

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 2<sup>nd</sup> day of May, 2013, by and between **Lexington-Fayette Urban County Government**, acting herein called "LFUCG" and **Red River Ranch, LLC**, doing business as \*(an individual) (a partnership) (a corporation) located in the City of Stanton, County of Powell, and Commonwealth of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR has submitted a response to LFUCG's Request for Proposal No. 4-2013 Composting - Yard Waste & Other Organics, now therefore, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, the Government and Red River Ranch, LLC agree as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials and services requested in LFUCG's RFP No. 4-2013, which is attached hereto as Exhibit "A" (the "RFP"), and CONTRACTOR's response, which is attached hereto as Exhibit "B" (the "response"). All of the terms and provisions of the RFP, including but not limited to the General Conditions and the Risk Management Provisions, and the Response are attached hereto and incorporated herein by reference as if fully stated. To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the RFP and the Response.

**2. INCORPORATED DOCUMENTS**

Exhibit A – The "RFP" document titled "RFP #4-2013 Composting – Yard Waste & Other Organics" including the General Conditions and the Risk Management Provisions.

Exhibit B – The "response" document titled "Red River Ranch RFP 4-2013 Complete Proposal."

**3. TERM.**

This Agreement shall be for a term of 16 months beginning May 1, 2013 and shall automatically be renewed for up to three additional periods of one year each unless either party provides written notice to other party of at least sixty (60) days stating its desire not to new the Agreement.

**4. TERMINATION.**

LFUCG may terminate this Agreement at any time, for any reason, by providing the CONTRACTOR with at least sixty (60) days advance written notice.

**5. PAYMENT.**

LFUCG agrees to pay the CONTRACTOR per the following schedule from section V of the RFP document. Payment terms will be "net 30."

- 0 to 24,999 tons LFUCG-sourced material processed \$ 16.33 per ton
- over 25,000 tons LFUCG-sourced material processed \$ 13.00 per ton
- Purchase Price for tons of quality-finished product for community distribution and/or LFUCG use - over the *500 tons* specified above. \$ 14.00 per ton
- Purchase Price for tons of screened hardwood bark mulch (up to 300 tons annually) to be purchased by the LFUCG for use in facility management. \$ 28.00 per ton
  
- Emergency Per Ton Cost \$ 16.20 per ton
- Grinding Services \$ 18.10 per ton

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky

ATTEST:

Meredith Nelson, Clerk  
Clerk of the Urban County Council

BY:

Jim Gray  
MAYOR

Deborah Oester

(Witness)

(Title)

RED RIVER RANCH, LLC

(Contractor)

(Seal)

David S. [Signature], CFO, For Red River Ranch, LLC  
(Secretary)\*

BY:

[Signature]

MARINA S. ALLEN, A/R mgr.

(Witness)

MANAGER

(Title)

1499 MAPLE STREET, STANTON KY 40380  
(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

DATE (MM/DD/YYYY)

03/07/13

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 Carroll & Stone Insurance Services 4384 Clearwater Way, Suite 200 Lexington, KY 40515 Stephen E. Carroll	859-269-1044 859-276-0266	CONTACT NAME: PHONE (A/C, TOL, EAU): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID# REDRI-6	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop/Cas. Co. NAIC # 25674 INSURER B: Charter Oak Fire Ins. Co. INSURER C: Environmental Risk Managers INSURER D: Travelers Indemnity Co. INSURER E: INSURER F:
INSURED Red River Ranch, LLC Deer Park Holdings LLC Central Ky Mulch LLC 1499 Maple Street Stanton, KY 40380			

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.

