed by conventional techniques.
- 3.5.5 Two (2) units may be equipped with a permanent cradle.
- 3.5.6 Each wrecker unit shall be equipped with any and all safety devices necessary for the safe fulfillment of the Contractor's responsibilities and obligations under this contract. Safety devices shall conform to requirements of Federal Motor Carrier Safety Regulations, Section 392.22(b).
- 3.5.7 Contractor shall have available four (4) low-profile wheel lift trucks to be on duty at all times.
- 3.5.8 Contractor shall have available two (2) heavy duty wreckers able to move loaded semi-tractor trailers.
- 3.5.9 Contractor shall have available one (1) heavy duty rotator able to move loaded semi-tractor trailers.
- 3.5.10 Contractor shall have available one (1) air cushion unit for uprighting overturned vehicles, buses, tractors, trailers or any other equipment for which it may be needed.
- 3.5.11 Contractor shall have available for access low-boy trailers, forklifts, backhoes, loaders, dumpsters, portable lighting and sand/absorbent materials which would be necessary to expedite the cleanup of the accident scene.
- 3.5.12 The contractor may subcontract any parts of this contract with the approval of the Lexington-Fayette Urban County Government of those subcontractors. The list of subcontractors to be used must be

- 3.8.3 The entire surface of the lot whereupon vehicles are stored shall be completely covered by asphalt, concrete or gravel.
- 3.8.4 The vehicle storage area of the lot shall be lighted to provide not less than two (2) foot-candles of illumination for all vehicles.
- 3.8.5 Lot shall be completely enclosed with a chain-link fence or fencing of other material of like strength.
 - A. Fence shall be not less than eight (8) feet high.
 - B. Existing fence of less than the required height may be modified by the addition of material such as barbed wire to bring fence to the required height.
- 3.8.6 Contractor shall provide security against damage to, pilferage from and theft of all vehicles stored. Contractor shall provide video surveillance cameras with recording capability and views of: All perimeter fences, Entry & Exit gateways, Entire area for vehicle storage.
- 3.8.7 Contractor shall maintain an office on the storage site.
 - A. Office shall be manned 24 hours per day, seven days per week.
 - B. Office must be clean and offer sanitary restrooms at all times.
- 3.8.8 Contractor understands and agrees that Contractor is the only party to the contract responsible for the stored vehicle and any other property under the Contractor's care, custody and/or control.

3.9 Storage Building for forensic use

Contractor shall provide a storage building, which meets requirements established in the following subsections.

- 3.9.1 Storage building must be a minimum of 30 feet by 45 feet and include a vehicle lift.
- 3.9.2 The storage building shall have a concrete floor. Building shall be well-lighted, heated and air conditioned in a manner that permits collection of evidence (including fingerprints) from stored vehicles. Building shall have video surveillance.
- 3.9.3 Storage building must remain locked and secure at any time vehicle(s) are stored therein. No access shall be afforded to any person(s), including Contractor's employees, unless accompanied by a sworn officer of the Urban County Government Division of

Police.

3.9.4 Storage Building shall be constructed in accordance with the Building Code of Lexington-Fayette Urban County.

3.9.5 Contractor shall not charge LFUCG for storage for vehicles while stored inside the storage building.

3.10 Administration of Impoundment

3.10.1 Contractor shall maintain records acceptable to the Urban County Government concerning all vehicles impounded. Such records shall include information concerning the manner, date and time of release of vehicles from impoundment and fees paid by owner of the vehicle for release.

3.10.2 Records specified above shall be maintained in accordance with impoundment procedures of the Division of Police, and shall be available for inspection by personnel of that Division at any time.

3.10.3 The vehicle owner shall be liable for all towing and storage charges for impounded vehicles.

3.10.4 Contractor shall comply with notice requirements established in KRS 376.275.

3.10.5 The Contractor shall accept cash, credit cards and checks as forms of payment. The Urban County Government shall not be liable for fees not collected. All charges shall be the responsibility of the Contractor unless otherwise specified herein.

3.10.6 The Contractor shall allow the owner of the impounded vehicle to remove personal possessions such as medicine, clothing, cameras, telephones, etc from the car while it is impounded unless otherwise directed by the Division of Police.

3.10.7 The Contractor shall allow other towing services access to the impound lot to retrieve vehicles that have been released. If the Contractor chooses to use their equipment to remove impounded vehicles from their lot to the street they must state the charge for this service in section 4.11 of this document.

3.10.8 Contractor agrees by signature of his/her proposal that if a vehicle is towed for violation of an Urban County Government Ordinance, and if, at a subsequent judicial hearing the owner or operator of the vehicle is found to be not guilty of violating said Ordinance upon which towing was effected, Contractor shall release the vehicle to the owner without charge. If said owner has previously paid

towing and storage charges for the release of the vehicle, Contractor shall reimburse said owner for all charges. All charges will then be reimbursed to Contractor by LFUCG.

3.10.9 Contractor shall accept both paper copy and electronically submitted formats of Division of Police form 209- Vehicle Impound Record. The electronic version of form 209 will be sent via e-mail upon completion by the impounding officer. Paper copies of form 209 will be given to the tow truck operator upon completion by the impounding officer.

3.11 Bonding, Safety and Loss Control

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

3.11.1 Contractor shall provide a performance bond, executed by a surety licensed to do business in the Commonwealth of Kentucky and drawn in favor of the Lexington-Fayette Urban County Government as obligee, in the penal sum of \$25,000.00 (twenty-five thousand dollars).

- A. Contractor may elect to provide an irrevocable letter of credit in lieu of a Performance Bond. The letter of credit shall be in the name of the Lexington-Fayette Urban County Government and shall be in the amount of \$25,000.00 (twenty-five thousand dollars).
- B. The Performance Bond (or letter of credit) shall secure the faithful performance of the contract by the Contractor. In the event of Contractor's failure to perform all obligations pursuant to this Contract, the Urban County Government shall seek such remedies it determines to be in its best interest, including, but not limited to, cashing the Performance Bond or letter of credit.
- C. Successful Proposer shall deliver Performance Bond or letter of credit to the Division of Central Purchasing, Room 338, 200 East Main St., Lexington, KY 40507, within seven (7) working days of receipt of notification of intent to award the Contract to the Proposer.

3.11.2 While providing the service(s) specified herein, the Contractor understands and agrees to adhere to any comply with any and all Federal, State and Local safety laws, regulations, and ordinances, as well as the safety and loss control reporting guidelines established by the Lexington-Fayette Urban County Government. Contractor

shall provide all safeguards, safety devices and protective equipment, and shall take any other needed actions whatsoever, on its own responsibility and expense, to protect the life and health of all persons providing the service(s) specified herein, the safety of the public and the Lexington-Fayette Urban County Government, and to protect any and all property in connection with the service(s) specified herein.

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

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

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

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

- 3.12 Contractor shall respond, under normal traffic conditions, to any request made by the Division of Police for towing services within thirty (30) minutes after such request is made.
- 3.13 Contractor shall respond to any request made by the Division of Code Enforcement with 24 hours of notification.

4.0 NOTES

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

4.2 Reports by Contractor

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

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

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

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

4.2.4 Contractor shall furnish the following reports upon request to the Lexington-Fayette Urban County Government detailing the following information:

4.2.4.1 Number of service calls received.

4.2.4.2 Number of tows and itemized revenue from each tow.

4.2.4.3 Number of stored vehicles, the period of storage for each vehicle and the revenue from storage each vehicle.

4.2.4.4 The number of vehicles sold when unclaimed and the revenue from each sale. Documentation showing that local and state statues were followed for the sale of unclaimed vehicles shall be provided for each vehicle sold.

The reports shall be forwarded to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

- 4.3 Any party, firm or individual submitting a proposal pursuant to this invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the term of this Contract.
- 4.4 The term of this contract shall be for 1 year from the date of acceptance of a proposal by the Urban County Council. The contract may be automatically renewed for an additional term of 3 years at the same terms and conditions.
- 4.5 The Lexington-Fayette Urban County Government shall award a contract to provide the services specified herein to the responsible Proposer who submits the lowest proposal responsive to the requirements, terms and conditions set forth herein.
- 4.6 Proposer shall attach the following lists to his/her proposal.
 - 4.6.1 List of equipment available that meets or exceeds requirements specified herein.
 - 4.6.2 List of facilities available that meet or exceed requirements specified herein.
 - 4.6.3 List of subcontractors/employees that will be used to meet requirements specified herein.
- 4.7 The Lexington-Fayette Urban County Government reserves the right to approve any and all subcontractors. Subcontractors shall not be used without the approval of the Urban County Government.
- 4.8 Contractor's may submit proposals as a joint venture with one (1) or more other contractors. Proposal should designate contract person, office location and storage lot location.
- 4.9 The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Urban County Government to be in its best interest.
- 4.10 The rates to be charged for services provided as described herein shall be expressed as follows:

- 4.10.1 Charges for impounding of vehicles at the direction of the Division of Police shall be expressed as a *unit rate per tow*. Police-ordered impounds shall be charged at the unit rate shown in shown in Section 4.11 below.
- 4.10.2 The rate for towing wrecked or recovered vehicles shall be expressed as a charge per hour for the first hour with an additional charge applied for each increment of 15 minutes beyond the first hour.
- 4.10.3 Charges for storage of vehicles shall be expressed as a charge *per day*.
- 4.10.4 If multiple wrecker units are required to clear a multi-vehicle accident, the charges made hereunder shall be prorated among all involved vehicles.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid #54-2023 Towing for Police, Code Enforcement and LexPark**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence
Garagekeepers Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to

apply by LFUCG.

- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.

- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consulant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00410168



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: WorldClass Insurance Services, 8757 Auburn Folsom Rd. #3067, Granite Bay, CA 95746. CONTACT NAME: James Digini, PHONE: (916) 789-1523, FAX: (916) 789-1506, E-MAIL ADDRESS: service@worldclassins.com. INSURER(S) AFFORDING COVERAGE: National Interstate Insurance Company, NAIC #: 32620. INSURED: Roberts Heavy Duty Towing, Inc., PO Box 11249, Lexington, KY 40574.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and On-Hook / Cargo.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Garagekeepers: 745-775 E. Seventh St., Lexington, KY 40505 = \$1,000,000 Direct Primary (\$500/\$2,500 Ded.), 2285 Maggard Drive, Lexington, KY 40511 = \$500,000 Legal Liability (\$500/\$2,500 Ded.), 216 Crossfield Drive, Versailles, KY 40383 = \$300,000 Legal Liability (\$500/\$2,500 Ded.)

Certificate holder is named as ADDITIONAL INSURED

CERTIFICATE HOLDER: Lexington-Fayette Urban County Government, Division of Risk Management, 200 E Main Street, Lexington, KY 40507. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Lexington-Fayette Urban County Government Division of Risk Management 200 E Main Street Lexington, KY 40507</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Lexington-Fayette Urban County Government
Division of Risk Management
200 E Main Street
Lexington, KY 40507

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

No such person or organization is an additional insured for liability arising out of the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured are those specified in the written contract between you and the additional insured, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement, **Condition 4. Other Insurance** is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability

When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Lexington-Fayette Urban County Government Division of Risk Management 200 E Main Street Lexington, KY 40507	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) and organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/2023	Countersigned By:
Named Insured: Roberts Heavy Duty Towing, Inc.	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Lexington-Fayette Urban County Government Division of Risk Management 200 E Main Street Lexington, KY 40507

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the coverage form.



ROBEHEA-01

KHOLLINGSWORTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2023

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

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

PRODUCER Lexington Insurance Agency, Inc. 465 E High St., Ste. 101 Lexington, KY 40507	CONTACT NAME: PHONE (A/C, No, Ext): (859) 253-6570	FAX (A/C, No): (859) 253-6577	
	E-MAIL ADDRESS:		
INSURED Robert's Heavy Duty Towing Inc. and Lexington Motor Group LLC P.O. Box 11249 Lexington, KY 40574	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ClearPath Mutual		16273
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			17915	2/24/2023	2/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

LFUCG, Division of Risk Management
200 E. Main St.
Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kerrie A. Hollingsworth, CSR

Attachment to bid #54-2023

Roberts Heavy Duty Towing Inc does not have any subcontractors.

Attachment to Bid #54-2023

AFFIRMATIVE ACTION STATEMENT

Affirmative Action Plan: Roberts Heavy Duty Towing Inc is an Equal Opportunity employer. We advertise this when we are soliciting for new employees. We encourage our current employees to refer applicants and this has led to additional minority hiring. Our future plan is to continue to promote the hiring of minorities.

ROBERTS HEAVY DUTY TOWING INC

Employee Contact List

Employee	Driver's License #	CDL Class	Job Title
Heavy Duty Drivers			
Baker, Matthew M	B02-693-818	A	HD Driver
Baldwin, Randall E	B02-705-125	A	HD Driver
Breeze, Jeffrey T	B95-692-908	A	HD Driver
Brown, Kaden S	B13-421-597	A	HD Driver
Garner, Anthony H	G10-974-075	A	HD Driver
Hill, James P	H400-455-76-413-0	A	HD Driver
Layne, Nicholas K	L06-411-754	A	HD Driver
McCarty, Matthew B	M02-691-481	A	HD Driver
Mitchell, Jarrod	M94-526-357	A	HD Driver
Satterfield, William C	S95-397-188	A	HD Driver
Tankersley, Edward A	1030-01-5118	A	HD Driver
Watkins, Cody C	W08-796-205	A	HD Driver
Williams, Nichlas A	W03-954-174	A	HD Driver
Light Duty Drivers			
Anies, Clarence G.	A94-392-121		LD Driver
Blackburn, Roy Michael	B03-926-019		LD Driver
Blankenship, Paul B	B93-103-887		LD Driver
Brock, Victor D	B06396517		LD Driver
Cruse, Ralph D	C94-599-572	B	LD Driver
Durham, Cody	D09-899-179		LD Driver
Durham, Michael R	D09-837-442		LD Driver
Finch, Christopher J	F89-080-636	A	LD Driver
Hall, Harold L	H95-625-860		LD Driver
Hampton, Warren R	H16-861-453		LD Driver
Hedges, Matthew J	H08-730-347		LD Driver
Luciani, Nicholas C	L11-135-254		LD Driver
Lunsford, Jr., Louis D	L95-744-512		LD Driver
Masengale, Phillip R	M92-214-452		LD Driver
McKimmey, David A	M11-172-140		LD Driver
Miller, Nolen C	M95-552-244		LD Driver
Powell III, Charles K	P19-257-365		LD Driver
Rodgers, Jeremy A	R91-074-810		LD Driver
Skelly, Sean M	S21-406-839		LD Driver
Skelly, Terence B	S20-346-035		LD Driver
Taggett, Jeff R	T12-246-402		LD Driver
Woods, Jordan S	W02-733-804		LD Driver
Service Vans			
Fryer, Cody L	F14-519-124		Mechanic
Maggard, Justin R	M12-258-704		Mechanic

Equipment Listing

UNIT NUMBER	YEAR	MAKE	MODEL	CATEGORY
10076	2021	Ram	5500	SERVICE TRUCK
10077	2021	Ford	F-550	SERVICE TRUCK
30022	2012	FORD	F-450	AUTO LOADER
30033	2016	RAM	4500	AUTO LOADER
30034	2017	RAM	4500	AUTO LOADER
30083	2018	FORD	F-350	AUTO LOADER
30084	2017	RAM	4500	AUTO LOADER
30086	2021	RAM	4500	AUTO LOADER
30087	2021	RAM	4500	AUTO LOADER
31082	2019	FORD	F-550	AUTO LOADER WITH RECOVERY BOOM
32063	2015	DODGE	5500	ROLLBACK
32071	2015	DODGE	5500	ROLLBACK
32081	2016	DODGE	5500	ROLLBACK
33078	2018	FREIGHTLINER	M2	ROLLBACK
33079	2018	FREIGHTLINER	M2	ROLLBACK
33080	2018	FREIGHTLINER	M2	ROLLBACK
33081	2018	FREIGHTLINER	M2	ROLLBACK
33085	2020	FREIGHTLINER	M2	ROLLBACK
33088	2022	HINO	L6	ROLLBACK
33089	2022	PETERBILT	536	ROLLBACK
33090	2021	FREIGHTLINER	M2	ROLLBACK
50085	2021	PETERBILT	567	HEAVY WRECKER
50086	2021	FREIGHTLINER	112SD	HEAVY WRECKER
50087	2022	FREIGHTLINER	112SD	HEAVY WRECKER
50090	2023	PETERBILT	567	HEAVY WRECKER
50091	2023	PETERBILT	567	HEAVY WRECKER
51084	2019	PETERBILT	567	ROTATOR
51088	2021	PETERBILT	389	ROTATOR
51089	2017	KENWORTH	T880	ROTATOR
63068	2015	WESTERN STAR	4900	TRACTOR
63069	2015	WESTERN STAR	4900	TRACTOR
64037	1995	PETERBILT	389	TRACTOR
64070	2016	PETERBILT	567	TRACTOR
64071	2017	KENWORTH	T880	TRACTOR
64072	2016	PETERBILT	367	TRACTOR
64074	2020	PETERBILT	567	TRACTOR
64078	2023	PETERBILT	389	TRACTOR
70025	2011	LANDOLL	40 TON	SLIDING TRAILER
70052	2014	LANDOLL	40 TON	SLIDING TRAILER
70053	2017	LANDOLL	40 TON	SLIDING TRAILER
71095	1984	GREAT DANE	45	FLATBED TRAILER
72015	2004	TRAIL KING	55 TON	RGN TRAILER
72035	2012	LANDOLL	55 TON	RGN TRAILER
72057	2012	XL SPECIALIZED	55 TON	RGN TRAILER
72058	2015	XL SPECIALIZED	55 TON	RGN TRAILER
72060	2006	ETNYRE	70 TON	RGN TRAILER
73604	2006	ETNYRE	Q29737-1	PIN ON AXLE
73605	2006	ETNYRE	Q29737-2	PIN ON AXLE
74057	2016	XL SPECIALIZED	XL24FA	PIVOT BOOSTER/STINGER
74060	2006	ETNYRE	Q29737-4	PIVOT BOOSTER/STINGER
79086	1998	CENTRNNIAL	TRAILER	AIRBAG TRAILER

Bid on #54 -2023 Towing for Police, Code Enforcement and LexPark

FACILITIES

PERMANENT LOT

Roberts Heavy Duty Towing, Inc.

757 E Seventh Street.

Lexington, KY 40505

OVERFLOW LOT IF NEEDED

Roberts Heavy Duty Towing, Inc.

