

**INVITATION TO BID**

Bid Invitation Number: 130-2011

Date of Issue: 12/27/2011

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **01/10/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 360 Thompson Rd, Lexington, KY

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

<b>Commodity/Service</b>
<b>Baler for Material Recovery Facility</b>
See specifications.

<p style="text-align: center;"><b><u>Check One:</u></b></p> <p><input type="checkbox"/> Bid Specifications Met</p> <p><input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><b><u>Proposed Delivery:</u></b></p> <p>June 10, 2012</p> <p>_____ days after acceptance of bid.</p>
<p style="text-align: center;"><b><u>Procurement Card Usage</u></b></p> <p><input type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input checked="" type="checkbox"/> No</p>	

Submitted by:

Municipal Equipment, Inc.

See attached proposal for pricing.

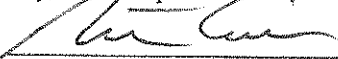
*Firm*

6305 Old Shepherdsville Road

*Address*

Louisville, Ky. 40228

*City, State & Zip*



President

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

***Signature of Authorized Company Representative – Title***  
Mike Coriell

*Representative's Name (Typed or printed)*

502-962-9527

502-962-6499

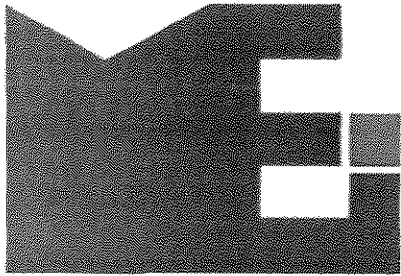
*Area Code - Phone – Extension*

*Fax #*

mequip@iglou.com

*E-Mail Address*

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



**Municipal Equipment, Inc.**  
**6305 Old Shepherdsville Road**  
**Louisville, KY 40228**  
**(502) 962-9527**  
**FAX: (502) 962-6499**  
**mequip@iglou.com**

**QUOTE**

**Number:** 1-9-12-1  
**Date:** 1-9-12  
**Page:** 1

**To:**  
 Lexington Fayette Urban County Government  
 Division of Central Purchasing  
 200 East Main Street, Room 338  
 Lexington, Ky. 40507  
 RE:ITB#130-2011 Baler for material recovery facility

**Ship To:**

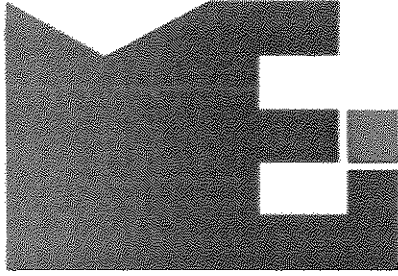
Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
See below	Mike Coriell	Lexington, Ky.	BW	Net 15 days	INCLUDED: NOT INCLUDED: x	INCLUDED: NOT INCLUDED: x

QTY	Description	Unit Price	Total Price
1	<p>We are pleased to offer the following proposal for a new baler as follows:            Marathon Nexgen Model 2R450W-102 2 Ram baler to meet or exceed all specifications except as noted below:</p> <ul style="list-style-type: none"> <li>• Stamper option in lieu of pre compression lid</li> <li>• 12" main cylinder in lieu of 13" operating at 4000 PSI system pressure in lieu of 3500 PSI</li> <li>• 8" ejector cylinder in lieu of 9" operating at 4000 PSI system pressure in lieu of 3500 PSI</li> <li>• 800 gallon reservoir in lieu of 1500 gallon</li> <li>• 20HP oil cooler pump motor in lieu of 5HP</li> <li>• 3HP cooler fan motor in lieu of 7.5HP</li> <li>• Laser type positioning and control system in lieu of proximity switches</li> <li>• 102" x 57.75" charge box opening in lieu of 90" x 57.5"</li> <li>• 12.3 seconds cycle time in lieu of 9 seconds (note that our charge box is 102" long by 90")</li> <li>• Warranty on main baler structure and platen is <u>5 years/10,000 hours</u> in lieu of 3 years/6000 hours</li> </ul> <p>Net Bid price including trade in</p> <p>See Page 2 for continuation of quote</p>		\$351,465.00

MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

SUBTOTAL	
TAX	
FREIGHT	
MISCELLANEOUS	
BALANCE DUE	



**Municipal Equipment, Inc.**  
 6305 Old Shepherdsville Road  
 Louisville, KY 40228  
 (502) 962-9527  
 FAX: (502) 962-6499  
 mequip@iglou.com

**QUOTE**


Number: 1-9-12-1  
 Date: 1-9-12  
 Page: 2

**To:**  
 Lexington Fayette Urban County Government  
 Division of Central Purchasing  
 200 East Main Street, Room 338  
 Lexington, Ky. 40507  
 RE:ITB#130-2011 Baler for material recovery facility

**Ship To:**

Delivery	Sales Rep	FOB	Ship Via	Terms	Sales Tax	Excise Tax
See below	Mike Coriell	Lexington, Ky.	BW	Net 15 days	INCLUDED: NOT INCLUDED: x	INCLUDED: NOT INCLUDED: x

QTY	Description	Unit Price	Total Price
	Delivery and Installation: No later than June 10, 2012 provided a Purchase Order is received within 30 days of bid opening.  <u>Options:</u> Ethernet capability in lieu of phone modem add \$1,000.00  Service calls and PM's in addition to two (2) scheduled factory maintenance trips after start up are available from our Louisville based Service Center for \$540.00.		

  
 MUNICIPAL EQUIPMENT, INC.

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

<b>SUBTOTAL</b>	
<b>TAX</b>	
<b>FREIGHT</b>	
<b>MISCELLANEOUS</b>	
<b>BALANCE DUE</b>	

**AFFIDAVIT**

Comes the Affiant, Mike Coriell, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Presidnet and he/she is the individual submitting the bid or is the authorized representative of Municipal Equipment, 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.

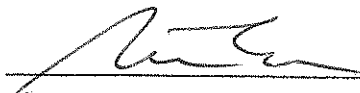
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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 Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mike Coriell  on this the 9th day of January 2012, 2011.

My Commission expires: 10/18/2015

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

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes   X              No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #130-2011 Baler for Material Recovery Facility"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of 5 percent of the bid price must be attached

hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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



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

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

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

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

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

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

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

**SPECIAL INSTRUCTIONS TO THE BIDDER**

**(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

**Performance Security:** The **APPARENT LOW BIDDER** shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the **BIDDER'S** bid be accepted, a **Performance Bond or Certified Check**, payable to the Lexington-Fayette Urban County Government, in the penal sum of **100%** of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

**EQUAL OPPORTUNITY AGREEMENT**

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The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

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

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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


\*\*\*\*\*

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

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

Bidders

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

  
\_\_\_\_\_  
Signature

Municipal Equipment, Inc.  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Municipal Equipment, Inc.

Date: 1 / 9 / 2012

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1	1									
Professionals	5	5									
Superintendents											
Supervisors	1	1									
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	2		2								
Skilled Craft											
Service/Maintenance	6	5					1				
<b>Total:</b>	<b>15</b>	<b>12</b>	<b>2</b>				<b>1</b>				

Prepared by:   
Name & Title

**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. The goal for the utilization of certified MBE/WBE's 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 Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals**

**PART 1 - GENERAL**

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

**PART 2 - PROCEDURES**

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 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)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE 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.

### PART 3 - DEFINITIONS

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

### PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE 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.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE 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.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
  - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
    1. A periodical in general circulation throughout the region
    2. A Minority-Focused periodical in general circulation throughout the region
    3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    4. Bidder shall include copies of dated advertisement with his submittal

- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. 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. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.





## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings  
Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**  
Tyrone Tyra, Minority Business Development  
[TTYRA@commercelexington.com](mailto:TTYRA@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**  
Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**  
Dee Dee Harbut /UK SBDC  
[dharbut@uky.edu](mailto:dharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**  
James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**  
Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**  
Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**  
Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**  
Tom Back  
800-626-2250 or 502-564-2064  
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**  
[www.nmsdc.org](http://www.nmsdc.org)

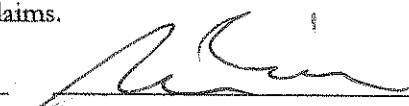
**LFUCG MBE/WBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 130-2011

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	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 MBE/WBE 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.

Municipal Equipment, Inc.  
 Company  
1/9/12  
 Date

  
 By  
President  
 Title

**LFUCG MBE/WBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 130-2011

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

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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.					

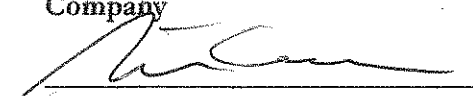
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Municipal Equipment, Inc.

1/9/12

Company

Date



President

Company Representative

Title



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 130-2011

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


Company Name <b>Municipal Equipment, Inc.</b>	Contact Person <b>Mike Coriell</b>
Address/Phone/Email <b>6305 Old Shepherdsville Rd Louisville, Ky. 40228</b>	Bid Package / Bid Date <b>130-2011 1/10/2012</b>
<b>502-962-9527 mequip@iglou.com</b>	

MBE/WBE 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
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.

