

11/03/2011

Resolution

491-2011

A RESOLUTION ACCEPTING THE BID OF MMI OF KY, IN THE AMOUNT OF \$78,424.82 FOR PORTABLE HEATING SYSTEM FOR MUNICIPAL RECYCLING FACILITY, FOR THE DIVISION OF WASTE MANAGEMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of MMI of KY, in the amount of \$78,424.82 for Portable Heating System for Municipal Recycling Facility, for the Division of Waste Management, be and hereby is accepted and approved as to the specification and amount set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

Section 2 - That an amount, not to exceed the sum of \$78,424.82 be and hereby is approved for payment to MMI of KY, from account # 1115-303505-96468, pursuant to the terms of the bid.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 3, 2011



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

Bid # 97-2011
Buyer: S Stone

CENTRAL PURCHASING

Date Received _____ X Bid _____ 09/22/11
Assigned To _____ PCT _____ Advertising Date 10/06/11
Unit Price Bid _____ Opening Date _____
Contract Included _____

BID TITLE: Portable Heating System for Municipal Recycling Facility



	<u>VENDOR</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
1.	MMI of KY	Lexington, KY	\$78,424.82
2.			
3.			
4.			
5.			
6.			

☒ Low Responsive Bid ☐ Non-Low Bid ☐ Walk-On ☐ 2 Readings
☐ Low Responsive Bid (Multiple Awards)

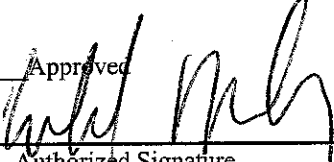
of Bids Submitted 1 \$78,424.82 Recommended Bid Amount

BUDGET/ACCOUNTING

<u>Fund</u>	<u>Department</u>	<u>Section</u>	<u>Account</u>	<u>Project</u>	<u>Bud Ref</u>	<u>Amount</u>	<u>Account & Available Budget</u>
1115	303#505	3572	96468			\$78,424.82	173,390
						\$78,424.82	

 10/20/11  10/21/11
Authorized Signature: Central Purchasing Date Forwarded Authorized Signature: Budgeting Date Forwarded

CHIEF ADMINISTRATIVE OFFICER

 _____
Approved _____
Authorized Signature _____ Date Forwarded _____

WHEN APPROVED, FORWARD COPY OF RESOLUTION TO DIVISION OF CENTRAL PURCHASING

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Inter-Department Memorandum

TO: Office of the Mayor

**FROM: Brian Marcum, Director
Division of Central Purchasing**

**Re: Recommendation
Bid Invitation Number 97-2011
Portable Heating System for Municipal Recycling Facility**

October 20, 2011

Department/Division: Waste Management

Recommended Vendor:		Amount:
MMI of KY		\$78,424.82
Date Advertised: 9-22-11		# of Bids Received: 1
Date Opened: 10-6-11		Type: Firm Bid
Bid Order:		Amount:
Low:	MMI of KY	\$78,424.82
2nd Low:		
3rd Low:		
Reason for Recommendation of Acceptance:		
<input type="checkbox"/>	1. Recommended Vendor submitted the lowest bid that is responsive to all specifications.	
<input type="checkbox"/>	2. Multiple awards made to low bidder for each item or group.	
<input checked="" type="checkbox"/>	3. See attached memo for reason(s) of one bid recommendation.	



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

TO: Jim Gray, Mayor

FROM:

Brian Marcum
Brian Marcum, Director
Division of Central Purchasing

DATE: October 19, 2011

SUBJECT: Bid #97-2011 – Portable Heating System for Municipal Recycling Facility

Bids for Portable Heating System for Municipal Recycling Facility for the Division of Waste Management were received in the Division of Central Purchasing on October 6, 2011.

Economic Engine notified two hundred thirty-five (235) vendors with thirty-three (33) vendors viewing the document. One (1) bid was received from MMI of KY for \$78,424.82.