2285 Maggard Drive

Lexington, KY 40511

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2018A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2018-A	
P.O. Box 11249	Policy Effective Date: 2/24/2018	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2019	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Gabbard, Carter</u>	Type: Lost Time		Medical	Indemnity	Expenses	Total
Case No: 199692	Status: Closed	Paid To Date	3,622.65	8,848.06	6,065.26	18,535.97
Age: 37	Day of Acc: Tuesday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 3/13/2018	Time of Acc: 07:10 AM	Total Incurred	3,622.65	8,848.06	6,065.26	18,535.97
Reported Date: 3/14/2018	Close Date: 3/31/2020					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Multiple-L Foot, L Leg- Walking across USPO parking lot when USPO van hit him					Recovery	0.00
					Deductible	0.00
					Net Incurred	18,535.97

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Harney, Joseph</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 200325	Status: Closed	Paid To Date	159.39	0.00	10.50	169.89
Age: 43	Day of Acc: Friday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 4/13/2018	Time of Acc: 10:30 AM	Total Incurred	159.39	0.00	10.50	169.89
Reported Date: 4/17/2018	Close Date: 8/9/2018					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Strain-R knee-Hooking up tractor trailer, stepped over under lift and heard a popping noise, r leg gave away					Recovery	0.00
					Deductible	0.00
					Net Incurred	169.89

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Adkins, David</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 202336	Status: Closed	Paid To Date	354.67	0.00	14.98	369.65
Age: 51	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 7/30/2018	Time of Acc:	Total Incurred	354.67	0.00	14.98	369.65
Reported Date: 8/1/2018	Close Date: 11/6/2018					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Strain-Knee-Kneeling, stood up and twisted knee					Recovery	0.00
					Deductible	0.00
					Net Incurred	369.65

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2018A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2018-A	
P.O. Box 11249	Policy Effective Date: 2/24/2018	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2019	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Maggard, Justin</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 203361	Status: Closed	Paid To Date	0.00	0.00	0.00	0.00
Age: 27	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 9/17/2018	Time of Acc: 08:00 AM	Total Incurred	0.00	0.00	0.00	0.00
Reported Date: 9/24/2018	Close Date: 9/24/2018					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Rupture-Ears-Working on truck for non start issue, battery exploded					Recovery	0.00
					Deductible	0.00
					Net Incurred	0.00

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Jones, Donald</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 203362	Status: Closed	Paid To Date	0.00	0.00	0.00	0.00
Age: 61	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 9/17/2018	Time of Acc:	Total Incurred	0.00	0.00	0.00	0.00
Reported Date: 9/24/2018	Close Date: 2/19/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Multiple-Ear, Arm-Working on truck for nonstart issue, battery exploded					Recovery	0.00
					Deductible	0.00
					Net Incurred	0.00

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Appleman, Jerry</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 203855	Status: Closed	Paid To Date	1,229.19	0.00	80.00	1,309.19
Age: 69	Day of Acc: Tuesday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 10/16/2018	Time of Acc: 04:50 PM	Total Incurred	1,229.19	0.00	80.00	1,309.19
Reported Date: 10/17/2018	Close Date: 3/26/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Cut-Hand-Pressure washer came in contact with hand					Recovery	0.00
					Deductible	0.00
					Net Incurred	1,309.19

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2018A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2018-A	
P.O. Box 11249	Policy Effective Date: 2/24/2018	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2019	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Maggard, Justin</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 204315	Status: Closed	Paid To Date	728.57	0.00	75.35	803.92
Age: 27	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 11/12/2018	Time of Acc: 08:18 AM	Total Incurred	728.57	0.00	75.35	803.92
Reported Date: 11/13/2018	Close Date: 4/2/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Hearing Loss, Cut, Contusion-Ears, Head, Hand-Plugging in air line, supply line came apart with loops sending fragments hitting ee					Recovery	0.00
					Deductible	0.00
					Net Incurred	803.92

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Durbin, Brooke</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 205017	Status: Closed	Paid To Date	1,114.36	0.00	24.02	1,138.38
Age: 34	Day of Acc: Sunday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 12/16/2018	Time of Acc: 12:00 PM	Total Incurred	1,114.36	0.00	24.02	1,138.38
Reported Date: 12/26/2018	Close Date: 4/18/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Contusion-Knee, Back-Fell down stairs					Recovery	0.00
					Deductible	0.00
					Net Incurred	1,138.38

Totals for Policy Unit 1 Roberts Heavy Duty Towing Inc			Medical	Indemnity	Expenses	Total
Open Claims: 0	Paid To Date	7,208.83	8,848.06	6,270.11	22,327.00	
Total Claims: 8	O/S Reserves	0.00	0.00	0.00	0.00	
	Total Incurred	7,208.83	8,848.06	6,270.11	22,327.00	
				Recovery	0.00	
				Deductible	0.00	
				Net Incurred	22,327.00	

Workplace Claims Summary for Unit 1

<u>Workplace No.</u>	<u>Workplace Name</u>	<u>Workplace Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	2285 Maggard Drive	8	22,327.00	0.00	22,327.00
2	Roberts Heavy Duty Towing Inc	757 E. 7th Street	0	0.00	0.00	0.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2018A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2018-A	
P.O. Box 11249	Policy Effective Date: 2/24/2018	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2019	Report Valued as of 5/3/2023
	Deductible Amount: 0	

<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	8	22,327.00	0.00	22,327.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units

<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	8	22,327.00	0.00	22,327.00

Totals for Policy Number WC100-0017915-2018A

	<u>Medical</u>	<u>Indemnity</u>	<u>Expenses</u>	<u>Total</u>
Open Claims: 0	Paid To Date 7,208.83	8,848.06	6,270.11	22,327.00
Total Claims: 8	O/S Reserves 0.00	0.00	0.00	0.00
	Total Incurred 7,208.83	8,848.06	6,270.11	22,327.00
			Recovery 0.00	
			Deductible 0.00	
			Net Incurred 22,327.00	

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2019A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2019-A	
P.O. Box 11249	Policy Effective Date: 2/24/2019	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2020	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Padgett, Richard</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 206137	Status: Closed	Paid To Date	360.81	0.00	9.81	370.62
Age: 60	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 2/25/2019	Time of Acc: 11:00 AM	Total Incurred	360.81	0.00	9.81	370.62
Reported Date: 2/25/2019	Close Date: 6/3/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Fracture-Finger-Pulled strap, tension caused board to flip and hit finger					Recovery	0.00
					Deductible	0.00
					Net Incurred	370.62

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Lewis, Zachary</u>	Type: Lost Time		Medical	Indemnity	Expenses	Total
Case No: 206206	Status: Closed	Paid To Date	6,710.75	38,816.74	8,718.84	54,246.33
Age: 33	Day of Acc: Friday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 3/1/2019	Time of Acc: 08:00 AM	Total Incurred	6,710.75	38,816.74	8,718.84	54,246.33
Reported Date: 3/1/2019	Close Date: 2/15/2021					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Strain-L Knee (torn acl)-Climbing up the hill stepped over log, felt knee pop					Recovery	0.00
					Deductible	0.00
					Net Incurred	54,246.33

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Blankenship, Paul</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 208108	Status: Closed	Paid To Date	0.00	0.00	0.00	0.00
Age: 55	Day of Acc: Thursday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 6/13/2019	Time of Acc: 10:00 AM	Total Incurred	0.00	0.00	0.00	0.00
Reported Date: 6/13/2019	Close Date: 9/13/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Puncture-Finger-Stuck by needle laying in grass while unloading a tow					Recovery	0.00
					Deductible	0.00
					Net Incurred	0.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2019A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2019-A	
P.O. Box 11249	Policy Effective Date: 2/24/2019	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2020	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Breeze, Jeffrey</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 208451	Status: Closed	Paid To Date	108.30	0.00	6.62	114.92
Age: 44	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 7/1/2019	Time of Acc: 12:00 PM	Total Incurred	108.30	0.00	6.62	114.92
Reported Date: 7/2/2019	Close Date: 10/1/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Cut-R Hand-Bit by dog					Recovery	0.00
					Deductible	0.00
					Net Incurred	114.92

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Maggard, Justin</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 208641	Status: Closed	Paid To Date	519.88	0.00	53.72	573.60
Age: 27	Day of Acc: Thursday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 7/11/2019	Time of Acc: 11:00 AM	Total Incurred	519.88	0.00	53.72	573.60
Reported Date: 7/12/2019	Close Date: 10/8/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Heat Prostration - Other Body System - Ee was servicing a truck when he became overheated.					Recovery	0.00
					Deductible	0.00
					Net Incurred	573.60

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Williams, Nicholas</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 208829	Status: Closed	Paid To Date	0.00	0.00	0.00	0.00
Age: 36	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 7/15/2019	Time of Acc: 11:00 AM	Total Incurred	0.00	0.00	0.00	0.00
Reported Date: 7/16/2019	Close Date: 8/1/2019					
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers						
Description: Contusion - Not Reported - Ee was loading manlift and fell off side of trailer					Recovery	0.00
					Deductible	0.00
					Net Incurred	0.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2019A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2019-A	
P.O. Box 11249	Policy Effective Date: 2/24/2019	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2020	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Hall, Harold</u>	Type: Medical Only	Medical	Indemnity	Expenses	Total
Case No: 209783	Status: Closed	Paid To Date 0.00	0.00	0.00	0.00
Age: 55	Day of Acc: Wednesday	O/S Reserves 0.00	0.00	0.00	0.00
Injury Date: 9/11/2019	Time of Acc: 05:21 PM	Total Incurred 0.00	0.00	0.00	0.00
Reported Date: 9/12/2019	Close Date: 12/9/2019				
Payroll Class: 7228 - Trucking-Local Hauling Only & Drivers					
Description: Injury - Shoulder & Chest - Ee was towing a vehicle when another car stopped abruptly and caused the two vehicles to collide				Recovery 0.00	
				Deductible 0.00	
				Net Incurred 0.00	