CLASS	TYPE OF INSURANCE	ADDL SUBR INSH WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> COORR		630 8624P394	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED VEHICLES RENTED VEHICLES NON-OWNED/LEASED		810 8624P394	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	LEASED/RENTED					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> COORR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE PERSONNEL		CUP 8624P394	05/01/12	05/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) CLASSIFIED UNDER CLASSIFICATION OPERATIONS BELOW	Y/N <input type="checkbox"/> N/A	UB 8624P394	05/01/12	05/01/13	<input checked="" type="checkbox"/> NO STATE-CONTROLLED LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab.		CPL020466-11-04	09/01/12	09/01/13	Pollution \$ 1,000,000
A	Leased/Rent Equip		630 8624P394	05/01/12	05/01/13	Rented Eq \$ 500,000

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

CERTIFICATE HOLDER LFUCG Room 338, Government Center 200 E. Main St. Lexington, KY 40507	LFUCGD2	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2013 Composting – Yard Waste & Other Organics** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 1st, 2013**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #4-2013 Composting – Yard Waste & Other Organics**

If mailed, the envelope must be addressed to:

Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.**

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

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

#### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

#### **Equal Employment Opportunity**

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 subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

#### **Kentucky Equal Employment Opportunity Act**

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.



## Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.

**SELECTION CRITERIA:**

1. Cost charged to LFUCG per ton.
2. Production Capacity of facility using the described method.
3. Quality & marketability of the final product.
4. Methods, controls and other supporting information pertaining to the processing of organic material.
5. Equipment list - suitability (item description, owned or leased, age, etc.) to the proposed processing method.
6. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
7. Degree of local employment to be provided by the person or firm.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be addressed to:**

Todd Slatin  
Acting Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission expires: \_\_\_\_\_

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

## 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

\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</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 proposals.
- 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 Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

- 2.1 The successful proposer 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, submitters 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 RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal 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 PROPOSER

- 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 the proposal.**

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers 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 Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers 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 proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal 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. Proposer 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 proposal 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 proposal.

- D. Documentation of Proposer'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 the proposal. Proposers 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 proposal, 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  
[tyra@commercelexington.com](mailto:tyra@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  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

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

Shirce 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 # \_\_\_\_\_

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.			
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.

_____ Company	_____ By
_____ Date	_____ Title

**LFUCG MBE/WBE SUBSTITUTION FORM**

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

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.					
2.					
3.					
4.					

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

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

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

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

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



**MBE QUOTE SUMMARY FORM**

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

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

Company Name	Contact Person
Address/Phone/Email	RFP Package / RFP Date

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

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 40% 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 #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # \_\_\_\_\_

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.

- \_\_\_\_\_  Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- \_\_\_\_\_  Sponsored Economic Inclusion event to provide networking opportunities
- \_\_\_\_\_  Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- \_\_\_\_\_  Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- \_\_\_\_\_  Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal 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
- \_\_\_\_\_  Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- \_\_\_\_\_  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.

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

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

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

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

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

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Signature

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Date

## REQUEST FOR PROPOSAL

### COMPOSTING - YARD WASTE & OTHER ORGANICS

The Lexington-Fayette Urban County Government (LFUCG) is requesting interested parties submit qualifications for the comprehensive operation and management of a yard-waste processing facility. The yard waste composting facility is located on property adjacent to the recently closed Haley Pike construction-demolition landfill in eastern Fayette County. The primary source of organic material will be residentially-generated grass clippings, brush and leaves. The Lexington-Fayette Urban County Government is seeking a lease of 16 months, with the option of three, one (1) year renewals at the agreement of both parties. The Contractor shall commence operation of the composting facility on May 1, 2013.