Municipal Equipment, Inc.  
Company  
1/9/12  
Date

  
Company Representative  
President  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 130-2011

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

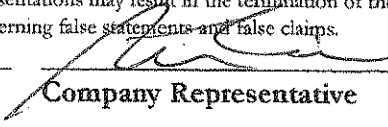
Project Name/ Contract # Baler for Material Recovery Facility	Work Period/ From: _____ To: _____
Company Name: Municipal Equipment, Inc.	Address: 6305 Old Shepherdsville Lou, Ky.
Federal Tax ID: 610714748	Contact Person: Mike Coriell

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.

Municipal Equipment, Inc.

Company

  
Company Representative

1/9/12

President

Date

Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** 130-2011

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

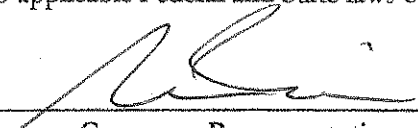
- N/A    Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- N/A    Sponsored Economic Inclusion event to provide networking opportunities
- N/A    Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- N/A    Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- N/A    Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- N/A    Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- N/A    Other  
Please list any other methods utilized that aren't covered above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Municipal Equipment, Inc.

**Company**

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

1/9/12

**Date**

President

**Title**

**KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
LOCALITY NO. 008**

Determination No. CR-6-008

Date of Determination: June 10, 2011

**PROJECT NO. 034-B-01013-11-6**

BLDG       HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-6-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

**BUILDING CONSTRUCTION**

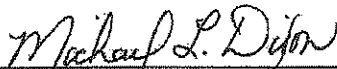
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

**HIGHWAY CONSTRUCTION**

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

**HEAVY CONSTRUCTION**

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



\_\_\_\_\_  
Michael L. Dixon, Commissioner  
Department of Workplace Standards  
Kentucky Labor Cabinet



**ASBESTOS/INSULATION WORKERS:**

		BASE RATE	\$24.37
		FRINGE BENEFITS	10.90

**BOILERMAKERS:**

		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

**BRICKLAYERS:**  
 Bricklayers:

		BASE RATE	\$23.58
		FRINGE BENEFITS	10.78

Firebrick & Refractory:

		BASE RATE	\$24.79
		FRINGE BENEFITS	10.82

Sawman & Layman:

		BASE RATE	23.83
		FRINGE BENEFITS	10.78

**CARPENTERS:**  
 Carpenters: BUILDING

		BASE RATE	\$20.63
		FRINGE BENEFITS	11.70

Piledrivermen: BUILDING

		BASE RATE	\$21.13
		FRINGE BENEFITS	11.70

Carpenters: HEAVY & HIGHWAY

		BASE RATE	\$25.45
		FRINGE BENEFITS	12.35

Piledriver: HEAVY & HIGHWAY

		BASE RATE	\$25.70
		FRINGE BENEFITS	12.35

Divers: HEAVY & HIGHWAY

		BASE RATE	\$38.55
		FRINGE BENEFITS	12.35

**CEMENT MASONS:**

		BASE RATE	\$15.51
		FRINGE	.59

**ELECTRICIANS:**

		BASE RATE	\$29.27
		FRINGE BENEFITS	13.08

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

**LINEMAN:** HEAVY HIGHWAY

		BASE RATE	\$30.09
		FRINGE BENEFITS	10.94

**EQUIPMENT OPERATOR:** HEAVY HIGHWAY

		BASE RATE	\$26.90
		FRINGE BENEFITS	10.31

**GROUNDSMAN:** HEAVY HIGHWAY

		BASE RATE	\$17.79
		FRINGE BENEFITS	8.51

**ELEVATOR CONSTRUCTORS:**

	BASE RATE	\$30.46
	FRINGE BENEFITS	8.92

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**GLAZIERS:**

	BASE RATE	\$23.70
	FRINGE BENEFITS	11.40

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**IRONWORKERS:**

	BASE RATE	\$25.77
	FRINGE BENEFITS	18.54

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**LABORERS / BUILDING:**

**BUILDING GROUP 1:** General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$19.56
	FRINGE BENEFITS	9.54

**BUILDING GROUP 2:** All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$19.96
	FRINGE BENEFITS	9.54

**BUILDING GROUP 3:** Asphalt paver screwman, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$20.16
	FRINGE BENEFITS	9.54

**BUILDING GROUP 4:** Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$20.26
	FRINGE BENEFITS	9.54

**BUILDING GROUP 5:** Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$20.76
	FRINGE BENEFITS	9.54

**BUILDING GROUP 6:** Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$21.06
	FRINGE BENEFITS	9.54

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**\*Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

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**LABORERS / HEAVY & HIGHWAY:**

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swamper, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$20.61
	FRINGE BENEFITS	10.35

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$20.86
	FRINGE BENEFITS	10.35

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$20.91
	FRINGE BENEFITS	10.35

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$21.51
	FRINGE BENEFITS	10.35

**MARBLE, TILE & TERRAZZO:**

Finishers:	BASE RATE	\$15.88
Setters:	BASE RATE	\$22.54

**MILLWRIGHTS:**

BASE RATE	\$23.73
FRINGE BENEFITS	15.12

**OPERATING ENGINEERS / BUILDING:**

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$26.55
	FRINGE BENEFITS	13.00

**OPERATING ENGINEERS / BUILDING: CONTINUED**

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$25.55
	FRINGE BENEFITS	13.00

\*Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$22.81
	FRINGE BENEFITS	13.00

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$22.04
	FRINGE BENEFITS	13.00

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**OPERATING ENGINEERS / HEAVY HIGHWAY:**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$26.35
	FRINGE BENEFITS	13.00

**OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED**

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$25.35
	FRINGE BENEFITS	13.00

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$22.93
	FRINGE BENEFITS	13.00

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$23.31
	FRINGE BENEFITS	13.00

HEAVY HIGHWAY CLASS C: Bituminous distributor, burfap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$22.67
	FRINGE BENEFITS	13.00

\*\*Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

**PAINTERS:**

Brush, roller & paperhanger:

	BASE RATE	\$17.87
	FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

	BASE RATE	\$18.37
	FRINGE BENEFITS	9.10

**PLASTERERS:**

	BASE RATE	\$20.65
	FRINGE BENEFITS	5.85

**PLUMBERS & PIPEFITTERS:**

	BASE RATE	\$28.20
	FRINGE BENEFITS	14.86

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**ROOFERS: (Excluding Metal Roofs)**

	BASE RATE	\$16.65
	FRINGE BENEFITS	4.95

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**SHEETMETAL WORKERS: (Including Metal Roofs)**

	BASE RATE	\$28.00
	FRINGE BENEFITS	13.59

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**SPRINKLER FITTERS:**

	BASE RATE	\$29.00
	FRINGE BENEFITS	16.75

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**TRUCK DRIVERS / BUILDING:**

Truck Helper and Warehouseman:

BUILDING	BASE RATE	\$19.05
	*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:

BUILDING	BASE RATE	\$19.17
	*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:

BUILDING	BASE RATE	\$19.28
	*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:

BUILDING	BASE RATE	\$19.35
	*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:

BUILDING	BASE RATE	\$19.45
	*FRINGE BENEFITS	11.08

**BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. \*TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) calendar days within any ninety (90) consecutive day period of that employer.**

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**TRUCK DRIVERS / HEAVY HIGHWAY:**

Mobile batch truck helper: HEAVY & HIGHWAY

	BASE RATE	\$16.57
	FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:

HEAVY & HIGHWAY	BASE RATE	\$16.68
	FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:

HEAVY & HIGHWAY	BASE RATE	\$16.86
	FRINGE BENEFITS	7.34

**TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED**

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

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**END OF DOCUMENT**  
**CR-6-008**  
**JUNE 10, 2011**

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or misconduct, or errors or omissions, in connection with the performance of this contract; (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER; or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

**4.0 INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 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 OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the Contractor's insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. OWNER 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 OWNER.
- 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 OWNER.
- d. The General Liability Policy shall include Product Liability coverage endorsement or proof that the CGL coverage includes Product Liability Coverage.
- e. OWNER 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.
- f. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

#### 4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 OWNER 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

#### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

#### 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

### 5.0 **DEFINITION OF DEFAULT**

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER 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 this Contract.

00276166

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**Request for Bid# 130-2011 Baler for Material Recovery Facility**  
**Two Ram, High Density, High Capacity, Fully Automated,**  
**with Automatic Wire Tie System**

Lexington-Fayette Urban County Government requests bid proposals for the purchase of a turn-key operation, new two-ram industrial baler for the Division of Waste Management's Material Recovery Facility; including trade-in of an 8-year old, single-ram baler towards total bid price. Existing baler being traded was re-lined January 27, 2011, at a cost of \$61,233.20 and was last serviced October 12, 2011.