Totals for Policy Unit 1 Roberts Heavy Duty Towing Inc		Medical	Indemnity	Expenses	Total
Open Claims: 0	Paid To Date	7,699.74	38,816.74	8,788.99	55,305.47
Total Claims: 7	O/S Reserves	0.00	0.00	0.00	0.00
	Total Incurred	7,699.74	38,816.74	8,788.99	55,305.47
				Recovery 0.00	
				Deductible 0.00	
				Net Incurred 55,305.47	

Workplace Claims Summary for Unit 1

<u>Workplace No.</u>	<u>Workplace Name</u>	<u>Workplace Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	2285 Maggard Drive	7	55,305.47	0.00	55,305.47
2	Roberts Heavy Duty Towing Inc	757 E. 7th Street	0	0.00	0.00	0.00
<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	7	55,305.47	0.00	55,305.47

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units						
<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	7	55,305.47	0.00	55,305.47

Totals for Policy Number WC100-0017915-2019A		<u>Medical</u>	<u>Indemnity</u>	<u>Expenses</u>	<u>Total</u>	
Open Claims:	0	Paid To Date	7,699.74	38,816.74	8,788.99	55,305.47
Total Claims:	7	O/S Reserves	0.00	0.00	0.00	0.00
		Total Incurred	7,699.74	38,816.74	8,788.99	55,305.47
				Recovery		0.00
				Deductible		0.00
				Net Incurred		55,305.47

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2020A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2020-A	
P.O. Box 11249	Policy Effective Date: 2/24/2020	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2021	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Jones, Donald</u>	Type: Medical Only	Medical	Indemnity	Expenses	Total
Case No: 218471	Status: Closed	Paid To Date 0.00	0.00	0.00	0.00
Age: 61	Day of Acc: Tuesday	O/S Reserves 0.00	0.00	0.00	0.00
Injury Date: 1/26/2021	Time of Acc: 07:00 AM	Total Incurred 0.00	0.00	0.00	0.00
Reported Date: 2/9/2021	Close Date: 5/11/2021				
Payroll Class: 7225 - Automobile Towing & Drivers					

Description: Contusion- Finger- EE was retrieving gear from truck and slipped. EE smashed his finger	Recovery	0.00
	Deductible	0.00
	Net Incurred	0.00

Totals for Policy Unit 1 Roberts Heavy Duty Towing Inc	Medical	Indemnity	Expenses	Total
Open Claims: 0	Paid To Date 0.00	0.00	0.00	0.00
Total Claims: 1	O/S Reserves 0.00	0.00	0.00	0.00
	Total Incurred 0.00	0.00	0.00	0.00
			Recovery	0.00
			Deductible	0.00
			Net Incurred	0.00

Workplace Claims Summary for Unit 1

<u>Workplace No.</u>	<u>Workplace Name</u>	<u>Workplace Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	2285 Maggard Drive	1	0.00	0.00	0.00
2	Roberts Heavy Duty Towing Inc	757 E. 7th Street	0	0.00	0.00	0.00
<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	1	0.00	0.00	0.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units						
<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	1	0.00	0.00	0.00

Totals for Policy Number WC100-0017915-2020A		<u>Medical</u>	<u>Indemnity</u>	<u>Expenses</u>	<u>Total</u>
Open Claims:	0	Paid To Date	0.00	0.00	0.00
Total Claims:	1	O/S Reserves	0.00	0.00	0.00
		Total Incurred	0.00	0.00	0.00
				Recovery	0.00
				Deductible	0.00
				Net Incurred	0.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2021A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2021-A	
P.O. Box 11249	Policy Effective Date: 2/24/2021	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2022	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>MITCHELL, JARROD</u>	Type: Lost Time		Medical	Indemnity	Expenses	Total
Case No: 218982	Status: Closed	Paid To Date	7,432.40	2,451.79	514.86	10,399.05
Age: 45	Day of Acc: Thursday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 3/4/2021	Time of Acc: 11:00 AM	Total Incurred	7,432.40	2,451.79	514.86	10,399.05
Reported Date: 3/4/2021	Close Date: 6/16/2021					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Hernia- Abdomen- EE pulled driveline from truck and felt pain in his abdomen.					Recovery	0.00
					Deductible	0.00
					Net Incurred	10,399.05

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Jones, Donald</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 219967	Status: Closed	Paid To Date	65.55	0.00	138.77	204.32
Age: 61	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 5/10/2021	Time of Acc: 07:15 AM	Total Incurred	65.55	0.00	138.77	204.32
Reported Date: 5/10/2021	Close Date: 8/12/2021					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Contusion- Head- EE jacked up a plate to fix; EE was hit above his eye.					Recovery	0.00
					Deductible	0.00
					Net Incurred	204.32

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Appleman, Jerry</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 220138	Status: Closed	Paid To Date	297.01	0.00	22.64	319.65
Age: 69	Day of Acc: Thursday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 5/20/2021	Time of Acc: 11:30 AM	Total Incurred	297.01	0.00	22.64	319.65
Reported Date: 5/20/2021	Close Date: 8/23/2021					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Strain- Leg, Arm- EE was riding lawnmower and experienced leg swelling.					Recovery	0.00
					Deductible	0.00
					Net Incurred	319.65

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Appleman, Jerry</u>	Type: Lost Time		Medical	Indemnity	Expenses	Total
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ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2021A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2021-A	
P.O. Box 11249	Policy Effective Date: 2/24/2021	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2022	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Case No: 221777	Status: Closed	Paid To Date	225.76	0.00	13.35	239.11
Age: 69	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 8/16/2021	Time of Acc: 03:30 PM	Total Incurred	225.76	0.00	13.35	239.11
Reported Date: 8/18/2021	Close Date: 11/22/2021					
Payroll Class: 7225 - Automobile Towing & Drivers						

Description: Laceration- R Middle Finger- EE was washing a truck when he scraped his finger alongside bumper.

Recovery	0.00
Deductible	0.00
Net Incurred	239.11

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Maggard, Justin</u>	Type: Medical Only	Medical	Indemnity	Expenses	Total
Case No: 222488	Status: Closed	Paid To Date	118.31	0.00	23.79
Age: 27	Day of Acc: Thursday	O/S Reserves	0.00	0.00	0.00
Injury Date: 9/23/2021	Time of Acc: 11:30 PM	Total Incurred	118.31	0.00	142.10
Reported Date: 9/24/2021	Close Date: 2/3/2022				
Payroll Class: 7225 - Automobile Towing & Drivers					

Description: Laceration- R Middle Finger- EE was checking for a leak in coolant when he cut his finger.

Recovery	0.00
Deductible	0.00
Net Incurred	142.10

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Lunsford, David</u>	Type: Lost Time	Medical	Indemnity	Expenses	Total
Case No: 223560	Status: Open	Paid To Date	8,474.53	0.00	8,748.62
Age: 56	Day of Acc: Friday	O/S Reserves	11,525.47	0.00	16,501.38
Injury Date: 10/8/2021	Time of Acc: 02:45 AM	Total Incurred	20,000.00	0.00	25,250.00
Reported Date: 11/22/2021	Close Date:				
Payroll Class: 7225 - Automobile Towing & Drivers					

Description: Strain- Lower Back- EE was driving through intersection when another vehicle hit the rear of EE's truck.

Recovery	0.00
Deductible	0.00
Net Incurred	25,250.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2021A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2021-A	
P.O. Box 11249	Policy Effective Date: 2/24/2021	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2022	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Kelley, Curtis</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 223731	Status: Closed	Paid To Date	897.67	0.00	296.64	1,194.31
Age: 31	Day of Acc: Wednesday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 12/1/2021	Time of Acc: 07:00 AM	Total Incurred	897.67	0.00	296.64	1,194.31
Reported Date: 12/3/2021	Close Date: 6/17/2022					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Laceration- Eye (unspecified)- Crawled under vehicle to tow, stick poked him in the eye					Recovery	0.00
					Deductible	0.00
					Net Incurred	1,194.31

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Padgett, Richard</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 224079	Status: Reclosed	Paid To Date	682.46	0.00	51.19	733.65
Age: 60	Day of Acc: Thursday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 12/9/2021	Time of Acc: 02:00 PM	Total Incurred	682.46	0.00	51.19	733.65
Reported Date: 12/22/2021	Close Date: 6/21/2022					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Hernia- Abdomen- EE was in the wash bay washing a truck; EE Stepped off the truck and pulled something in his abdomen.					Recovery	0.00
					Deductible	0.00
					Net Incurred	733.65

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Waller, Jason</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 224126	Status: Closed	Paid To Date	193.76	0.00	26.33	220.09
Age: 51	Day of Acc: Wednesday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 12/22/2021	Time of Acc: 07:00 PM	Total Incurred	193.76	0.00	26.33	220.09
Reported Date: 12/27/2021	Close Date: 3/18/2022					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Strain- Lower Leg- EE climbed on boom-lift and heard a pop in his calf; EE also experienced pain.					Recovery	0.00
					Deductible	0.00
					Net Incurred	220.09

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Darr, Scott</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
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ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2021A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2021-A	
P.O. Box 11249	Policy Effective Date: 2/24/2021	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2022	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Case No: 229257	Status: Closed	Paid To Date	0.00	0.00	0.00	0.00
Age: 51	Day of Acc: Saturday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 10/9/2021	Time of Acc: 11:00 AM	Total Incurred	0.00	0.00	0.00	0.00
Reported Date: 9/29/2022	Close Date: 1/6/2023					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Injury- Knee- Not reported.					Recovery	0.00
					Deductible	0.00
					Net Incurred	0.00

Totals for Policy Unit 1 Roberts Heavy Duty Towing Inc		Medical	Indemnity	Expenses	Total
Open Claims: 1	Paid To Date	18,387.45	2,451.79	1,361.66	22,200.90
Total Claims: 10	O/S Reserves	11,525.47	0.00	4,975.91	16,501.38
	Total Incurred	29,912.92	2,451.79	6,337.57	38,702.28
				Recovery	0.00
				Deductible	0.00
				Net Incurred	38,702.28