#### **I. CURRENT FACILITY & PROGRAM DESCRIPTION**

- A. Current annual LFUCG yard waste tonnage is approximately 22,000 tons and future growth in program tonnage is anticipated. However, specific tonnage whether seasonal or annual cannot be guaranteed.
- B. Acceptable material:
  1. Residential yard waste - typically includes material such as grass and other green clippings, brush, leaves, tree limbs and larger tree cuts (stumps, trunk slabs, and long sections).
  2. Non-treated wood waste/saw dust, which can include tree waste, such as branches, logs, large trunk slices, stumps and trunk slabs and clean, clearly discernable, untreated/ unpainted dimensional lumber and trimmings.
  3. LFUCG-collected food organics - potential for a LFUCG food-organics pilot program in future.
- C. UNACCEPTABLE MATERIALS:
  1. Engineered wood products such as plywood, OSB and PSL and other composite materials are not accepted.
  2. Clean soil, dirt and sod are not accepted.
  3. Animal Manure - currently not accepted, but small quantities may be found mixed into loads. Loads containing manure must be treated separately to PSRP standards, like food-waste/yard-waste mixed loads (must be no more than 50 tons per month by permit.)
- D. PROGRAM & SITE DESCRIPTION:
  1. Note - LFUCG management will consult with/advise the contractor of any substantial changes in advance, except under Emergency conditions (per Bid pricing Option 2).
  2. Note - The LFUCG retains the operating permit with the Commonwealth of Kentucky Division of Waste Management. The LFUCG will retain responsibility for required regulatory testing and reporting.
  3. Incoming material will primarily consist of:
    - a. Grass
    - b. Leaves
    - b. Brush
    - d. Branches
    - c. Tree pieces - potentially including trunk sections as large as 5' x 6' in size.
  4. Contamination - the in-bound material loads contain discernable, but un-quantified, contamination.
  5. LFUCG packer trucks will deliver the material year round, with a standard schedule of Monday, Tuesday, Thursday, and Friday, however, can include Wednesday's and Saturday's, depending needs of Division of Waste Management.



Current schedule:

- a. Facility is operational and accepts material year-round, January 1 through December 31.
  - b. Monday, Tuesday, Thursday, Friday: 8:00 a.m. to 6:00 p.m.
  - c. First Saturday of each Month: 9:00 a.m. to 3:00 p.m.
  - d. Closed on Wednesdays
6. Scale and scale house - currently *attended*, but with closure of CDD landfill, might change to unattended scale operation in future.
7. Approximately 6 acres concrete paved pad, with limited area for expansion. LFUCG is planning a major renovation of the concrete pad in 2013 on a section-by-section basis. The project is expected to begin in spring, 2013 and run through early 2014. The disruption from this project has the potential to affect both operating efficiency and overall production capacity.
8. Concrete pad dimensions: 350' x 740'
9. Piles center temperature will be at a minimum monitored daily (using a valid and reliable random sampling method) explicitly for the purpose of reducing risk of spontaneous combustion ignition of fire.
- Maximum pile internal temperature allowed 160 ° F
- Temperatures above this level requires active intervention by contractor to reduce risk of fire.**
10. Electric and water service is available for an office only, at Contractor's expense. Water service is not available for compost operation or fire control.
11. LFUCG provides roll-off and hauling service for residue.
12. Security comprises 2 electronic entry gates and cameras at scale house.
13. LFUCG inspectors will have free, unrestricted access to the entire facility. LFUCG will monitor and inspect the yard waste/organics composting facility to enforce regulatory compliance.
14. Site Layout and Recommendations:
- a. Large Static piles - Historical data indicates that static pile processing is most able to achieve production goals (see layout diagram in addendum).
    - i. Max pile height - 20 feet
    - ii. Max pile length - 500 feet
    - iii. Max side slope - 1:1 / 45 degrees
    - iv. Max base width - 50 feet
    - v. Minimum width of "open" pad border of a minimum of 5 - 10 feet between edge of piled material and outside edge of concrete (organics cannot come in contact with soil at pad perimeter).
    - vi. Aisles with minimum width of 20 feet between static piles kept open at ALL times for emergency vehicle access.
    - vii. Flat top - to support infiltration of moisture.
  - b. Processing & operating requirements. Complaints, property damage, and other special claims, which are initiated by private citizens, shall be processed through the Lexington-Fayette Urban County Government Department of

Environmental Quality & Public Works (see Addendum for violation and penalty schedule):