The bid submitted by MMI of KY meets bid specifications and is within budgetary constraints; therefore, I recommend the bid of MMI of KY in the amount of \$78,424.82 be accepted.

cc: Richard Moloney, Chief Administrative Officer
Jane C Driskell, Commissioner of Finance and Administration
Steve Feese, Director, Waste Management
Jeannette Williams, Acting Council Administrator
File
ss

INVITATION TO BID

Bid Invitation Number: 97-2011

Date of Issue: 09/22/2011

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 **10/06/2011**. 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).

Commodity/Service
Portable Heating System for Municipal Recycling Facility
See specifications.

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

Submitted by:

MMI OF KY

Firm


2081 MERCER ROAD

Address

LEXINGTON, KY 40511

City, State & Zip

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

 - ACCOUNT MGR
Signature of Authorized Company Representative - Title

JOHN GILLES
Representative's Name (Typed or printed)

859.967.2086
Area Code - Phone - Extension

859.231.6522
Fax #

JGILLES@CMCMMI.COM
E-Mail Address

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

AFFIDAVIT

Comes the Affiant, *[Signature]*, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is JOHN GILLES and he/she is the individual submitting the bid or is the authorized representative of

MMI OF KENTUCKY,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

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

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF KENTUCKY

COUNTY OF FAYETTE

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

by *Audrey R. Nichols* on this the 5th day of OCTOBER, 2011.

Commission Expires Jan 25, 2014

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes ☒

No ☐

EQUAL OPPORTUNITY AGREEMENT

The Law

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

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and 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

MMI OF KY
Name of Business

10 of 10

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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 intentional 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 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS SHOULD 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.

3.1 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
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy using the appropriate form(s) or documentation required by the Commonwealth of Kentucky's Department of Insurance unless it is deemed not necessary by OWNER.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER and shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- c. 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.
- d. 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.

3.2. 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.

3.3. Verification of Coverage

Prior to award of the work, 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. All such certificates must be filed with and approved by the Commonwealth of Kentucky's Department of Insurance if otherwise required by law. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

**Request for Bid 97-2011 Portable Heating System for
Municipal Recycling Facility (MRF)
360 Thompson Road
Lexington, KY**

Scope of Work:

1. Provide and install a "portable" heating system which will be installed/removed each heating season.
2. System needs to be able to maintain the main structure of the MRF at a minimum of 40°F at all times – this is a 36,000 ft² structure with un-insulated metal siding and marginal insulation on the metal roof which is 25' to 32' above floor level.
3. System needs to have a single source ignition point which is located outside the main structure.
4. The system is to have no pressure vessel or boiler certification requirements.
5. Internal heating system needs a minimum of 6 portable heating units which can be moved as needed – wheels on one end required.
6. Heat transfer materials will be propylene glycol/water for freeze protection and to minimize the size of the transfer lines to the individual heaters.
7. Supply and return lines as well as manifolds for distribution are to be included and they must have quick connect hose couplers (assume 12 hoses, 1" diameter at 50' each and 2 hoses, 2" diameter, at 50' each, and two distribution manifolds – all connectors, gaskets, etc. to be included).
8. The main heating unit is to be skid mounted for easy relocation.
9. Training of key LFUCG personnel is to be included in the bid.
10. Start-up service and coverage is to be included in the bid.
11. A one year warranty against any failures shall be included and cover material, labor and travel associated with any needed repairs.
12. Bid must also include all materials for and installation of a "plastic barrier wall" to cover the opening between the main structure and the tipping floor area – this opening is roughly 120' long and 25' high. Wall is to be a 6 mil (minimum) reinforced/non-ripping plastic and will have two access points for personnel.
13. The first set up and take down of the system is to be included in the bid (this includes take down of the plastic barrier wall as well).
14. After purchase order is issued and notice to proceed is given, the system will need to be installed and functional within 2 weeks.

Detailed specs:

1. Based on past years' data, system will need to have a capacity of 1,000,000 Btu/hr or greater (gas supply at this point can accommodate up to 1,200,000 Btu/hr).
2. System needs to operate on natural gas.
3. Natural gas supply pressure will be 6" - 14" WC.
4. Electrical supply for the unit will be 115/230 volt, single Ø, 60 Hz, 30amps.
5. Individual heat exchanger units inside the main structure are each to be rated for 200,000 BTU/hr and at least 2,000 CFM air flow.
6. System must be CSA certified.
7. System is to have automatic shut down features for overheat and overpressure.
8. Pressure on the heat transfer material shall not exceed 30 P.S.I.