Workplace Claims Summary for Unit 1						
<u>Workplace No.</u>	<u>Workplace Name</u>	<u>Workplace Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	2285 Maggard Drive	10	22,200.90	16,501.38	38,702.28
2	Roberts Heavy Duty Towing Inc	757 E. 7th Street	0	0.00	0.00	0.00
<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	10	22,200.90	16,501.38	38,702.28

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units

<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	10	22,200.90	16,501.38	38,702.28

Totals for Policy Number WC100-0017915-2021A

	<u>Paid To Date</u>	<u>Medical</u>	<u>Indemnity</u>	<u>Expenses</u>	<u>Total</u>
Open Claims: 1		18,387.45	2,451.79	1,361.66	22,200.90
Total Claims: 10	O/S Reserves	11,525.47	0.00	4,975.91	16,501.38
	Total Incurred	29,912.92	2,451.79	6,337.57	38,702.28
				Recovery	0.00
				Deductible	0.00
				Net Incurred	38,702.28

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2022A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2022-A	
P.O. Box 11249	Policy Effective Date: 2/24/2022	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2023	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Lunsford, David</u>	Type: Became Lost Time		Medical	Indemnity	Expenses	Total
Case No: 225559	Status: Open	Paid To Date	14,333.28	9,928.20	878.16	25,139.64
Age: 56	Day of Acc: Monday	O/S Reserves	35,166.72	21,054.70	3,371.84	59,593.26
Injury Date: 2/28/2022	Time of Acc: 12:00 PM	Total Incurred	49,500.00	30,982.90	4,250.00	84,732.90
Reported Date: 3/10/2022	Close Date:					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Contusion- Head- Another vehicle ran the stop light and hit EE's vehicle.					Recovery	0.00
					Deductible	0.00
					Net Incurred	84,732.90

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Maggard, Justin</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 225580	Status: Closed	Paid To Date	400.38	0.00	58.24	458.62
Age: 27	Day of Acc: Wednesday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 3/2/2022	Time of Acc: 01:20 PM	Total Incurred	400.38	0.00	58.24	458.62
Reported Date: 3/9/2022	Close Date: 6/17/2022					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Laceration- L Leg- As EE walked out of the parts room; something struck him and he was cut.					Recovery	0.00
					Deductible	0.00
					Net Incurred	458.62

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Cruse, Ralph</u>	Type: Lost Time		Medical	Indemnity	Expenses	Total
Case No: 225729	Status: Open	Paid To Date	132,454.86	52,395.88	5,500.37	190,351.11
Age: 54	Day of Acc: Friday	O/S Reserves	19,485.14	125,164.60	749.63	145,399.37
Injury Date: 3/18/2022	Time of Acc: 11:00 AM	Total Incurred	151,940.00	177,560.48	6,250.00	335,750.48
Reported Date: 3/21/2022	Close Date:					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Injury- Arm, Leg, Spleen- EE was working an accident scene; Car went passed cones and police cruiser and struck EE throwing him into windshield and onto the roadway.					Recovery	0.00
					Deductible	0.00
					Net Incurred	335,750.48

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Blankenship, Paul</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
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ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2022A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2022-A	
P.O. Box 11249	Policy Effective Date: 2/24/2022	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2023	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Case No: 229390	Status: Closed	Paid To Date	0.00	0.00	0.00	0.00
Age: 55	Day of Acc: Tuesday	O/S Reserves	0.00	0.00	0.00	0.00
Injury Date: 10/4/2022	Time of Acc: 11:00 AM	Total Incurred	0.00	0.00	0.00	0.00
Reported Date: 10/6/2022	Close Date: 1/13/2023					
Payroll Class: 7219 - Trucking: Noc-All Employees & Drivers						

Description: Contusion- L Arm, L Trunk- EE was cleaning the bed of his truck; EE slipped backwards but kept his balance until he reached the gravel. EE fell onto his left side.

Recovery	0.00
Deductible	0.00
Net Incurred	0.00

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Hall, Harold</u>	Type: Notification Only	Medical	Indemnity	Expenses	Total
Case No: 230504	Status: Closed	Paid To Date	0.00	0.00	0.00
Age: 55	Day of Acc: Monday	O/S Reserves	0.00	0.00	0.00
Injury Date: 12/12/2022	Time of Acc: 09:30 AM	Total Incurred	0.00	0.00	0.00
Reported Date: 12/13/2022	Close Date: 12/19/2022				
Payroll Class: 7219 - Trucking: Noc-All Employees & Drivers					

Description: Strain- Chest- EE was getting a van from the mud when he felt pain in his chest.

Recovery	0.00
Deductible	0.00
Net Incurred	0.00

Totals for Policy Unit 1 Roberts Heavy Duty Towing Inc		Medical	Indemnity	Expenses	Total
Open Claims: 2	Paid To Date	147,188.52	62,324.08	6,436.77	215,949.37
Total Claims: 5	O/S Reserves	54,651.86	146,219.30	4,121.47	204,992.63
	Total Incurred	201,840.38	208,543.38	10,558.24	420,942.00
				Recovery	0.00
				Deductible	0.00
				Net Incurred	420,942.00

Workplace Claims Summary for Unit 1

<u>Workplace No.</u>	<u>Workplace Name</u>	<u>Workplace Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	2285 Maggard Drive	5	215,949.37	204,992.63	420,942.00
2	Roberts Heavy Duty Towing Inc	757 E. 7th Street	0	0.00	0.00	0.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2022A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2022-A	
P.O. Box 11249	Policy Effective Date: 2/24/2022	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2023	Report Valued as of 5/3/2023
	Deductible Amount: 0	

<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	5	215,949.37	204,992.63	420,942.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units

<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	5	215,949.37	204,992.63	420,942.00

Totals for Policy Number WC100-0017915-2022A

	<u>Medical</u>	<u>Indemnity</u>	<u>Expenses</u>	<u>Total</u>
Open Claims: 2	Paid To Date 147,188.52	62,324.08	6,436.77	215,949.37
Total Claims: 5	O/S Reserves 54,651.86	146,219.30	4,121.47	204,992.63
	Total Incurred 201,840.38	208,543.38	10,558.24	420,942.00
			Recovery	0.00
			Deductible	0.00
			Net Incurred	420,942.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2023A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2023-A	
P.O. Box 11249	Policy Effective Date: 2/24/2023	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2024	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Durham, Michael</u>	Type: Lost Time		Medical	Indemnity	Expenses	Total
Case No: 232093	Status: Open	Paid To Date	0.00	0.00	0.00	0.00
Age: 32	Day of Acc: Tuesday	O/S Reserves	2,000.00	0.00	500.00	2,500.00
Injury Date: 3/14/2023	Time of Acc: 05:40 PM	Total Incurred	2,000.00	0.00	500.00	2,500.00
Reported Date: 3/14/2023	Close Date:					
Payroll Class: 7225 - Automobile Towing & Drivers						
Description: Injury- Neck, Shoulder- EE was sitting in his tow truck when a car lost control and broadsided his truck door.					Recovery	0.00
					Deductible	0.00
					Net Incurred	2,500.00

Unit: 1 Roberts Heavy Duty Towing Inc - WP: 1 Roberts Heavy Duty Towing Inc, 2285 Maggard Drive

Employee: <u>Padgett, Richard</u>	Type: Medical Only		Medical	Indemnity	Expenses	Total
Case No: 232647	Status: Open	Paid To Date	0.00	0.00	0.00	0.00
Age: 60	Day of Acc: Tuesday	O/S Reserves	500.00	0.00	500.00	1,000.00
Injury Date: 4/11/2023	Time of Acc: 10:00 AM	Total Incurred	500.00	0.00	500.00	1,000.00
Reported Date: 4/12/2023	Close Date:					
Payroll Class: 7219 - Trucking: Noc-All Employees & Drivers						

ClearPath Mutual Insurance Co.

Loss Experience Report

Insured No: 17915	Policy No: WC100-0017915-2023A	
Insured: Roberts Heavy Duty Towing Inc	Policy Year: 2023-A	
P.O. Box 11249	Policy Effective Date: 2/24/2023	Policy Years 2018 through 2023
Lexington, KY 40574	Policy Expiration Date: 2/24/2024	Report Valued as of 5/3/2023
	Deductible Amount: 0	

Description: Inflammation- R knee- EE was washing a truck; EE stepped down the ladder and hurt his knee.	Recovery	0.00
	Deductible	0.00
	Net Incurred	1,000.00

Totals for Policy Unit 1 Roberts Heavy Duty Towing Inc		Medical	Indemnity	Expenses	Total
Open Claims: 2	Paid To Date	0.00	0.00	0.00	0.00
Total Claims: 2	O/S Reserves	2,500.00	0.00	1,000.00	3,500.00
	Total Incurred	2,500.00	0.00	1,000.00	3,500.00
				Recovery	0.00
				Deductible	0.00
				Net Incurred	3,500.00

Workplace Claims Summary for Unit 1

<u>Workplace No.</u>	<u>Workplace Name</u>	<u>Workplace Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	2285 Maggard Drive	2	0.00	3,500.00	3,500.00
2	Roberts Heavy Duty Towing Inc	757 E. 7th Street	0	0.00	0.00	0.00
<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	2	0.00	3,500.00	3,500.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Unit Claims Summary for All Units						
<u>Unit No.</u>	<u>Unit Name</u>	<u>Unit Address</u>	<u>Claim Count</u>	<u>Total Paid</u>	<u>Total Reserve</u>	<u>Total Incurred</u>
1	Roberts Heavy Duty Towing Inc	P.O. Box 11249	2	0.00	3,500.00	3,500.00

Totals for Policy Number WC100-0017915-2023A						
			<u>Medical</u>	<u>Indemnity</u>	<u>Expenses</u>	<u>Total</u>
Open Claims:	2	Paid To Date	0.00	0.00	0.00	0.00
Total Claims:	2	O/S Reserves	2,500.00	0.00	1,000.00	3,500.00
		Total Incurred	2,500.00	0.00	1,000.00	3,500.00
					Recovery	0.00
					Deductible	0.00
					Net Incurred	3,500.00

ClearPath Mutual Insurance Co.