- i. Immediate processing site and adjoining fields (LFUCG and private property) shall have daily litter monitoring and collection.
  - ii. The Contractor shall not allow dust from vehicular traffic, earthwork or any process site operation to become a dust nuisance to off-site residences or hazardous to on-site personnel. Dust may be controlled by the appropriate application of water, quick growing vegetation or other approved methods.
  - iii. The Contractor is to have a water truck or other suitable equipment available at all times.
  - iv. The Contractor shall take steps to prevent attracting vectors to the site by good operating procedures. Elimination of stagnant water to discourage mosquito breeding and control of long-term brush piles that encourage rodent nesting is required, plus other measures for different types of vectors.
  - v. The Contractor shall not permit or engage in open burning of waste, brush or debris. Any open burning shall be immediately extinguished. The Contractor must provide own fire protection equipment and train all process site personnel on the proper use of such equipment.
  - vi. The Contractor shall be required to allow the Owner free access for inspection of the process site facility at all times, Owner's authorized representatives and to the proper representative of any authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance or regulation.
  - vii. When so directed by the Owner, the Contractor shall, within twenty-four (24) hours, begin corrective action against any non-complying condition. Failure by the Contractor to correct the condition shall result in the Owner taking whatever measure(s) necessary and deducting the cost claims from the Contractor's fee.
  - viii. The Contractor must keep an open and accessible dumping area with adequate space for a minimum of three days of un-ground material (in case of work stoppage due to equipment failure).
  - ix. Organic material must be ground within 48 hours of delivery to the compost pad.
  - x. In the event of mechanical breakdowns to the contractor's grinder, the contractor must have access to a back-up grinder within 24 hour to comply with the grinding standard.
  - xi. Space at both ends of each windrow must allow adequate space for emergency vehicle access.
  - xii. Compliance with all pertinent state and federal regulations is a fundamental operating requirement.
  - xiii. All finished product leaving sight must be documented and weighed on LFUCG landfill scales.
2. Contractor - sourced raw organics - The contractor is permitted to self-source a limited quantity of organic material for the following purposes:
- a. Support proper balance of material types for effective composting.
  - b. Support blending/creating a marketable product
  - c. LFUCG and Resident-sourced material takes priority in material processing and allocation of pad space. Contractor-sourced material cannot take priority over LFUCG and Fayette County residential material. Contractor-sourced inbound

material cannot displace in-bound or in-process LFUCG and/or residential material from the Haley Pike pad. The Contractor must immediately remove material, at Contractor's cost, from the pad to free up space for LFUCG-sourced material.

## II. SCOPE OF SERVICES REQUIRED

- A. The Contractor shall furnish all labor, materials, environmental and operating plans, equipment and pertinent temperature and product quality testing necessary to produce a safe and marketable product and maintain the program site in satisfactory condition, and ensure compliance with all local, state and federal safety and environmental ordinances, regulations, administrative orders, laws, rules and statutes.
- B. The Contractor shall provide for office, water, electric, fuel and other storage, site security and sanitary needs.
- C. The final product after processing should be homogeneous with consistent marketable quality, free of foreign material such as glass and plastic. The Contractor shall maintain all appropriate records to assure product quality and compliance with all pertinent local, state and federal ordinances, regulations, administrative orders, laws, rules and statutes (environmental, health/safety, commerce etc.).
- D. The Contractor will monitor, record and report compost processing sampling data daily and a monthly and annual summary of other operating data and information to LFUCG:
  - 1. Daily reports - processing sampling data based on detailed sampling SOP provided in the RFP proposal submission; date, time, sampling site and temperature.
  - 2. Monthly summary of operations including retention pond management (dates and volume of pond water diverted into HP landfill leachate control system), excess pile heat and/or pile fire events/outcome, equipment problems and repairs, production stoppages, notice of violations and remedies, and any other critical events, problems or issues that arise during the month.
  - 3. Annually -detailed list of customers receiving 20 tons or more of compost end-product per year.
- E. Access to the Haley Pike Waste Management Facility and, therefore, the compost site, shall be limited to the following:
  - 1. The Contractor can operate the processing system at own discretion to ensure the operation is safe, fire risk minimized and product quality maintained.
  - 2. The Contractor shall operate the material hauling aspect of the operation so that all loads of material can be received or shipped out between 6:00am and 8:00pm daily. LFUCG Inspectors will review gate activity reports to monitor compliance.
  - 3. For any *emergency* situation, the facility Owner may ask the Contractor to extend their hours of operation. For *special LFUCG projects*, the Owner may, with prior written notice of at least 48 hours, request the Operator to extend the hours of operation. The Owner reserves the right to set the holiday schedule.
- B. Retention pond and pumping system - will be operated and maintained by the Contractor. The Haley Pike Landfill does not have a discharge permit; this pump system is used to de-water the retention pond into the existing Haley Pike Landfill leachate management system.
  - 1. The Contractor will assume full responsibility for fuel and lubricants, preventive maintenance (labor, parts, supplies) and repair (labor, parts and supplies) of all equipment provided by LFUCG on the processing site.