PRICING

Model/Manufacturer DRYAIR MODEL Z000-1200

Lump Sum Bid (includes all parts, labor, warranty, and incidentals) \$ 47,788⁰⁰

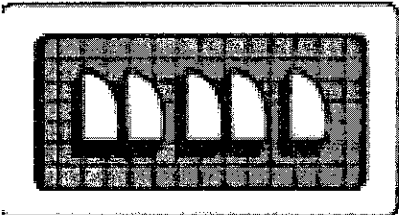
If lease to own option is available for the Model specified above, please list terms and conditions:

* SEE ATTACHED QUOTE FOR FURTHER OPTIONS
AND OTHER DETAILS.

Additional notes:

Bid should include detailed specifications on exact model quoted.

Bid should include cost and terms of lease to own option, if available.



QUOTE

MMI of KENTUCKY
2081 MERCER ROAD
LEXINGTON, KY 40511

Quotation #: DRYAIR-LFUCG
Date: 10.6.11
Expiration Date: 12.6.11
Estimator: JOHN GILLES
Customer: LFUCG

Customer:

Ship To Address:

LFUCG-RECYCLING CENTER
BID DATE: 10/6/2011

LEXINGTON, KY

Item	Quantity		Unit Price		Amount
TAX EXCLUDED FROM ITEMIZED PRICING					
<u>1.2 MILLION BTU DRYAIR SYSTEM (RENTAL)</u>					
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS	90	DAY	\$ 188.50	\$	16,965.00
SETUP OF HEATING UNIT (INCLUDES HANGING OF HOSES)	1	LS	\$ 1,100.00	\$	1,100.00
BUILDING OF 6 MIL POLY TENT (INCLUDES POLY)	1	LS	\$ 3,200.00	\$	3,200.00
OPTION #1 TOTAL					\$ 21,265.00
FOLLOWING OPTION TO PURCHASE AFTER RENT:					
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS	90	DAY	\$ 188.50	\$	16,965.00
BALANCE TO PURCHASE (INCLUDES SETUP, TENT, & WARRANTY)	1	EA	\$ 32,542.00	\$	32,542.00
OPTION #2 TOTAL					\$ 49,507.00
FOLLOWING OPTION TO PURCHASE USED UNIT:					
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS (*INCLUDES SETUP, POLY TENT, & 1 YR WARRANTY)	1	EACH	\$ 47,788.00	\$	<u>47,788.00</u>
FOLLOWING TO PURCHASE NEW UNIT (FOR INFO ONLY):					
**NEW UNIT WOULD NOT BE READY UNTIL MID JAN. '12					
INCLUDES 12-1" HOSES, 2-50' 2" HOSES, & 6 HEAT EXCHANGERS & 2 MANIFOLDS	1	EACH	\$ 78,424.82	\$	78,424.82
				Total	\$ 189,332.00
				Tax	
				Grand Total	\$ 189,332.00

QUOTE IS GOOD UNTIL ABOVE EXPIRATION DATE.

PRICING IS BASED ON USED UNIT

MMI WILL ASSIST LFUCG WITH (2) FREE TRAINING SESSIONS WITH ANY OF THE ABOVE OPTIONS.

(1) YEAR WARRANTY STARTS FROM DAY OF SETUP. GENERAL MAINTENANCE & CLEANING IS THE RESPONSIBILITY OF LFUCG. MMI WILL HANDLE COST OF PARTS & LABOR FOR REPAIRS DURING 1ST YEAR ONLY.

**AFTER 1ST YEAR, LFUCG WOULD BE RESPONSIBLE
FOR PAYMENT OF PARTS & LABOR.

MAIN
BID



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PD
DATE (MM/DD/YYYY)
10/04/11

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).