Loss Experience Report

Totals for Policy Years 2018 to 2023

		<u>Medical</u>	<u>Indemnity</u>	<u>Expenses</u>	<u>Total</u>
Open Claims: 5	Paid To Date	180,484.54	112,440.67	22,857.53	315,782.74
Total Claims: 33	O/S Reserves	68,677.33	146,219.30	10,097.38	224,994.01
	Total Incurred	249,161.87	258,659.97	32,954.91	540,776.75
				Recovery	0.00
				Deductible	0.00
				Net Incurred	540,776.75

Roberts Heavy Duty Towing Inc.

	<u>WC</u>	<u>AUTO</u>	<u>GL</u>
2021-2022			
2020-2021			
2019-2020			
2018-2019	\$ 14,495.00	\$ 118,003.00	
2017-2018	\$ 42,896.00	\$ -	\$ -
2016-2017	\$ 1,342.00	\$ 11,097.00	
2015-2016	\$ 49,780.00	\$ 23,003.00	
2014-2015		\$ 15,247.00	

* The above represents a recap of losses for our insured.

Elizabeth A Baldwin, CPSR, CISR, CPIA, CRIS
Oswald Companies
5000 Foote Road
Medina, OH 44256

Office: 216-367-8787

ROBERTS HEAVY DUTY TOWING, INC.

Customer Number: 4440000013
 Producer Name: THE JAMES B. OSWALD COMPANY DBA JAMES B. OSWALD COMPANY SE
 Producer Number: 4110080
 Losses valued as of 05/01/2023
 Run Date: 5/2/2023 02:59 PM



TPC440001301 (11/01/2019 to 11/01/2020)

File Number	Date of Loss	Date Reported	State	Claimant	Type	Status	Date Closed	Loss Paid	Loss Reserve	Expense Paid	Expense Reserve	Feature Total Incurred Amount	Facts of Loss	Driver
000001342265	11/21/2019	11/22/2019	KY	EBYBROWN COMPANYLLC	PROPERTY DAMAGE	CLOSED	01/10/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED SIDESWIPE CLMT	Itai Bear
000001342265	11/21/2019	11/22/2019	KY	ROBERTS HEAVY DUTY TOWING	COLLISION	CLOSED	01/10/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED SIDESWIPE CLMT	Itai Bear
000001345283	01/01/2020	01/02/2020	KY	DAHAL MADHAV	PROPERTY DAMAGE	CLOSED	01/09/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT REARENDED INSURED	KADEN BROWN
000001346753	01/17/2020	01/17/2020	KY	LAKESHA HARRIS	PROPERTY DAMAGE	CLOSED	02/18/2020	\$4,979.84	\$0.00	\$152.00	\$0.00	\$5,131.84	INS COLLIDED CHANGING LANES	Michael Blackburn
000001348209	01/27/2020	02/04/2020	KY	AUTO LINE EXPRESS LLC	ALL OTHER LOSSES	CLOSED	03/10/2020	\$1,500.00	\$0.00	\$403.56	\$0.00	\$1,903.56	OTHER	JAVEN THOMPSON
000001348437	02/05/2020	02/05/2020	KY	AMBER RAYBURN	PROPERTY DAMAGE	CLOSED	02/25/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED REARENDED CLMT	JEFF TAGGET
000001355270	06/04/2020	06/18/2020	KY	VIRGINIA HARRIS	BODILY INJURY	CLOSED	08/13/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NOT APPLICABLE/ MISC	
000001355985	07/05/2020	07/07/2020	KY	JAMES LYONS	PROPERTY DAMAGE	CLOSED	08/10/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT CROSSED CENTER LINE	GARY ONEY
000001355985	07/05/2020	07/07/2020	KY	ROBERTS HEAVY DUTY TOWING	COLLISION	CLOSED	07/09/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT CROSSED CENTER LINE	GARY ONEY
TPC440001301 Total								\$6,479.84	\$0.00	\$555.56	\$0.00	\$7,035.40		

ROBERTS HEAVY DUTY TOWING, INC.

Customer Number: 4440000013
 Producer Name: THE JAMES B. OSWALD COMPANY DBA JAMES B. OSWALD COMPANY SE
 Producer Number: 4110080
 Losses valued as of: 05/01/2023
 Run Date: 5/2/2023 02:43 PM



TPC440001302 (11/01/2020 to 11/01/2021)

File Number	Date of Loss	Date Reported	State	Claimant	Type	Status	Date Closed	Loss Paid	Loss Reserve	Expense Paid	Expense Reserve	Feature Total Incurred Amount	Facts of Loss	Driver
000001368319	02/12/2021	02/15/2021	KY	RILEY CARTER	PROPERTY DAMAGE	CLOSED	02/25/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT LOST CONTROL	NICK LUCIANO
000001369181	02/24/2021	02/26/2021	WV	DAVID S WALTERS	PROPERTY DAMAGE	CLOSED	04/02/2021	\$7,482.40	\$0.00	\$0.00	\$0.00	\$7,482.40	INS COLLIDED IN INTERSECTION	KEVIN FLANIGIN
000001371649	04/08/2021	04/08/2021	KY	IMOGENE KOUTOULAS	PROPERTY DAMAGE	CLOSED	05/13/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED REARENDED CLMT	Matthew McCarty
000001374474	05/17/2021	05/18/2021	OH	KISSELL BROS SHOWS V	PROPERTY DAMAGE	CLOSED	06/16/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT COLLIDED CHANGING LANES	JASON BAKAY
000001375573	05/28/2021	06/04/2021	KY	RODRICA L LYVERS	PROPERTY DAMAGE	CLOSED	06/16/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED COLLIDED BACKING UP	JASON BAKAYL
000001376340	06/16/2021	06/16/2021	TN	RONALD L RYAN	PROPERTY DAMAGE	CLOSED	07/28/2021	\$2,811.31	\$0.00	\$291.02	\$0.00	\$3,102.33	INSURED COLLIDED BACKING UP	JASON BAKAY
000001379989	08/14/2021	08/18/2021	OH	RICHMOND A BAFFOUR	BODILY INJURY	CLOSED	02/24/2022	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	INS COLLIDED CHANGING LANES	Mathew Baker
000001379989	08/14/2021	08/18/2021	OH	RICHMOND A BAFFOUR	PROPERTY DAMAGE	CLOSED	11/02/2021	\$3,903.44	\$0.00	\$133.47	\$0.00	\$4,036.91	INS COLLIDED CHANGING LANES	Mathew Baker
000001386401	10/08/2021	10/08/2021	KY	DAVID LUNSFORD	MEDICAL PAYMENTS, PIP	CLOSED	11/20/2022	\$0.00	\$0.00	\$197.95	\$0.00	\$197.95	OTHER	DAVID LUNSFORD
TPC440001302 Total								\$15,447.15	\$0.00	\$622.44	\$0.00	\$16,069.59		

ROBERTS HEAVY DUTY TOWING, INC.

Customer Number: 4440000013
 Producer Name: THE JAMES B. OSWALD COMPANY DBA JAMES B. OSWALD COMPANY SE
 Producer Number: 4110080
 Losses valued as of 05/01/2023
 Run Date: 5/2/2023 02:43 PM



TPC440001303 (11/01/2021 to 11/01/2022)

File Number	Date of Loss	Date Reported	State	Claimant	Type	Status	Date Closed	Loss Paid	Loss Reserve	Expense Paid	Expense Reserve	Feature Total Incurred Amount	Facts of Loss	Driver
000001387629	11/16/2021	11/22/2021	KY	UNKNOWN CLAIMANT7FE8928	PROPERTY DAMAGE	CLOSED	12/10/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT SIDESWIPE INSURED	Nathaniel Mullins
000001391235	01/05/2022	01/17/2022	KY	DAN COOLEY	PROPERTY DAMAGE	CLOSED	02/04/2022	\$142.15	\$0.00	\$0.00	\$0.00	\$142.15	INSURED COLLIDED TURNING LEFT	MATTHEW HEDGES
000001391722	01/23/2022	01/24/2022	KY	UNKNOWN CLAIMANT2A1916C	PROPERTY DAMAGE	CLOSED	03/02/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT COLLIDED TURNING LEFT	Victor Brock
000001394483	02/24/2022	02/25/2022	KY	LEXINGTON PD	PROPERTY DAMAGE	CLOSED	03/08/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED LOST CONTROL	David McKimney
000001394683	02/28/2022	03/01/2022	KY	JOSEPH WEIKEL	PROPERTY DAMAGE	CLOSED	06/14/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT COLLIDED IN INTERSECTION	Louios Lunsford
000001397758	04/09/2022	04/11/2022	KY	UNKNOWN CLAIMANT31D09DC	BODILY INJURY	CLOSED	05/10/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT REARENDED INSURED	TERRANCE SKELLY
000001397758	04/09/2022	04/11/2022	KY	UNKNOWN CLAIMANTCC22678	BODILY INJURY	CLOSED	05/10/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT REARENDED INSURED	TERRANCE SKELLY
000001397758	04/09/2022	04/11/2022	KY	UNKNOWN CLAIMANTCC22678	PROPERTY DAMAGE	CLOSED	04/15/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT REARENDED INSURED	TERRANCE SKELLY
000001398008	04/12/2022	04/13/2022	KY	HUDSON LOGISTICS INC	PROPERTY DAMAGE	CLOSED	04/25/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT FAIL TO YIELD STRUCK INS	CURTIS KELLEY
000001400436	05/13/2022	05/16/2022	KY	GREGORY BRANDY	BODILY INJURY	CLOSED	06/17/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	PASSENGER INJURY	Mathew Hedges
000001400940	05/21/2022	05/23/2022	KY	LENIN O FRIAS	PROPERTY DAMAGE	CLOSED	05/23/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT COLLIDED CHANGING LANES	JAMES HILL
000001400940	05/21/2022	05/23/2022	KY	ROBERTS HEAVY DUTY TOWING,	COLLISION	CLOSED	06/09/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT COLLIDED CHANGING LANES	JAMES HILL