Baler has a 9-month old L&P Pinnacle wire-tying system; the bid quote for the new baler must include an L&P Pinnacle wire tie system (or equivalent) with the same specifications as the wire-tie installed on existing baler, including options. Specifications for existing wire tie system:

- Pinnacle Wire Strapping Head (set for 11 or 12 ga. wire)
- Complete Track Assembly
- EZ Mount Frame
- Operator's Control Panel w/PLC Micrologics 1100 (LCD Screen and Diagnostics)
- Pinnacle Designed System Hydraulics
- Safety Covers and Operator Safety Package
- Painted L&P Wire-Tie Black
- Pinnacle Designed Escapement and Pay-off Assembly
- Options:
  - Spare Pinnacle CORE Insert Assembly (set for 11 or 12 ga. wire)
  - Spare Pinnacle Gauge Parts for the Core Insert Assembly

To be considered, the proposed equipment must be equivalent to the specifications identified within this bid solicitation. Representatives of LFUCG will make the determination of equivalency/comparability based on the information and data provided within the proposal submitted by the bidder. The bidder's proposal to Lexington Fayette Urban County Government shall be **comprehensive**; including the design and supply of all items listed in this proposal and proposed delivery date. Installation is expected to be completed within ten (10) days of delivery and should be completed no later than June 10, 2012, unless otherwise approved by the Project Manager.

**SELLER PROVISIONS:**

- Connection to exist Hustler baler feed conveyor
- Freight from factory to final destination.
- Receipt, unloading and storage of the equipment at the job site.
- Erection and installation of all items.
- Fabrication and assembly of the equipment including any special or custom fabrication necessary to facilitate correct operation of baler's connection to the Material Recovery Facility (MRF) processing system.

- ✓ • Fieldwork of any kind, including, but not limited to, removal and preparation of existing system for trade in.
  - ✓ • Detachment, disassembly of and loading of existing baler equipment onto common carrier.
  - ✓ • Site preparation, including foundations, anchor bolts, piers, earthwork and/or modifications to existing structure.
  - ✓ • External wiring, conduit, master remote control panels, and power distribution equipment.
  - ✓ • Starter, electrical, mechanical and hydraulic and/or pneumatic interlocks between existing plant equipment/other equipment requiring connection.
  - ✓ • Push-button control-station panels.
  - ✓ • Inlet and discharge chutes between conveyors or feeders.
  - ✓ • All hydraulic oil needed to operate compliant with warranty requirements; the hydraulic oil must be a premium "AW" grade hydraulic oil.
  - ✓ • Round steel strapping AWG #11 suitable for the Pinnacle L&P Model Pin 1.
  - ✓ • Any other equipment not itemized in this Proposal.
  - ✓ • Testing, cleaning and finish painting of the equipment.
  - ✓ • Any sales or use taxes.
  - ✓ • Free advisory telephone diagnosis during seller's normal business hours and entire warranty period.
  - ✓ • Factory technician on site for install/start up/ training for 5 days.
  - ✓ • Two (2) scheduled factory maintenance trips, 6 months and 12 months after start up.
- MARATHON/NEXGEN MODEL 2R450W-102

**BASIC FEATURES & OPERATIONAL REQUIREMENTS (or equivalent):**

- ✓ • Pre-compression lid system STAMPER OPTION
- The pre-compression lid has lid stops to prevent over-travel N/A
- Main cylinder with special Teflon™ (or equivalent) rod bushing to reduce wear
- ✓ • Fully automatic operations
- ✓ • Meets or exceeds Category 3, fully-redundant safety requirements (CAT3 per EN954-1:1996, PL "d" per EN ISO 13849-1:2006)
- ✓ • All motors are TEFC
- ✓ • 24V DC control voltage
- ✓ • Equipped with phone modem or a network connection system
- ✓ • Programmed to make an oversized bale automatically
- ✓ • Minimum of 20 different recipes for material selection
- ✓ • Color, touch control screen for setting up and selecting material to bale
- ✓ • Able to generate production reports with detail of number of bales made per period.
- ✓ • Can produce high-density bales when baling plastics.
- ✓ • The ability to specify number of straps.

**HYDRAULIC (or equivalent):**

- ✓ Main Pumps 596 GPM (1920 1pm @ 50 HZ) Total Pump Flow
- ✓ System Pressure 3500 PSI (241 BAR) 4000 PSI
- ✓ Main Cylinder 13 In Bore (330 mm) 12"

- ✓ Ejector Cylinder 9 in Bore (230 mm) 8"
- ✓ Bale Door Cylinder 8 in Bore (203 mm)
- ✓ Precompression Lid Cyl. 8 In Bore (203 mm) Optional *N/A STAMPER OPTION*
- ✓ Total Force 464,330 LB (211 Metric Tons) *452,460 lb*
- ✓ Ram Face Pressure 276 PSI (19 BAR) *270*
- ✓ Oil Reservoir 1500 Gallon (5670 liters) *800*
- ✓ Filtration 5 Micron Replacement Element Filter
- ✓ Pinnacle L&P Wire-Tie (11 or 12 gauge - identical to wire tie on existing baler, see L&P specifications attached)

**ELECTRICAL (or equivalent):**

- ✓ Main Motor Two (2) 100 HP (75Kw), 1750 (1450) RPM, 460 (400) Volt, 60 (50) Hz, Special Duty, 3 Phase, TEFC, High Efficiency, Wye-delta starting system
- ✓ Cooler Pump Motor 5 HP (3.75 Kw), 460 (400) Volt, 60 (50) Hz, 3-Phase *20 HP*
- ✓ Cooler Fan Motor 7.5 HP (5.6 Kw), 460 (400) Volt, 60 (50) Hz, 3-Phase *3 HP*
- ✓ Strapper Pump Motor 10 HP (7.5 Kw), 460 (400) Volt, 60 (50) Hz, 3-Phase
- ✓ Main Enclosure NEMA 12 rated enclosure containing power circuit breaker, Wye-delta motor starter, 24 Volt DC control transformer and Allen-Bradley programmable logic controller (PLC) wired to conveniently located and numbered terminal blocks.
- ✓ Operator's Console Operator's Console will have a touch screen with Interface to control the Baler's Manual, Semi-Automatic or Automatic repeat functions wired to conveniently located and numbered terminal blocks. Main pressure and oil temperature indication are provided for Diagnostics.
- ✓ Control Switches Proximity type limit switches to control the position of the main rams protectively mounted to prevent scrap or waste from hindering operation. *L A S E R*
- ✓ Photocell Infrared Type, 0-15 seconds adjustable time delay for the utilization of the automatic-repeat function.
- ✓ Wiring All wires are marked at both ends with oil-resistant. Markings and are protected in steel conduits except in areas where adjustment is required and then are protected by flexible conduit. Design of conduit layout is such as to provide moisture wicking from critical components.

**STRUCTURAL (or equivalent - able to fit in existing space):**

- ✓ Length Overall 36 Ft (11 meters) - not to exceed
- ✓ Width Overall 21 Ft (6.4 meters) - not to exceed
- ✓ Charging Hopper Height 7 Ft 6 In (2286mm) W/lid 13 Ft 1in (4 meters) - not to exceed

- ✓ Charge Box Opening 90 In (2290 mm) Long x 57.5 In (1460 mm) Wide *102" L x 57.75" W*
- ✓ Charge Box Opening W/Lid 90 In (2290 mm) Long x 60 in (1524 mm) Wide
- ✓ Shear Blade *STAMPER* Knife Steel, Reversible
- ✓ Shipping Weight 55 Tons (50 Metric Tons) or more w/lid (50 Ton minimum)

**CONSTRUCTION (or equivalent):**

- ✓ Main Frame All Main Assemblies to be heavy steel weldments and structural weldments of cellular design.
- ✓ Liner Plates All wear surface covered with segmented high abrasion resistant Hardox 400 or equal for ease of replacement.
- ✓ Rams Structural and heavy steel plate box type weldments. All ram wear surfaces are covered by replaceable High Abrasion Resistant Hardox 400 or equal segmented liners.
- ✓ Hydraulic Reservoir Heavy steel plate baffled weldment with provision for clean out. The interior of the tank is thoroughly cleaned prior to filling with oil for baler testing.
- ✓ Bale Door/Relief Heavy structural and steel plate weldments fitted with High Abrasion Resistant Hardox 400 or equal liners.
- ✓ Lid (Optional) Heavy steel plate weldments and fitted with High Abrasion Resistant Hardox 400 or equal liners. *N/A STAMPER OPTION*
- ✓ Hoppers Steel plate fabrication.