Critical Equipment: Pump system motor is a Rainbow Manufacturing Co. Model # 0900.

2. The Contractor will be responsible for managing the retention pond levels and other elements of the processing site infrastructure. Contractor must monitor and inspect processing site's runoff control system, retention pond, pump system, water supply, electrical supply, concrete pad, and other site assets. Contractor will maintain close communication with LFUCG Inspectors regarding the status of the processing facility's infrastructure. Contractor will follow any and all directives given by Landfill Inspectors and/or LFUCG Management.

### III. MARKET DESCRIPTION, MARKET DEVELOPMENT & MARKETING PROGRAM

- A. The viability of organics diversion program depends primarily on the ability to economically process the material into a marketable product AND distribute the product to customers and end users. This proposal submission (without including proprietary information about specific customers or market channels) will provide a detailed discussion of the marketing program and markets:
  1. Known/existing markets for immediate dispersal of processed organic material (include capacity tonnage, quality requirements, seasonality, and other limiting factors). This must be a real, proven market, not a proposed market.
  2. Proposed market growth opportunities and potential (estimated tonnage, quality, application, seasonality constraints, and other limiting factors). Discuss market development plan and potential barriers to market development. Explain any potential action LFUCG might need to take to support development of new market development.
  3. Marketing Program - Clearly explain/describe the structure, staffing, processes and methods employed in promoting, selling and distributing material, reporting, customer service, quality standards and any other factors associated with marketing.
  4. The proposal submission should outline a marketing strategy to be used to distribute or dispose of the finished product. The Contractor must distribute enough material to comply with facility structure spacing requirements listed in the Scope of Services and with State Regulations.
- B. Excess material beyond pad maximum -
  1. The maximum capacity of the pad at any given time is 21,000 +/- tons. With two (2) processing cycles per 12-month period, the maximum production capacity for the existing/as-built facility is 42,000 +/- tons.
  2. When the pad stockpile of processing material approaches maximum capacity to provide room for new inbound organic material from LFUCG collections route, older/cured material must be removed from the Haley Pike Waste Management facility.
    - a. The Contractor can take finished compost product to an end customer or,
    - b. If a customer is not available to accept material at that time, the Contractor must be able to provide an alternative location to store finished material until product can be dispersed to the end customer. This cost cannot be charged to LFUCG.
    - c. Additional material (not LFUCG or Fayette County resident sourced) imported to the Haley Pike Compost facility, while acceptable to support the Contractor's process/production of a marketable product will be permitted with the following limitations:

- i. Contractor sourced & supplied organic material will be handled and processed at Contractor's expense, these costs will not be passed onto LGUCG.
- ii. The Contractor-sourced raw material cannot cause the compost pad to exceed capacity.

IV. THE PROPOSAL SUBMISSION:

- A. The submission will provide a detailed discussion of method of implementation (manpower, equipment, processing & operating schedule and methods, defined product quality and characteristics, data collection and reporting procedures, etc.) to be used to implement the organic material processing method specified herein.
- B. Contractor compliance with contract/proposal specifications and all pertinent ordinances, rules and regulations is expected, will be monitored and enforced. LFUCG inspectors will notify both the contractor/operator and LFUCG Division of Waste Management of any violations and a financial penalty levied (*according to the attached schedule*).
- C. The Contractor will include in the proposal submitted, an anticipated standard schedule of operation that encompasses anticipated *shipments in, unloading of raw material, material processing, and loading and out-shipment of finished product*. Likely alternative schedules can also be submitted. Any major changes to these standard and alternative schedules must be reviewed and authorized in advance by LFUCG management. During the hours of operation, the Contractor must provide on-site responsible appropriately certified supervision to manage operations and ensure proper monitoring and inspection of material and processing. At all other times, the premises shall be secured with fences and gates locked: no access to the facility will be permitted. Any individual residents or businesses (non-LFUCG vehicles) arriving at the scales to drop organic material after 6:00 p.m. Monday, Tuesday, Thursday and Friday, or 3:00 p.m. on the first Saturday each month, will be turned away without dropping the load of material.
- D. Describe in full detail the methods that will be used to compost the above material (include other info as needed to fully describe):
  - 1. Methods and process used: provide a comprehensive description of methods to be used based on specifications provided herein, including any deviations from those specific methods outlined within this specification, and justification/rationale for any deviations.
  - 2. Monitoring & control: comprehensive description of monitoring and controls (including and in addition to the controls specified in 6 - 10 below).
  - 3. Quality assurance methods with detailed description of finished product, how this finished product is produced and length of time needed to obtain a finished product.
  - 4. Staffing: provide description of staffing plan and qualifications for company senior management and all managers and supervisors associated to the compost operations.
  - 5. Equipment List:

***IMPORTANT - The contractor must have the equipment needed to enact this proposal in possession at the time the proposal is submitted. The LFUCG will not accept a proposal that cannot provide documentation showing ownership or existing leases for***

*the equipment specified in the equipment list: this documentation must accompany the proposal submission.*

6. Controls:

a. Fire Prevention and Control:

- i. The Contractor must provide a system capable of/ sufficient to provide fire protection for an operation of this size. The contractor must provide and keep a current Fire Protection Plan for the entire yard-waste processing facility. Currently, the retention pond is used as a source of water for moisture management and fire suppression. Recent instances requiring LFUCG Fire Department action necessitated hauling water from a hydrant approximately 2 miles away.
- ii. Proposal submission must include a copy of a Fire Prevention Plan used/in use at an organics processing site.
- iii. The selected contractor must have a site-specific Fire Prevention & Control Plan ready to implement when the new contractor takes over operation of the LFUCG-Haley Pike organics processing facility. This fire prevention/control plan must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the plan will be provided.

b. Spill Prevention and Control:

- i. The contractor must provide a spill/runoff protection plan that satisfies water quality control criteria.
- ii. Proposal submission must include a copy of a spill/runoff protection plan used/in use/generic at an organics processing site.
- iii. The selected contractor must have a site-specific spill/runoff protection plan ready to implement when the new contractor takes over operation of the LFUCG-Haley Pike organics processing facility. This spill/runoff protection plan must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the plan will be provided.
- iv. Storage containers - must have and maintain all necessary safety and shipping certifications.

c. Safety:

- i. The contractor must have an active, aggressive personal safety program ensuring both the safety of workers, drivers, inspectors, the general public or other visitors to the site, and compliance with KYOSH regulations.
- ii. Proposal submission must include a copy of pertinent safety SOP's for operating an organics processing site.
- iii. The selected contractor must provide site & process-specific safety SOP's for operating the Haley Pike organics processing site when the new contractor takes over operation of the organics processing facility. These safety SOP's must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the SOP's will be provided.

d. Other Required Controls:

- i. Proposal must address issues pertaining to the following potential problems and issues associated with operating an organics processing facility.

- ii. Nuisances-hazards control - e.g. odor, slippery conditions, holes in pavement, vehicle and traffic management. Proactively identify potential risks and provide methods and procedures to control.
- iii. Dust control - dust monitoring and control methods and procedures.
- iv. Vectors control - identify vectors and associated monitoring and controls.
- v. Litter - The Contractor shall be responsible for the prevention, collection and disposal of all litter on the process site. At no time should litter go beyond forty-eight (48) hours without being picked up. The access road to the processing site shall be policed daily for any litter.
- e. Include any other controls or procedures considered important to your process.

**7. All submissions must include the following information:**

**a. ORGANIZATION INFORMATION**

Name and Address of Organization

Provide an organizational chart and a list of personnel that would be providing service to Lexington-Fayette Urban County Government. Please provide a resume detailing the qualifications for each of the above listed personnel.

**b. PERFORMANCE RECORD:**

Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work, ability to meet schedules and/or compliance with contractual requirements and pertinent regulations.

Provide references on comparable projects (a minimum of 5).