File Number	Date of Loss	Date Reported	State	Claimant	Type	Status	Date Closed	Loss Paid	Loss Reserve	Expense Paid	Expense Reserve	Feature Total Incurred Amount	Facts of Loss	Driver
000001406812	08/15/2022	08/16/2022	KS	ROBERT MCKINNEY	BODILY INJURY	CLOSED	01/06/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED CROSSED CENTER LINE	NATHANIEL MULLINS
000001406812	08/15/2022	08/16/2022	KS	ROBERT MCKINNEY	PROPERTY DAMAGE	CLOSED	10/30/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED CROSSED CENTER LINE	NATHANIEL MULLINS
000001406831	08/11/2022	08/16/2022	IL	CITY OF EFFINGHAM	PROPERTY DAMAGE	CLOSED	09/21/2022	\$7,176.00	\$0.00	\$0.00	\$0.00	\$7,176.00	INSURED HIT STATIONARY OBJECT	NICK WILLIAMS
000001407456	08/15/2022	08/24/2022	KY	ROBERT MCKINNEY	BODILY INJURY	CLOSED	02/20/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED SIDESWIPE CLMT	NATHANIEL MULLINS
000001407456	08/15/2022	08/24/2022	KY	ROBERT MCKINNEY	PROPERTY DAMAGE	CLOSED	09/27/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INSURED SIDESWIPE CLMT	NATHANIEL MULLINS
000001410741	10/03/2022	10/05/2022	KY	UNKNOWN CLAIMANTC2E63B2	PROPERTY DAMAGE	CLOSED	10/20/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	INS COLLIDED CHANGING LANES	Kevin Juran
000001410752	03/19/2022	10/05/2022	KY	RALPH CRASE	UNDERINSURED MOTORISTS, BODILY INJURY	CLOSED	01/05/2023	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	PEDESTRIAN STRUCK BY VEHICLE	RALPH CRASE
000001410754	10/04/2022	10/05/2022	KY	DIANA WOODRUM	BODILY INJURY	OPEN		\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	CLMT COLLIDED CHANGING LANES	MATT BAKER
000001410754	10/04/2022	10/05/2022	KY	DIANA WOODRUM	PROPERTY DAMAGE	CLOSED	03/25/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CLMT COLLIDED CHANGING LANES	MATT BAKER
TPC440001303 Total								\$67,318.15	\$10,000.00	\$0.00	\$0.00	\$77,318.15		

BOYD

CAT

Boyd Company

1900 Jaggie Fox Way
Lexington, KY 40511
859.254.2756 tel

March 22, 2023

Mr. Todd Slatin
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Dear Mr. Slatin,

Please accept this letter as confirmation that Roberts Heavy Duty Towing, Inc. maintains a code to our equipment storage yard, and is authorized to enter our yard on a 24-hour basis and remove any equipment which they desire to rent. The attached equipment selection guide details the machinery we generally have available.

Sincerely,



Chris Garner
Rental Manager

NEW NAME. SAME OWNER. SAME GREAT TEAM.
WHAYNE SUPPLY & WALKER MACHINERY ARE NOW BOYD CAT.®



BOYD **CAT** **T H E**
Rental
S T O R E .

THE BEST TEAM. THE MOST MACHINES.
HASSLE-FREE RENTAL SUPPORT AND THE BEST EQUIPMENT SELECTION



RENTAL POWER SOLUTIONS AVAILABLE **BoydCat.com · 855-4BOYDCO**
ELECTRIC POWER | COMPRESSED AIR | TEMPERATURE CONTROL

UTILITY CARTS

4x4 Two Seater
4x4 Four Seater
Electric Cart Two Seater



RIDE ON SWEEPERS

Broce 350 w/Blade – Ride on 8' broom with A/C cab and blade
BW260 – 8' towable broom



COMPACTION EQUIPMENT

Plate Compactor
Rammers
Trench Roller



WELDERS

Towable 250 to 500 Amp Diesel
Portable units upon request



AIR COMPRESSORS AND TOOLS

185 CFM to 400 CFM
30, 60, and 90 lb Breakers
Rock Drills and Chipping Hammers
Underground piercing tools



GENERATORS

Generators 2.5kW to 40kW



PUMPS

2", 3" Electric, Submersible, Portable
2", 3", 4" Gas, Trash, Portable
4", 6", 8" Diesel, Trash, Towable, Self Priming



POWER BUGGY

Wheeled Buggy 16 cu. ft.
Track Buggy 16 cu. ft.



CONCRETE EQUIPMENT

Trowel 36' and 48" walk behind
Concrete Hopper 3/4 CYD, 1.5 CYD
Concrete Vibrators
14" Handheld Cutoff Saws
18" to 36" Walk Behind Saws
Diamond/Abrasive Blades
Core Drills and Bits
Concrete Floor Grinders



MIXERS

Concrete Mixer 9 cu. ft.
Mortar Mixer 9 cu. ft.



HANDHELD TOOLS

Electric Breakers
Gas Breakers
Hammer Drills
**Full Line of Hilti Products*



ELECTRIC COMPACT CONSTRUCTION

Model	Type	Power	Weight (lb)		
Cratos CMX18	Mini Excavator	Electric 110V	3,642	7.5' Dig Depth	6-12 hrs runtime
Cratos 100ECO 2 Speed	Mini Skid Steer	Electric 110V	1,800	595 lb Operating Capacity	9 hrs runtime
Cratos ES800	Dumper	Electric 110V	1,075	Max payload 1,764 lbs	8-10 hrs runtime



AVAILABLE WORK TOOLS



Asphalt Cold Planers



Brush Cutters/
Mulching Head



Grapple Buckets/
Multi-Purpose Buckets



Harley Rakes/
Landscape Rakes



Trenchers



Auger with Bits



Hydraulic Hammers



Pickup & Angle Brooms



Pallet Forks



Grapple Rake

WHEEL LOADERS



(HEIGHT BUCKET PIN)

Model	HP	Bucket (CYD)	Weight (lb)	Max Lift	Breakout (Lbf)
906	74	1.6	12,346	10.58	9,666
908	74	2	14,032	11.17	11,464
910	100	2.5	17,893	11.3	12,595-14,853
914	100	2.5	19,315	11.42	13,926-17,726
920	121	2.5	21,742	11.75	17,348-20,085
926	153	6.5	28,770	12.08	19,893-22,550
930	164	6.5	30,879	12.08	24,427-27,274
938	188	6.5	36,216	12.25	26,474-29,035

ROLLERS - SMOOTH/PAD FOOT



Model	Drum Width	Type	Static Weight (lb)
CS44	66"	Single Drum	15,212
CS56/CS11 GC	84"	Single Drum	25,474/24,775
CP44	66"	Single Drum Pad Foot	16,083
CP56/CP11 GC	84"	Single Drum Pad Foot	25,849/25,109

RUBBER TRACK CARRIER



Model	HP	Max Load (lb)	Machine Weight (lb)
MST1500VD	225	15,435	24,720
MST1500VDR	225	15,435	28,100
MST2200VD	250	24,255	31,820
MST2200VDR	250	24,255	35,273
MST3000VD	300	33,100	33,140

ASPHALT ROLLERS



Model	Drum Width	Type	Static Weight (lb)
RD12	35.4"	Double Drum	2,689
CB24	47"	Double Drum	6,395
CB36	55"	Double Drum	8,856
CB54/CB10	67"	Double Drum	20,945
CB54 XW/CB13	79"	Double Drum	28,440
CB64/CB15	84"	Double Drum	28,958

FORKLIFTS



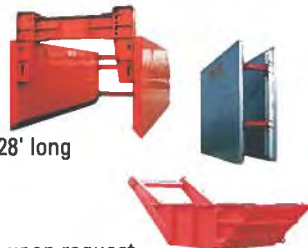
Model	Lift Capacity (lb)	Lifting Height	Gross Weight (lb)	Fuel Type
GP20N	4,000	277"	7,370	Gas/LPG
GP25N5/FG25N5	5,000	277"	7,990	Gas/LPG
GP30N5/FG30N5	6,000	277"	9,400	Gas/LPG
DP40N	8,000	238"	13,050	Diesel
GP45N	9,000	238"	13,820	Gas/LPG

BACKHOE LOADERS



Model	HP	Weight (lb)	Dig Depth
416	74	22,466	14.3'
420/420 IT	93	24,251	14.3'
430/430 IT	108	24,251	15.4'

TRENCH SHORING



Steel boxes from 4' to 10' high, 8' to 28' long
 Aluminum boxes available
 Stone Savers, 5yd, 7yd, 9yd, 12yd
 Road Plates, 4'x8', 8'x10', other sizes upon request
 Slide Rail Systems available upon request
 Manhole Shields height 4' to 8', width 8' to 12'