**PERFORMANCE (or equivalent):**

- ✓ Bale size 45 in (1143mm) Wide x 31 in (787 mm) high x 64 in (1626 mm) long
- ✓ Bale Volume 50 Cubic Feet (1.4 Cubic Meters) Expanded
- ✓ Cycle Time Approximate 9 (12 @ 50 hz) Seconds (no load- main cylinder only) *12.3 SEC DUE TO 102" LONG CHARGE BOX*

MATERIAL	MATERIAL INFEED DENSITY	BALE WEIGHT	DENSITY BALED	OUTPUT NO LID TONS/ HR	OUTPUT W/LID TONS/ HR
*OCC	2-4 lb/FT <sup>3</sup> 32-64 kg/m <sup>3</sup>	UP TO 1500 LB UP TO 680 KG	UP TO 30 LB/FT <sup>3</sup> UP TO 480 kg/m <sup>3</sup>	UP TO 24 TPH UP TO 18 MT/HR	UP TO 24 TPH UP TO 18 MT/HR
*NEWS	6-8 LB/FT <sup>3</sup> 96-128 kg/m <sup>3</sup>	UP TO 1700 LB UP TO 770 KG	UP TO 34 LB/FT <sup>3</sup> UP TO 544 kg/m <sup>3</sup>	UP TO 40 TPH UP TO 31 MT/HR	UP TO 40 TPH UP TO 31 MT/HR
*Hi Grades	8-10 LB/FT <sup>3</sup> 128-160 kg/m <sup>3</sup>	UP TO 1800 LB UP TO 820 KG	UP TO 36 LB/FT <sup>3</sup> UP TO 576 kg/m <sup>3</sup>	UP TO 40 TPM UP TO 31 MT/HR	UP TO 40 TPH UP TO 31 MT/HR
*PET	.5-2 lb/FT <sup>3</sup> 8-32 kg/m <sup>3</sup>	UP TO 1400 LB UP TO 636 KG	UP TO 28 LB/FT <sup>3</sup> UP TO 448 kg/m <sup>3</sup>	UP TO 8 TPH UP TO 6 MT/HR	UP TO 12 MPH UP TO 9 MT/HR
*UBC	1-4 LB/FT <sup>3</sup> 16-64 kg/m <sup>3</sup>	UP TO 1200 LB UP TO 545 KG	UP TO 24 LB/FT <sup>3</sup> UP TO 384 kg/m <sup>3</sup>	UP TO 15 TPH UP TO 11 MT/HR	UP TO 18 TPH UP TO 14 MT/HR
*TIN CANS	4-6 LB/FT <sup>3</sup> 64-96 kg/m <sup>3</sup>	UP TO 2400 LB UP TO 1090 KG	UP TO 48 LB/FT <sup>3</sup> UP TO 768 kg/m <sup>3</sup>	UP TO 30 TPH UP TO 23 MT/HR	UP TO 30 TPH Up To 23 MT/HR
*MISC ALUMINIUM	1-4 lb/FT <sup>3</sup> 16-64 kg/m <sup>3</sup>	UP TO 1700 LB UP TO 770 KG	UP TO 35 LB/FT <sup>3</sup> UP TO 560 kg/m <sup>3</sup>	UP TO 8 TPH UP TO 6 MT/HR	N/A
RADIATORS (CU & AL)	2-4 LB/FT <sup>3</sup> 32-64 kg/m <sup>3</sup>	UP TO 2600 LB UP TO 1180 KG	UP TO 52 LB/FT <sup>3</sup> UP TO 832 kg/m <sup>3</sup>	UP TO 20 TPH UP TO 15 MT/HR	N/A
*SOLID WASTE	8-12 LB/FT <sup>3</sup> 128-192 kg/m <sup>3</sup>	UP TO 2400 LB UP TO 1090 KG	UP TO 48 LB/FT <sup>3</sup> UP TO 768 kg/m <sup>3</sup>	UP TO 44 TPH UP TO 33 MT/HR	UP TO 46 TPH UP TO 35 MT/HR

**Note on Specification:**

Performance rates, bale weights, and bale densities are subject to moisture content, material pre-bale densities, feed rates, and other variables in baling. All tons per hour as shown are based upon feeding this baler with a waterfall conveyor system and automatic variable material metering system.

**PHONE MODEM (or equivalent):**

Included in the manufacturer package is a modem that should be connected through a dedicated phone line. Diagnostic services, including troubleshooting can be performed through the modem by factory technicians. This engineering/troubleshooting/diagnostic service is provided at no additional cost for customers who are connected through a functioning modem. Engineering/ troubleshooting/diagnostic service for customers that do not have a modem connection is subject to troubleshooting fees. When the problem requires more than 2 hours of Engineering support.

**PROGRAMMABLE CONTROLLER (or equivalent):**

Utilize a programmable Allen Bradley controller employing a graphical display panel. The programmer-controller has multi material selection capability, which allows for quick material change and real-time recording of processing data within discrete files for each material being baled.



**POPPET MANIFOLD (or equivalent):**

The state of the art poppet manifold allows the hydraulic system to operate very efficiently. Because of the poppet design the hydraulic shock is reduced which adds life to the hydraulic system. The pressure drop is greatly reduced by the size of the poppets therefore reducing horse power requirements.

**SOFT START MOTOR CONTROL (or equivalent):**

The standard motor control should use a WYE-Delta starting control system to reduce power in-rush during startup, increase the motor life, reduce electrical power consumption, and cost associated with motor startup.

**WARRANTY SHOULD PROVIDE EQUIVALENT OR GREATER COVERAGE AS REFLECTED BELOW:**

Warranty period will commence at time of start-up.

Baler shall be free from defects in material and workmanship under normal use and service.

Warranty Shall Include:

3 years or 6,000 hours (whichever occurs soonest) on main baler structure and main platen assembly ~~5 YEAR / 10,000 HOURS~~

2 years or 4,000 hours (whichever occurs soonest, excluding seals) on major component Parts, Electric Motors, Directional Valves, Pumps, and Cylinder Rod & Tube (Also, ISO code 18/16/13 fluid cleanliness levels must also be met or exceeded. Baler Owner will be responsible to periodically collect Hydraulic fluid samples in accordance with published lubrication industry engineering instructions.).

1 year or 2000 hours (whichever occurs soonest) on labor.



**NEXGEN® GALAXY 2R®**  
**TWO-RAM BALER SPECIFICATIONS**  
**2R-450W-102 - FULL PENETRATION MODELS**  
 Specification #450W102 Revision Date: 1/15/2009

**Application** - Most medium density recyclable fibers, plastic and metal recyclables & low density MSW

**Construction** - Heavy-duty structural members properly jugged & fixtured to ensure proper alignment.  
 CAD designed reinforced & braced as required by engineering standards.

**GENERAL PERFORMANCE SPECIFICATIONS**

Charge Box Size		102"			
Horsepower	100	2 x 50	2 x 75	2 x 100	
GPM	200	274	300	434	
Average Dry Cycle Time in Sec.**	23.9	18.1	16.7	12.3	
Cycles per Minute	2.5	3.3	3.5	4.8	
Eject Cycle Time (5 ties)***	30 Sec.	28 Sec.	28 Sec.	26 Sec.	
Oil Capacity	400 Gal.	600 Gal.	600 Gal.	800 Gal.	
Displacement (CF/HR)	14,900	19,700	21,400	29,000	
Infeed Density	Efficiency	TONS per Hour			
1.5 LB/CF	55%	6.1	8.1	8.8	12.0
3 LB/CF	46%	10.3	13.6	14.8	20.0
4.5 LB/CF	38%	12.7	16.8	18.3	24.8
6 LB/CF	32%	14.3	18.9	20.5	27.8

**PRESSURE SPECIFICATIONS**

Compressing Cylinder	12" Diameter - 160" Stroke - 9" Rod
Eject Cylinder	8" Diameter - 90" Stroke - 6" Rod
Normal Operating Pressure	4,000 PSI
Full Penetration Stroke	5" From Compression Wall
Compressing Force (PSI)	452,400# - 226 Tons (270 PSI)
Ejector Force (PSI)	201,000# - 100 Tons (188 PSI)

**DIMENSIONAL SPECIFICATIONS**

Feed Opening	57 3/4" W x 102" L			
Charge Box (Cube)	60" W x 102" L x 28" H (99.1 CF)			
Length	35'-11" (add 3'-6" f/ hyd clearance)			
Width	18'-8" (add 2' f/ hyd clear, add 7' f/ bale table)			
Body Height	55"			
Top of Hopper	98"			
Weight (incl power unit, no oil)	100 -85,900#	2x50 -92,000#	2x75 -93,000#	2x100 -95,600#
Weight w/Stamper Option (incl p.u.)	100 -91,400#	2x50 -97,500#	2x75 -98,500#	2x100 -101,100#

**BALE WEIGHT & DENSITIES**

Bale Size - Approximately 30" High x 45" Wide x 64" Long - (50 cubic feet)

**Maximum Weights & Densities\***

OCC	Up to 1,700# - (34#/CF)	UBC	Up to 1,100# - (22#/CF)
ONP	Up to 1,700# - (34#/CF)	PET	Up to 1,500# - (30#/CF)
Mixed Office Waste	Up to 1,700# - (34#/CF)	HDPE	Up to 1,600# - (32#/CF)
Copper Wire	Up to 3,000# - (60#/CF)	Steel Cans	Up to 2,000# - (40#/CF)
Aluminum Siding or Sheet	Up to 1,900# - (38#/CF)	MSW	Up to 2,500# - (50#/CF)

\* Bale weights, densities and production ratings are based on the typical infeed densities indicated. Feed rates and densities may be affected by feed method, moisture content and material shapes. Production will be less when using the NexDoor®. NEXGEN® balers meet existing ANSI standards at the time of manufacture

\*\* Cycle times include 2-1/2 seconds for decompression and valve shift.

\*\*\* Eject cycle times are with a plug bale and no bale door.

Power unit does not include hydraulic fluid.