PRODUCER E. Kinker & Co. Kinker-Eveleigh Insurance 7750 Montgomery Rd Cincinnati, OH 45236-4276	513-891-6615 513-891-6621	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: CONTR-1
INSURED Contractors Materials Company Martha's Materials Inc PO Box 621227 Cincinnati, OH 45262-1227	INSURER(S) AFFORDING COVERAGE INSURER A : Westfield Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 24112

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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	X	CMM3565551	01/01/11	01/01/12	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 \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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		CMM3565551	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		CMM3565551	01/01/11	01/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCP3566476	01/01/11	01/01/12	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is additional insured per form CG7087 0105.

CERTIFICATE HOLDER	CANCELLATION
LEXIN-4 Lexington Fayette Urban Co. Government Municipal Recycling Facility 360 Thompson Road Lexington, KY 40510	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

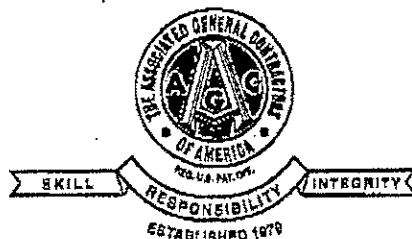
The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B.** This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.



KENTUCKY ASSOCIATED GENERAL CONTRACTORS SELF INSURERS' FUND

Mail to Kentucky AGC/SIF, P.O. Box 436949, Louisville, KY 40253-6949
Phone (502) 245-2007 • Fax (502) 245-8062 • www.kyagsif.com

OUR A.M. BEST RATING IS A-, "**EXCELLENT**"

CERTIFICATE OF INSURANCE

ISSUED TO: Re: Municipal Recycling Facility
LFUCG
360 Thompson Rd.
Lexington, KY 40510

This is to certify that MMI Of Kentucky, being subject to the provisions of the Kentucky Workers' Compensation Act, has secured the payment of compensation by insuring their risk with the Kentucky Associated General Contractors Self Insurers' Fund.

Policy Number: 7938-1

Agent:

Policy Period: 01/01/2011 thru 12/31/2011

Limits:

Workers' Compensation - Statutory, State of Kentucky
Employers Liability - \$4,000,000 (per occurrence)

This Certificate is evidence of coverage in effect at the time of issuance but is subject to all terms and conditions of cancellation and/or termination by law. This certificate shall NOT extend coverage to any insured NOT named above by the Kentucky Associated General Contractors Self Insurers' Fund.

THIS COVERAGE HAS BEEN PLACED WITH A WORKERS' COMPENSATION SELF-INSURED GROUP WHICH IS REGULATED BY THE KENTUCKY OFFICE OF INSURANCE AND HAS RECEIVED A CERTIFICATE OF FILING FROM THE COMMONWEALTH OF KENTUCKY. CLAIMS AGAINST GROUP MEMBERS ARE COVERED BY THE SELF-INSURED GROUP INSURANCE GUARANTY ASSOCIATION, BUT ARE NOT COVERED BY THE KENTUCKY INSURANCE GUARANTY ASSOCIATION. GROUP MEMBERS SHALL BE ASSESSED IN THE EVENT OF INSOLVENCY OF THE WORKERS' COMPENSATION SELF-INSURED GROUP.

CANCELLATION

Should the above policy be cancelled before the expiration date, the insured will be issued a thirty (30) day cancellation notice. This in effect allows the insured thirty (30) days from the date of cancellation to secure coverage elsewhere.

SHOULD YOU WISH TO VERIFY THIS CERTIFICATE, PLEASE CALL THE KENTUCKY AGC/SIF AT (502) 245-2007.

Date: 10/04/2011
Form 6, UW-10 (REV. 11/05)

Karl T. Ladegast
Administrator



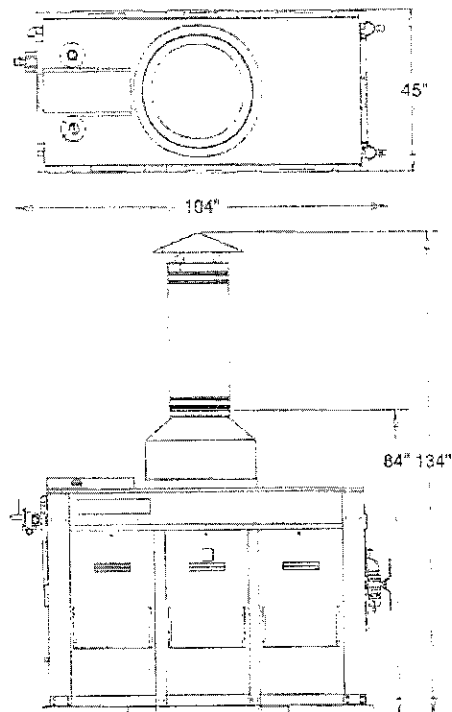
Central Heating Module

Model 2000-1200



Features:

- Propane or natural gas fuel source. Can be converted to natural gas or propane with optional conversion packages.
- Compact and portable design for easy positioning on the work site.
- Water heater has a 2-stage output allowing variable heat delivery to accommodate changing heat requirements.
- All system operation is controlled and monitored from the heat module control panel.
- Temperature control and fuel usage is automatic.
- 8-light system operation feature for easy system troubleshooting.
- Fluid circulation system is low pressure and atmospherically vented. There is no chance of an explosion or line burst due to pressure build-up. No special boiler certification is required to operate the system.
- Quick-connect hose couplers, "no-drain" fluid lines and a "rapid air elimination" feature ensures quick setup-and-go operation.
- A transport trailer is available and is specifically designed to carry the Dryair 2000-1200 central heating module.



Specifications

Type.....- Staged output, electric spark ignition
 Temperature Range.....- 120°F to 200°F (49°C to 93°C)
 Fuels specs
 ...Natural gas fired
*Input capacity.....- 1,233,000 BTU/H
*Output capacity.....- 1,023,390 BTU/H
Gas pressure range.....- 6" to 14" W.C.
Manifold gas pressure.....- 3.5" to 4" W.C.
Consumption - max.....- 1,233 CU.FT/H (34.9 CU.M/H)
 Propane fired
*Input capacity.....- 1,134,360 BTU/H
*Output capacity.....- 941,544 BTU/H
Gas pressure.....- 11" W.C.
Manifold gas pressure.....- 10" to 11" W.C.
Consumption - max.....- 12.4 US GAL/H (46.9 L/H)
 Control & monitoring.....- Full gauge panel monitoring
circulation fluid temperatures &
pressures, fuel pressures
- 11-light system operation feature for
easy system troubleshooting.
 Weight.....- 1,815 LBS. (823 KG)
 Electrical.....- 115/230 V, single phase, 60 Hz,
30 Amps
 Loading - standard.....- Forklift pockets on all four sides

Module fluid circulation system

...Basic features.....- Atmospherically vented low pressure
 system, adjustable fluid
 temperature control, auto pressure
 by-pass for pump protection and
 variable flow demands, auto
 temperature bypass for heat
 exchanger protection.
 ...Heat transfer fluid (HTF) - Non-toxic propylene glycol / water
 mixture, freeze protected
 ...Primary lines & couplers - 2" fluid circulation lines, 2" ball
 valves, 2" Kamlock quick-couplers
 ...Circulation pump.....- 2 HP, 80 GPM (364 LPM) @ 30
 P.S.I.
 ...Lock-out.....- Locks out primary "supply" & "return"
 fluid circulation valves and control
 panel
 Optional
 ...Transport trailer
 ...Skyhook frame.....- Steel frame with four corner lifting
 eyelets, weld attach to water heater
 module base
 ...Gas conversion.....- Propane or natural gas burner trays
 and gas trains

* For every 1000 ft. increase in elevation after 2000 ft, input BTU's are derate by 4%.



Heat Flow Guard

DRYAIR INC. 608 Highway Drive, St. Brieux, SK, Canada, S0K 3V0
 Tel: (306) 275-4848, 1-866-750-1700, Fax: (306) 275-4664
 E-mail: dryair@dryair.ca Web: www.dryair.ca

DRYAIR INC. 1095 N. Main Street, Bowling Green, Ohio, USA, 43402
 Tel: (419) 354-8546, 1-866-354-8546, Fax: (419) 354-9706
 E-mail: dryair@dryair.us Web: www.dryair.us

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