V. **PRICING AND OWNERSHIP:**

A. The bidder will retain 100% ownership of the processed material with the exception of up to 500 tons per year, which the LFUCG will retain. The LFUCG provides compost to citizens during several giveaways throughout the year (currently 3 giveaway events, but LFUCG reserves right to increase or decrease according to programmatic need). The LFUCG guarantees 17,000 tons per year of inbound organic material. Please give a per ton cost for:

- 0 to 24,999 tons LFUCG-sourced material processed \$ \_\_\_\_\_ per ton
- over 25,000 tons LFUCG-sourced material processed \$ \_\_\_\_\_ per ton
- Purchase Price for tons of quality-finished product for community distribution and/or LFUCG use - over the 500 tons specified above. \$ \_\_\_\_\_ per ton
- Purchase Price for tons of screened hardwood bark mulch (up to 300 tons annually) to be purchased by the LFUCG for use in facility management. \$ \_\_\_\_\_ per ton

B. **Emergency Operations Bid**

The LFUCG would like to request a price per ton for grinding and disposing of the ground material generated from an emergency situation (ex. ice, snow or severe rain & wind storms). This debris would not include grass. This price would become effective during an emergency situation such as the Ice Storm of 2003 where by material volume increases outside of the norm. Any tonnage in excess of 2000 tons above the normal generation levels within one month would fall under the emergency operations price structure. The additional tub grinders, associated handling equipment, trucks for hauling and all associated costs of operation are to be included in the per ton cost. There may be multiple temporary locations for grinding during the emergency. The contractor would maintain ownership of all debris resulting from an emergency.

- **Emergency Per Ton Cost** \$ \_\_\_\_\_ per ton

C. **Grinding Services at Tree Debris Drop-off Site.**

The LFUCG will designate a drop-off location for tree debris collected by LFUCG divisions i.e. Streets & Roads, Property Management, Parks & Recreation, etc. This material will contain only negligible amounts of non-tree debris yard waste i.e. grass and leaves. A minimum of 750 tons will be accumulated before grinding services are to be performed. The material must be ground within one week. The vendor will be responsible for insuring the beneficial reuse of the processed material within one month of the processing date. Tonnage data will be generated from LFUCG pre-processed loads weights scaled at the LFUCG Recycling Center on Thompson Road.

- **Grinding Services** \$ \_\_\_\_\_ per ton

D. **Yearly PPI Adjustment**

The unit price for each item specified shall in an amount equal to one-half (1/2) of the Producer Price Index (PPI). At no time, however, will the allowable increase in the unit price exceed four percent (4%) annually. The total increase will not be greater than twelve



percent (12%) for the duration of the agreement. Commencing one year from the commencement date, and each year thereafter for the duration of this Agreement, the fees shall be increased in an amount equal to one-half (1/2) of the percentage change in the PPI. The Contractor by March 1 of each year advise the LFUCG of the adjustment in unit price. The LFUCG shall give the contractor written confirmation of its decision regarding the increase within thirty (30) days of receipt of the Contractor's request.

**VI. PROPOSAL EVALUATION CRITERIA** - The proposal will be evaluated on multiple criteria:

- A. Cost charged to LFUCG per ton.
- B. Production Capacity of facility using the described method.
- C. Quality & marketability of the final product.
- D. Methods, controls and other supporting information pertaining to the processing of organic material.
- E. Equipment list - suitability (item description, owned or leased, age, etc.) to the proposed processing method.
- F. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
- G. Degree of local employment to be provided by the person or firm.