**NEXGEN TWO-RAM BALER SPECIFICATIONS  
GALAXY 2R-450W-102 MODELS**

**ELECTRICAL SPECIFICATIONS**

Main Motor	100 HP, 2x50 HP, 2x75 HP, or 2x100 HP - TEFC
Main Voltage	460 Volt - 3 Phase - 60 Hertz
Starting Arrangement	Across the Line
Motor Control Center	UL Listed NEMA 12 Enclosure
Control Voltage	24 Volt DC - 120 VAC
Controls	PLC Controls with Bale Recipes and Diagnostics
Operator Interface	TFT Color Touchscreen
Disconnect	Lockable Circuit Breaker

**HYDRAULIC SPECIFICATIONS**

Powerpack Type	Flooded Suction Type with High-Flow Hydraulic Manifold
Pump System - 4000 PSI	Low Pressure Vane Pump & High Pressure Piston Pump (100 HP Vane Pumps)
Powerpack Location	Floor-mounted located on ejector side of compression cylinder
Air to Oil Cooler	1 HP (100) - 3 HP (2x50, 2x75, & 2x100) Fan
Circulating Pump	2 HP(100 HP) - 20 HP(2x50, 2x75, & 2x100) - Includes Tier Circuit
Filtration	(100, 2x50, 2x75, & 2x100) 10 Micron
Tier Flow	12 GPM
Cylinder mount	Cross-tube self adjusting mount

**GENERAL FEATURES**

Automatic Wire Tier	Accent 470 or L & P Model 330 or 340 or equal
Adjustable gib bars (hold-downs) from outside the machine	
Shear Beam is adjustable from outside the machine (S-7)	
Infrared Actuators (2 sets); Ultrasonic (2 sets)	
Regenerative hydraulic circuit	
Automation Pkg w/Infeed Management System	
Long Range Laser Sensor & Positioning on Main Ram, Ejector Ram, & NexDoor	
Ram shear blade is replaceable and reversible	
Body shear blade is serrated & replaceable	
Tongue & groove charge chamber floor	
Metals Package	
NexDoor System - serves as separation door, bale release, bale clamp & allows bale width variation	
Hopper View Door	
5' Bale Table	
Free-standing operator center with PLC Controls and Color Touchscreen Interface	
CAD documented replaceable abrasive resistant steel liners on the floor, and sides	
Paint - baked on - 12 standard colors	

**AVAILABLE OPTIONS**

Operator Platform & Stairs
Hopper Monitoring System (High Definition Camera & Monitor)
Operators Cabin with A/C & Heat
Material Stamper
10" Color Enhanced Multi-language Touchscreen Interface
Solid Waste Package
Conveyor Controls with VFD or Motor Starter
Additional Photocell Actuators
Oil heater
Other wire tiers
Other voltages
Other hopper arrangements
Modem

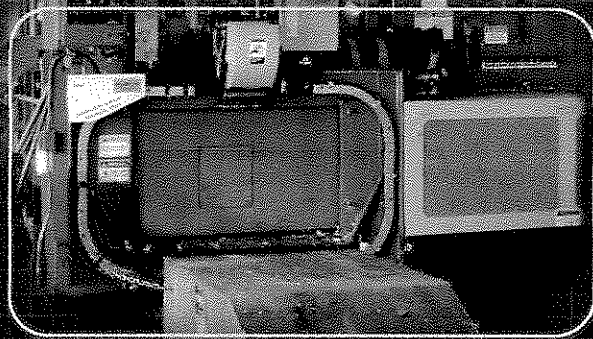
WIDE MODELS

# GALAXY 2R<sup>®</sup>

## TWO RAM BALERS

The GALAXY 2R Two-Ram Balers feature a combination of the latest electronics technology and advanced structural engineering to make the most powerful and efficient balers available.

Featuring NexDoor<sup>®</sup>



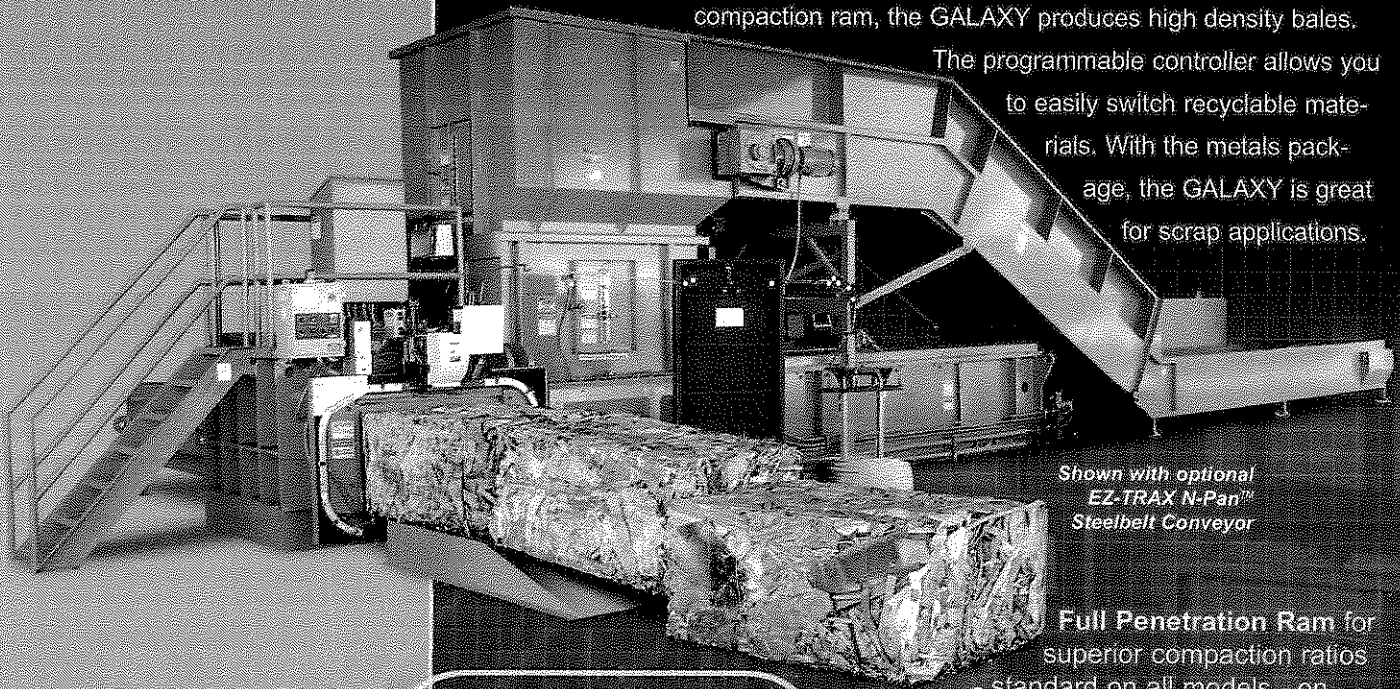
**NEXGEN<sup>®</sup>**  
BALING SYSTEMS

The logo for NexGen Baling Systems features the word "NEXGEN" in a large, bold, sans-serif font. The letters are filled with a grid of small squares, giving it a digital or pixelated appearance. Below "NEXGEN" is the phrase "BALING SYSTEMS" in a smaller, simpler font. The entire logo is set against a dark background with a faint, stylized circular graphic behind the text.

# GALAXY 2R Two-Ram Balers

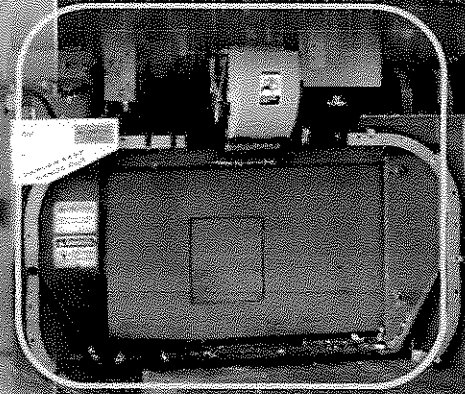
With the honeycomb design of the bale chamber and full-penetration compaction ram, the GALAXY produces high density bales.

The programmable controller allows you to easily switch recyclable materials. With the metals package, the GALAXY is great for scrap applications.