TELEHANDLERS



Model	HP	Lift Capacity (lb)	Lift Height	Weight (lb)
TH255	74	5,500	18.37'	11,000
TH407	100	8,150	24'	19,753
TL642	100	6,500	42'	22,002
TL943	111	9,000	43'	25,750
TH514	75	11,000	45.6'	26,211
TL1055	142.1	10,000	54.9'	31,879
TL1255	142.1	12,000	54.6'	34,361
P65.14 HM	170	14,400	45.6'	34,800
P120.10 HM	170	26,500	32.2'	35,750

ON-ROAD DUMP TRUCKS

Single Axle 5/6 yd
 Utility Dump truck 2/3 yd
 Tri Axle Dump Truck



WATER TRUCKS

2,000, 4,000, and 5,000 gallon capacity



RENTAL PRODUCTS

DOZERS



Model	HP	Weight (lb)	Blade Options
D1/D3	80	17,465	VPAT/Mulcher
D2/D4	92	18,007	VPAT
D3/D5	104	20,313	VPAT
D4/D6K	130	29,258	VPAT
D5/D6N	166	36,943	VPAT
D6/D6T	215	47,138	VPAT, SU, S, A
D7/D7E	238	57,441	SU, S, A
D8/D8T	312	86,900	S, SU, A

Units with rippers, winches, and mulchers also available as well as LGP under carriages.

TRACK LOADERS



Model	HP	Weight (lb)	Bucket Range (yd)
953	154	33,852	2.4
963	193	44,138	3.2

HYDRAULIC HAMMERS



Model	Ft/Lbs	Carrier
H65	800	CTL/Mini HEX
H95	1,500	BHL/307/308
H110	2,000	311/315
H115	3,000	316/318
H130	4,500	320/323/325
H140	6,000	326/329/330/335
H160	8,500	336
H180	12,000	349

MOTOR GRADERS



Model	HP	Weight (lb)	Moldboard Length
Noram 65E	114	16,800	10'
120M2/120	139	35,067	12'
12M3/140	179	42,647	12'
140M3/150	200	43,950	12'/14'



SCAN THE QR CODE TO VIEW THE FULL EQUIPMENT RENTAL LINE.

EXCAVATORS



Model	HP	Weight (lb)	Dig Depth	Width
300.9	13	2,061	5.68'	2.4'
301.7	17.7	3,810	7.22'	3.25'
302	21	4,987	8.4'	4.6'
302.4	17.7	5,115	7.87'	4.59'
302.7	20.7	5,890	8' 4"/9'	5.15'
303	23.5	7,782	9.08'	5'
303.5	31.6	7,734	9.6'	5.8'
304	40.2	8,996	10.25'	6.42'
305	40.2	11,443	10.75'	6.5'
305.5	44.1	11,958	11.42'	6.5'
306	55.9	15,766	13.5'	6.5'
307	50.6	16,028	13.4'	7.58'
308	69.5	20,077	15.2'	7.58'
309	70.3	20,731	15.08'	8.08'
310	70.3	22,447	17.08'	8.08'
311	70	28,660	18.33'	8.75'
313 GC	73	30,400	19.8'	8.1'
313	92	33,080	19.83'	8.83'
315 GC	98	34,000	19.6'	8.8'
315	97	37,794	19.5'	8.83'
316	116	38,801	21.53'	8.83'
317 GC	119	38,100	21'	8.5'
317	130	40,200	21'	8.8'
318	117	42,340	20'	8.83'
320 GC	146	48,281	22'	10.4'
320	172	50,265	22.1'	10.43'
323	172	56,200	22.1'	9.9'
325	172	49,604	22'	9.8'
326	201	57,100	22.38'	10.5'
330 GC	202	67,700	23.8'	10.5'
330	273	68,100	23.8'	11.1'
335	273	77,000	22.11'	10.11'
336 GC	273	80,500	27'	10.8'
336	311	81,900	26.9'	11.3'
349	424	105,200	25.1'	11.9'
374	484	158,200	28.1'	11.17'
395	542	207,300	31.9'	12.9'

Compact Radius Units, Long Reach Models up to 60', Steel and Rubber Tracks, Wheeled on Select Models, Ask About Our Excavator Attachments


ARTICULATED TRUCKS (EMPTY WEIGHT)



Model	HP	Weight (lb)	Capacity (CYD)	(RATED PAYLOAD) Max Load
Hydrema 912 HM	141	41,270	7.3	11.023 ton
Hydrema 922G HM	314	31,195	15.7	24 ton
725	320	50,795	19.6	26.5 ton
730	375	52,305	23	31 ton
735	452	69,225	26.8	36 ton
740 GC	511	71,377	31.9	40 ton
745	511	73,553	32.7	45.2 ton

RENTAL PRODUCTS

SCISSOR LIFTS

Electric		Lift Cap.	Power
13'		500 lb	Electric
15'		600 lb	Electric
19'		500 lb	Electric
19' Micro		500 lb	Electric
20'		800 lb	Electric
26'		1,000 lb	Electric
26' Narrow		500 lb	Electric
32'		700 lb	Electric
32' Narrow		500 lb	Electric
40'		770 lb	Electric
46'		770 lb	Electric

Rough Terrain

26'	500 lb	IC
33'	1,000 lb	IC
40'	1,500 lb	IC/Dual Fuel
53'	1,500 lb	IC

Low Level Access

7' Push Around	330 lb	Manual
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Vertical Mast Lift

12' Driveable	500 lb	Electric
15' Driveable	500 lb	Electric
20' Driveable	350 lb	Electric
30'/40' Push Around	350 lb	Electric

Vertical Mast Lift with Jib

26' Toucan		
32' Toucan		

MINI SKID STEER LOADERS

Model	HP	Weight (lb)	Bkt Width	Rated Op Cap (lb)
SK800	52	5,710	60"-66"	1,400
SK1050	65.8	5,705	60"	1,550
SK1550	73.2	6,559	66"	1,800
SK3000	73.2	6,980	66"	2,150

SKID STEER LOADERS

Model	HP	Weight (lb)	Bkt Width	Rated Op Cap (lb)
226	67.1	5,849	68"	1,550
232	67.1	6,514	68"	1,900
236	74.3	6,567	68"	1,800
242	74.3	7,138	74"	2,200
246	74.3	7,478	74"	2,200
262	74.3	8,296	80"	2,700
272	98	9,133	80"	3,400
272 XE	110	9,573	80"	3,700

High flow available

BOOM LIFTS



Electric Articulating Boom	Lift Cap.	Power
30'	500 lb	Electric
33'	500 lb	Electric
34'	500 lb	Electric
40'	500 lb	Electric
45'	500 lb	Electric
60'	500 lb	Electric

Rough Terrain - Straight

40'	500 lb	IC
45'/46'	500 lb	IC
60'	500 lb	IC
65'/66'	500 lb	IC
65' Tracked	500 lb	IC
80'	500 lb	IC
80' Tracked	500 lb	IC
85'/86'	500 lb	IC
125'	500 lb	IC

Rough Terrain - Articulating

45'	500 lb	IC
60'/62'	500 lb	IC
80'	500 lb	IC
135'	600 lb	IC

Tow Behind

50'	500 lb	Electric
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Gas/LP models available

Skypower and Welder Ready units available



COMPACT TRACK LOADERS

Model	HP	Weight (lb)	Bkt Width	Rated Op Cap (lb)
239	65.8	7,289	66"	2,050
249	67.1	7,685	66"	2,300
259	74.3	8,945	66-70"	2,900
279	74.3	9,893	78"	2,935
289	72.9	10,533	78"	3,800
299	95	11,275	78"	4,600

High flow available

Multi Terrain Loaders

Model	HP	Weight (lb)	Bkt Width	Rated Op Cap (lb)
247	56	6,997	66"	2,150
257	74.3	8,048	66"	2,800

SITECH TECHNOLOGY RENTAL OFFERINGS



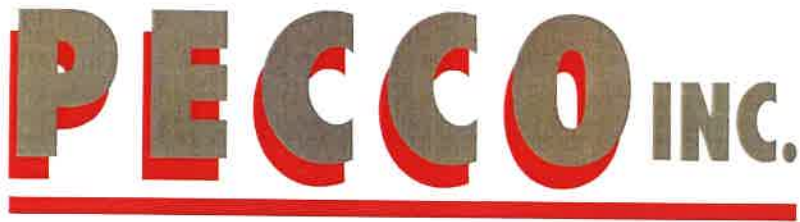
ON MACHINE RENTALS

GPS Guidance Control
Laser Guidance Control
UTS (robotic) Guidance Control

OFF MACHINE RENTALS

GPS Base Station
GPS Rover
Robotic Total Station
Pipe Laser
Grade Lasers

Full line of contractor supplies available.



**Perdue Environmental
Contracting CO., Inc.**
Est. 1991

April 6, 2023

Mr. Todd Slatin

Division of Central Purchasing

Lexington-Fayette Urban County Government

200 East Main Street

Lexington, KY 40507

Mr. Todd Satin

This letter serves as confirmation that Roberts Heavy Duty Towing, Inc. is provided with full access to our equipment storage yards and is authorized to enter our yards on a 24 - hour basis. They have been given permission to remove any equipment from our storage lot that is needed for rental purposes.

Best Regards

A handwritten signature in blue ink, appearing to read "Scottie Perdue", is written over a light blue horizontal line.

Scottie Perdue

President

Perdue Environmental Contracting Co, Inc.

PECCO

250 Etter Drive, Nicholasville, KY 40356
859-887-5508