Shown with optional EZ-TRAX N-Pan™ Steelbelt Conveyor

**Full Penetration Ram** for superior compaction ratios - standard on all models - on most material, density will increase by 10% or more over machines without this level of over-travel

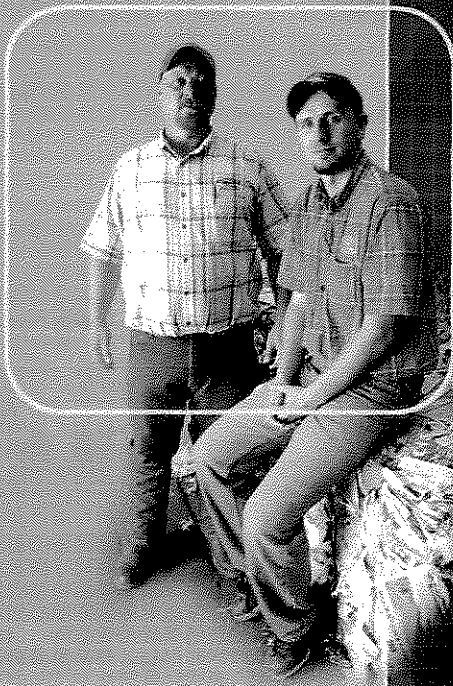


**NexDoor®** - multi-purpose door that can serve as a bale separator, bale release, or bale clamp. It also allows for variable bale widths

*"The volume, output and speed of this baler has increased our productivity.*

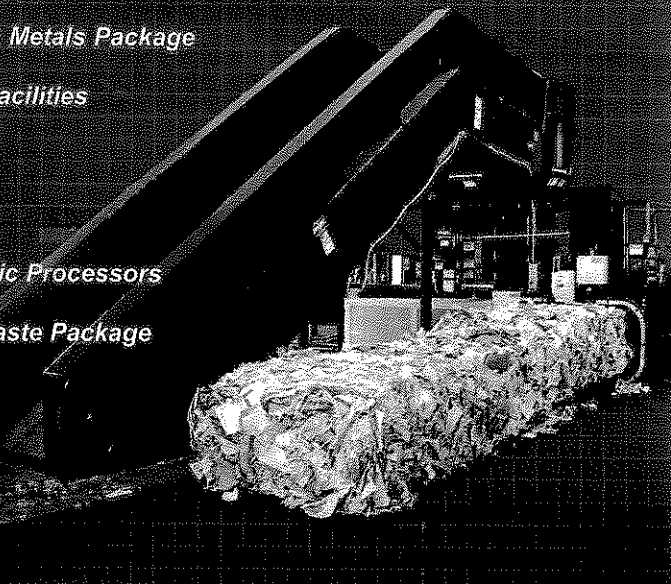
*We did extensive research prior to purchasing a baler which lead us to the 2R310W that fit our needs the best."*

*DA Campbell & Jeremy Harbin - City of Conway, AR Sanitation Dept.*

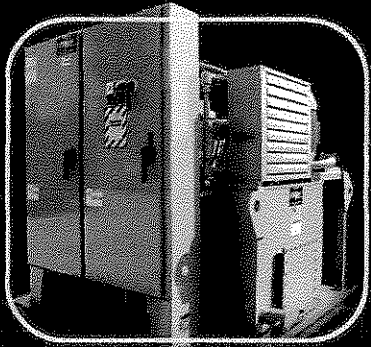


## Variety of Applications!

- Scrap Dealers - with Metals Package
- Material Recovery Facilities
- Recycling Centers
- Distribution Centers
- Large Paper & Plastic Processors
- MSW - with Solid Waste Package



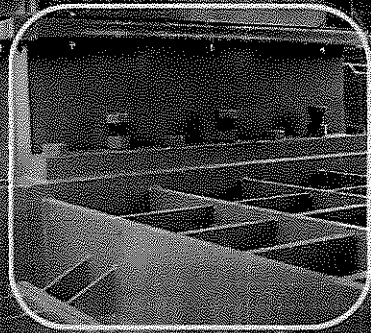
## Features & Benefits



**High-efficiency Power Unit** – Power units available from 30 HP up to 2x100 HP; TEFC motors; flooded suction pumping system with high-flow hydraulic manifold; 10 micron filtration system; pressure and current transducers; separate cooling and tier circuit; and air-to-oil cooler.



**Maestro™ Color Touch-Screen Operator Interface** PLC programmable controller features automatic and manual controls, diagnostics and bale set-up functions. Also available with multi-language option.



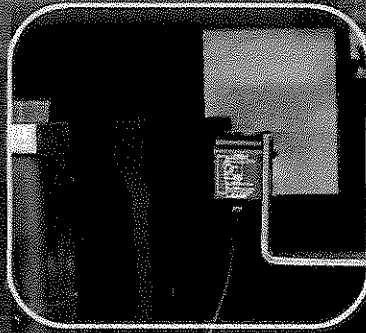
**Adjustable Shear Beam** – The body shear blades are adjustable from the exterior of the machine.

**Heavy-duty Construction** – Honeycomb structure.



**Shear Blades** – Ram shear blade is replaceable and reversible. Body shear blade is serrated, adjustable and replaceable.

**Replaceable Liners** – 500 brinell steel replaceable liners on floor, sides, and platens for superior wear resistance. Tongue & groove charge chamber floor.



**Laser Positioning** – Main ram, ejector ram, and *NexDoor* are controlled by a long range laser sensor. Tie positioning is determined by the laser and eliminates the need for a sprocketed counter wheel.



**Stamper** – Optional stamper automatically clears shear jams.

**Ram Hold Downs** – Adjustable from the outside of the machine.

**Upper & Lower Infrared Actuators** – Upper infrareds are located on the access door and are adjustable the height of the feed hopper.

## Factory Start-Ups

*NEXGEN provides on-site start-up and comprehensive baler operation training for your personnel.*

*An optional Modem can be provided to allow factory diagnostics and troubleshooting capability.*

## EZ-TRAX CONVEYORS

## Conveyor Systems

*NEXGEN manufactures EZ-TRAX Conveyor Systems featuring heavy-duty N-Pan steelbelts. They are also used in complete MRF systems that can include slider bed conveyors, sorting lines, sorting bins, baler feeds, platforms, and a variety of configurations for bulk-handling applications.*

Visit: [www.EZ-Trax.com](http://www.EZ-Trax.com)

# GALAXY 2R<sup>®</sup> Two-Ram Baler

## Basic Specifications:

	2R310W	2R450W
Available Power Unit	2x30, 100, & 2x50 & 2x75	100, 2x50, 2x75 & 2x100
Cycle Times (no load averages)	25.2 – 9.8 SEC.	11.1 – 23.9 SEC.
Compressing Force	314,160 LBF (188 PSI)	452,390 LBF (270 PSI)
Feed Opening Width	57"	57"
Feed Opening Lengths	70", 84" or 102"	84" or 102"
Baler Size (with 70"L feed opening)	31'-7" x 20'-1" x 4'-4"	NA
Baler Size (with 84"L feed opening)	33'-10" x 20'-1" x 4'-4"	37'-3" x 22'-2" x 4'-7"
Baler Size (with 102"L feed opening)	37'-0" x 20'-1" x 4'-4"	40'-3" x 22'-2" x 4'-7"
Baler Weights	77,500 – 91,000	102,200 – 114,100

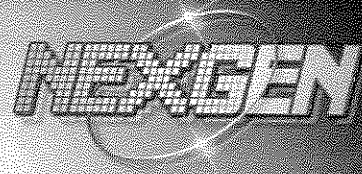
## Bale Weights: (pounds)

	Up to ..	Up to ..
OCC	1600	1850
SOP	1400	1600
ONP	1600	1800
PET	1300	1600
HDPE	1400	1600
UBC	1000	1200
Steel Cans	2200	2600
MSW	2200	2500
AL Extrusions	1300	1350
AL Siding	1600	2000
AL/CU Radiators	1600	2000
Misc. AL	2000	2400



Visit our website for the latest innovations, product information, up-to-date news, literature, videos, and much more.

[www.NEXGENbalers.com](http://www.NEXGENbalers.com)



Authorized Distributor:



MARATHON EQUIPMENT COMPANY

P.O. Box 1798 • Vernon, AL 35592-1798 USA • (205) 695-9105 fax (205) 695-7250 1-800-633-8974

130 Hwy. 339 • Yerington, NV 89447 USA • (775) 463-4030 fax (775) 463-4531 1-800-624-5724

1102 Industrial Park Rd. • Clearfield, PA 16830 USA • (814) 765-0200 fax (814) 765-2072 1-800-922-7062

1102 Hwy 96 W • Fayette, AL 35555 USA • (205) 932-2282 fax (205) 904-8392

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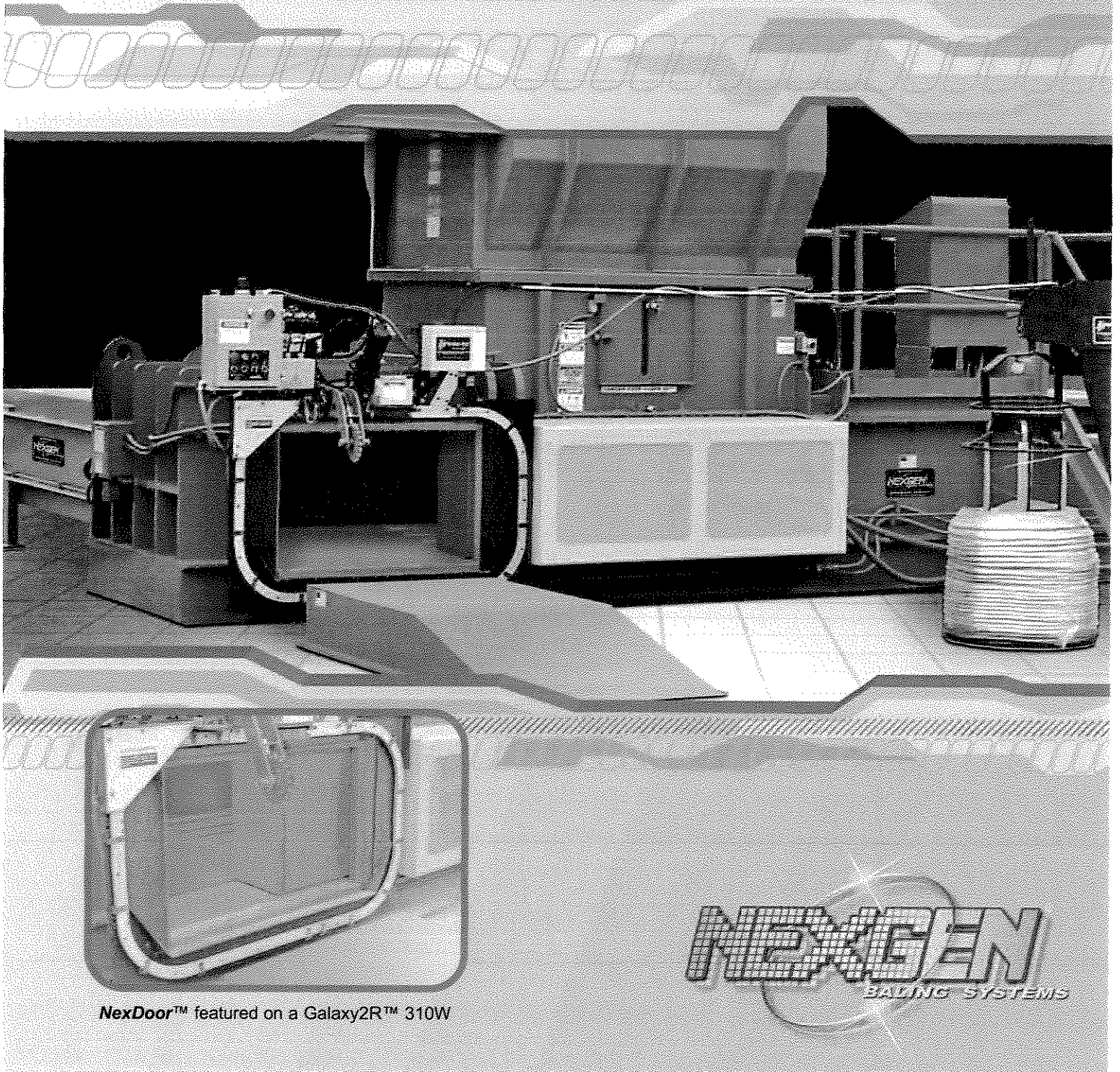


www.NEXGENbalers.com

• 800-633-8974 or 205-695-9105

# NexDoor™

Optional Equipment for NEXGEN Galaxy2R Series Balers



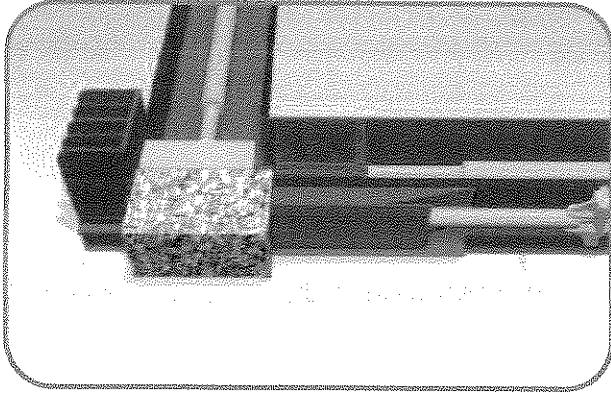
NexDoor™ featured on a Galaxy2R™ 310W

**NEXGEN**  
BALING SYSTEMS

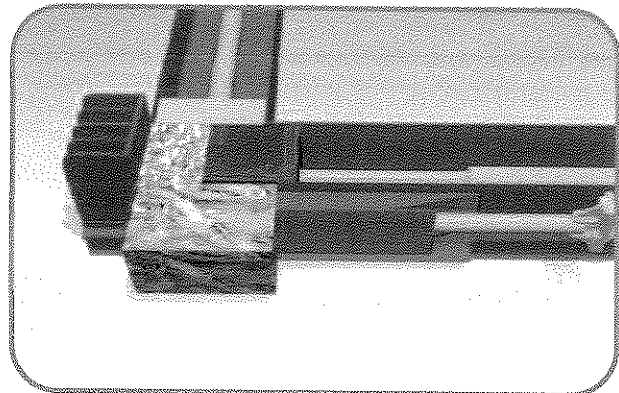


# NexDoor™

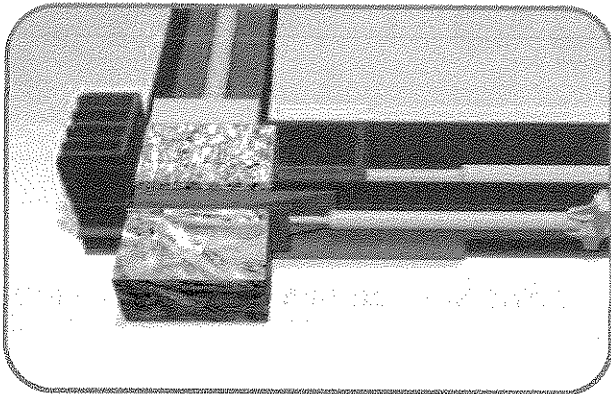
## Features and Benefits



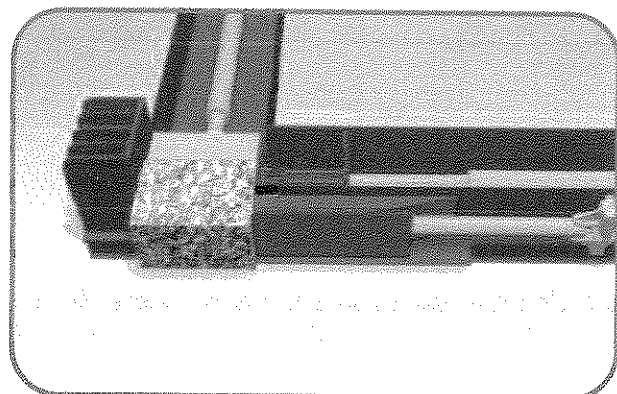
▼ **Oversized Bale Release** - device that allows you to eject an oversized bale (up to 9") from the standard size.



▼ **Bale Clamp** - holds onto ejected bale to help form a square end on the next bale.








▼ **Bale Wall** - closes off the ejector nozzle of compression chamber to allow for making a square bale.  
 ▼ **Separation Door** - separates commodities to avoid contamination.



▼ **Bale Sizer** - allows the user to program a bale width of 37" to 46" on a narrow model or 51" to 60" on a wide model.

### LEGEND

- |   |               |   |                     |
|---|---------------|---|---------------------|
|  | Baler Chassis |  | Ejector Ram         |
|  | NexDoor™      |  | Hydraulic Cylinders |
|  | Main Ram      |   |                     |

**Authorized Distributor:**

Visit us on-line at: [www.NEXGENbalers.com](http://www.NEXGENbalers.com)

**MARATHON**® P.O. Box 1798  
 Vernon, AL 35592-1798 USA  
 (205) 695-9105 • fax (205) 695-7250  
 A **DOVER** COMPANY **1-800-633-8974**

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- NOTES:
- SEE SPECIFICATION SHEET FOR WEIGHTS.
  - HEXODOR IS STANDARD ON ALL TWO-RAMS.
  - STAMPER IS OPTIONAL.
  - OPERATOR PLATFORM IS OPTIONAL.
  - LEFT-HAND EJECT IS STANDARD.

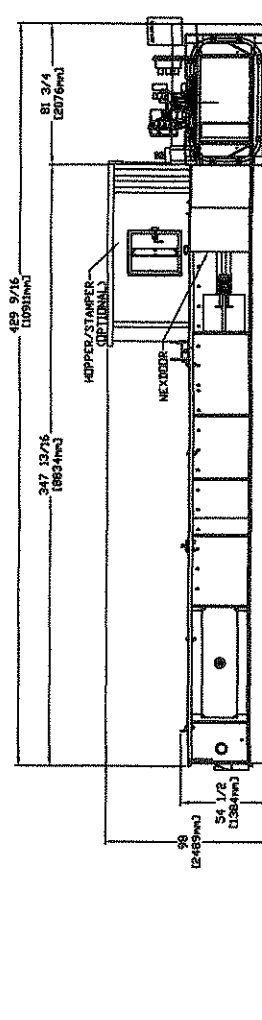
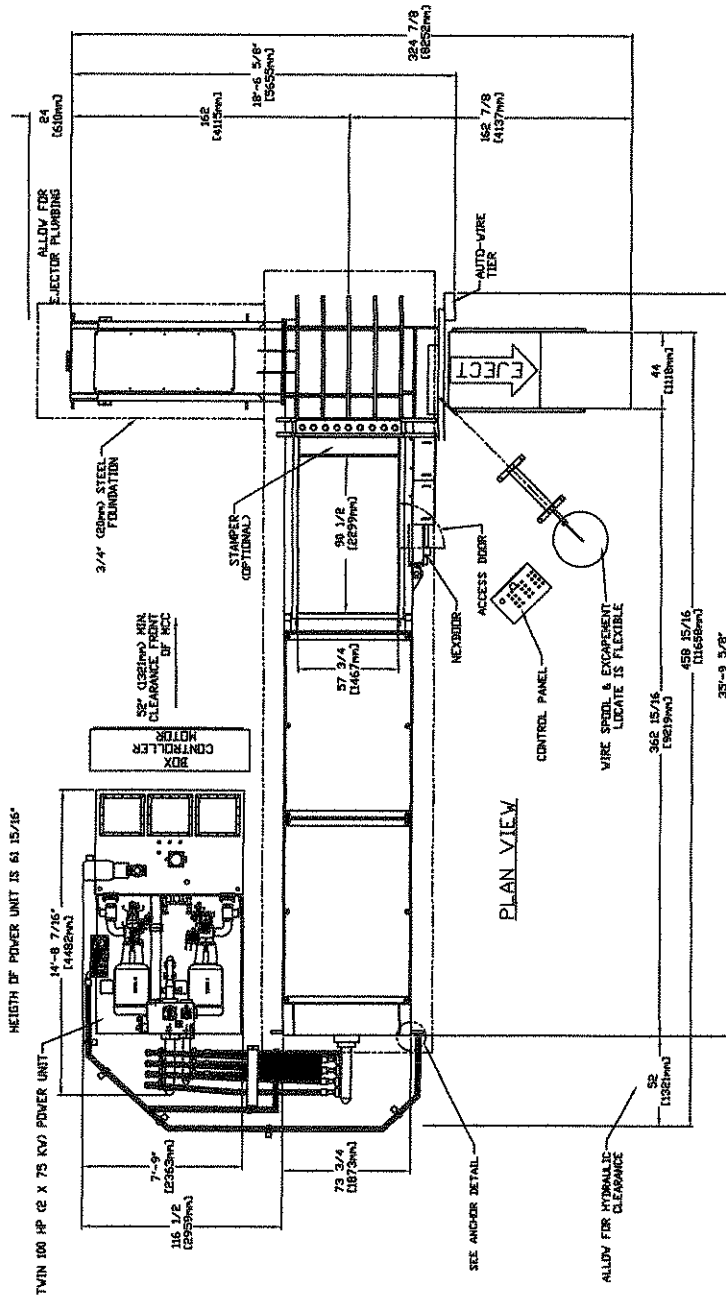
#=3/4" STEEL FOUNDATION REQUIREMENTS. MINIMUM 6" STEEL REINFORCED 8000 PSI CONCRETE SLAB WITH MINIMUM 3/4" STEEL FOUNDATION PLATE PER FOUNDATION DETAIL#M.

#=3/4" STEEL FOUNDATION PLATE IS RECOMMENDED TO PREVENT POSSIBLE FLOOR DAMAGE TO THE CONCRETE SLAB. MARATHON EQUIPMENT COMPANY WILL NOT BE RESPONSIBLE FOR ANY FLOOR DAMAGE IF THE RECOMMENDED 3/4" MIN. STEEL FOUNDATION PLATE IS NOT USED. PLATE SHOULD BE ANCHORED TO SUB-FLOOR USING ANCHOR BOLTS OR OTHER EQUIVALENT MEANS.

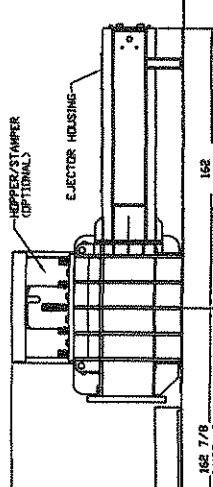
HYDRAULIC OIL

ALL POWER UNITS 50 HP AND ABOVE SHIP WITHOUT HYDRAULIC FLUID. IT IS THE RESPONSIBILITY OF THE CUSTOMER AND/OR END-USER OF THIS EQUIPMENT TO PROVIDE THE REQUIRED HYDRAULIC FLUID. SEE THE OPERATION MANUAL FOR THE BALER FOR THE ACCEPTABLE HYDRAULIC FLUIDS. THE FOLLOWING LIST SHOWS THE FLUID CAPACITY OF THE VARIOUS POWER UNITS OFFERED WITH THE EQUIPMENT.

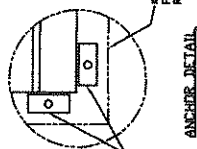
- 100 HP (75 KW) = 400 GALLON (1508 L)
- 150 HP (110 KW) = 600 GALLON (2262 L)
- 175 HP (128 KW) = 800 GALLON (3016 L)
- 1100 HP (800 KW) = 800 GALLON (3016 L)



EJECTOR SIDE ELEVATION



FRONT VIEW



ANCHOR DETAIL SCALED 4X

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APPROVED - MANUFACTURING MAY PROCEED  
 DRAWING, EXCEPT AS NOTED - RESUBMIT  
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 REVISED AND RESUBMIT.  
 APPROVED BY \_\_\_\_\_  
 COMPANY \_\_\_\_\_  
 DATE \_\_\_\_\_  
 NOTE: APPROVED COPY OF THIS DRAWING MUST BE RECEIVED TO BEGIN MANUFACTURE OF UNIT.

TITLE: 2R-450-102-W-2K100-D-S  
RIGHT EJECT, LEFT HAND POWER UNIT

DR. JW LAPP  
 GK. LAPP  
 DATE: 08.21.09  
 SCALE:  
 YERSON M.  
 YERSON N.Y.  
 CLEARFIELD PA. 168129



# CERTIFICATE OF LIABILITY INSURANCE

OP ID 1B

DATE (MM/DD/YYYY)

05/04/11

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

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

<b>PRODUCER</b>  Neace Lukens - Louisville 2305 River Rd Louisville KY 40206 Phone: 502-894-2100 Fax: 502-894-8602	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>MUNEQ-1</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Municipal Equipment, Inc. Attn: Cheryl James 6305 Old Shepherdsville Road Louisville KY 40228	INSURER A: Travelers Property Casualty	NAIC # 25674
	INSURER B: Charter Oak Fire Insurance Co.	
	INSURER C: Travelers Indemnity Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

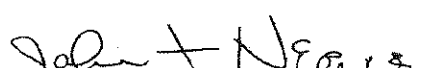
REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		6308512P673	04/13/11	04/13/12	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	\$ \$1M/\$2M
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> Comp Ded-\$1000		8108512P673	04/13/11	04/13/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	Comp Ded-\$1000		8108512P673	04/13/11	04/13/12		\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ -0-		CUP8512P673	04/13/11	04/13/12	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	<b>Installation</b> <b>Equipment</b>		6308512P673	04/13/11	04/13/12	Limit	\$200,000

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

**CERTIFICATE HOLDER****CANCELLATION**

INFORMATIONAL PURPOSES ONLY ~~~~~ PLEASE CONTACT AGENT'S OFFICE IF YOU NEED TO BE LISTED AS A CERTIFICATE HOLDER	INFON-2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE  

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)

4/20/11

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

## PRODUCER

Wm. T. Smith Co., Inc.  
590 Starks Building  
Louisville, Ky 40202

## CONTACT

NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

## INSURER(S) AFFORDING COVERAGE

INSURER A: Praetorian Ins. Co.  
INSURER B: \_\_\_\_\_  
INSURER C: \_\_\_\_\_  
INSURER D: \_\_\_\_\_  
INSURER E: \_\_\_\_\_  
INSURER F: \_\_\_\_\_

## INSURED

Municipal Equipment Inc.  
6305 Old Shepherdsville Rd  
Louisville, Ky 40228

## 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	ADDRESSOR (CITY/ST/ZIP)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MA110013116C	04/16/11	04/16/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

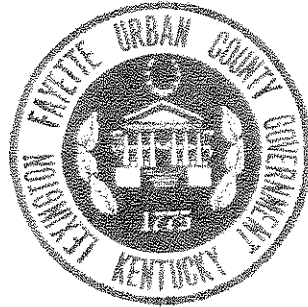
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John G. Thomas, Agent

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

**INVITATION TO BID #130-2011**

**Baler for Material Recovery Facility**

**NOTICE TO BIDDERS**

Bid Opening Date: January 10, 2012

Bid Opening Time: 2:00 PM

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

\*\*\*\*\*

Pre Bid Meeting: January 3, 2012

Pre Bid Time: 11:00 am

Address: 360 Thompson Road, Lexington, KY

**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we, Municipal Equipment Inc  
as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of  
Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter  
called the Surety, are held and firmly bound unto Lexington Fayette Urban County Government  
200 E Main St  
Lexington, KY 40510

as Obligee, hereinafter called the Obligee, in the sum of --Five Percent (5%) of Amount Bid--

Dollars (\$ --Five Percent-- ), for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has submitted a bid for Baler

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to  
remain in full force and effect.

Signed and sealed this 4th day of January, 2012

(Witness)  
  
(Witness)

Municipal Equipment, Inc  
(Principal) (Seal)  
 PRESIDENT  
(Title)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
By   
(Attorney-in-Fact)  
John G Thomas. Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety  
Company of America. The language in this document conforms exactly to the language used in AIA  
Document A310, February 1970 edition.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216198

Certificate No. 001682937

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William E. Frombach, Rebecca S. Simpson, and John G. Thomas

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public