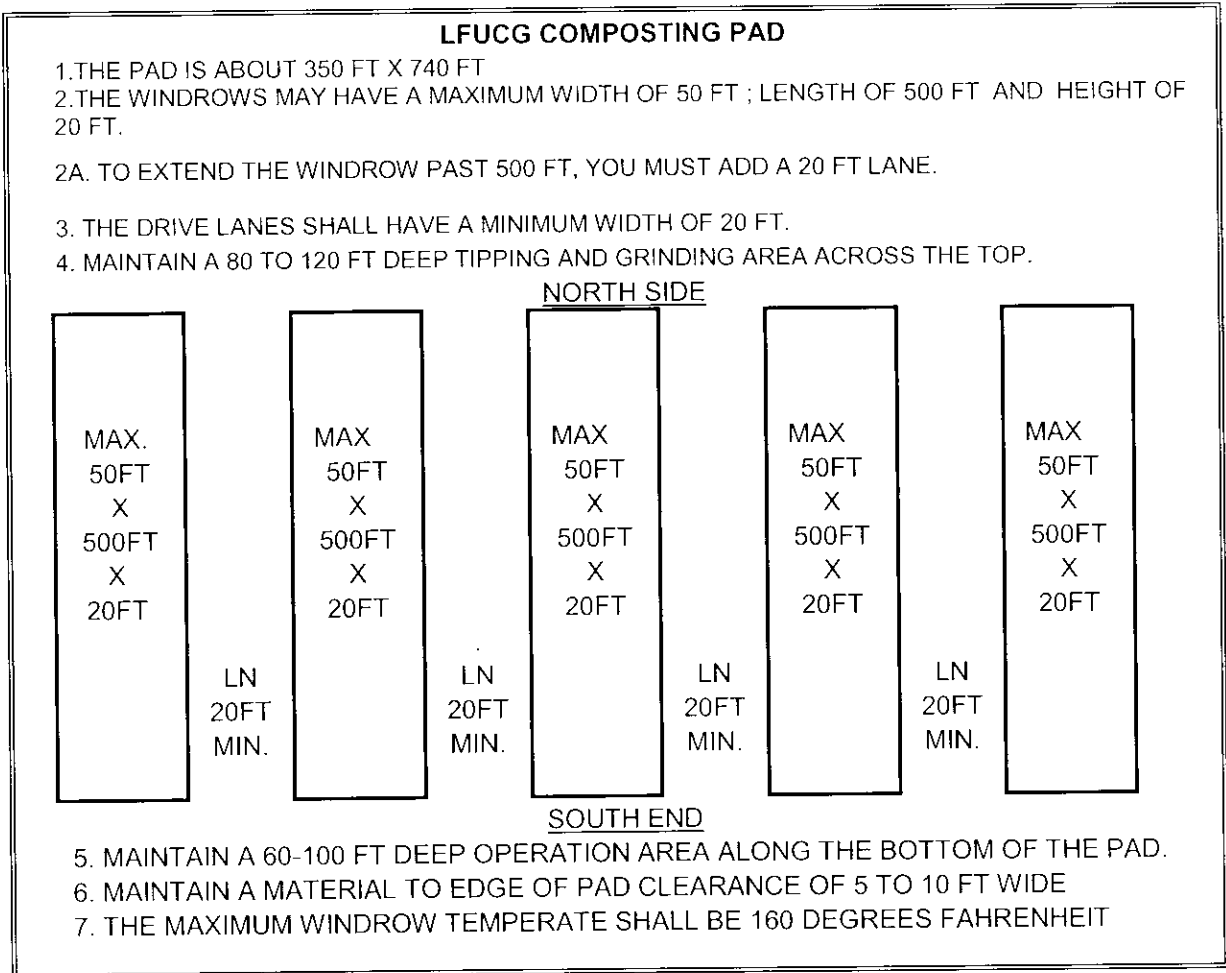
**VII. PERFORMANCE BOND REQUIRED:**

**UPON AWARD OF A CONTRACT, THE VENDOR MUST PROVIDE TO THE LFUCG A PERFORMANCE BOND EQUAL TO \$200,000. VENDORS SHALL PROVIDE, WITH THE PROPOSAL, A LETTER OF COMMITMENT FROM A SURETY TO PROVIDE THIS PERFORMANCE BOND UPON CONTRACT EXECUTION. FAILURE TO SUBMIT THE PROPOSED SURETY AND LETTER OF COMMITMENT FOR THE PERFORMANCE BOND MAY RESULT IN THE REJECTION OF THEIR PROPOSAL.**

**VIII. ADDENDUM & ATTACHMENTS:**

- A. Facility diagrams and support data.

1. Layout diagram



2. Support data and graphs.

SEE ATTACHED FILE "LFUCG Compost process 010913.xls"

B. Penalty Schedule:

1. 1<sup>st</sup> Violation - Comply within 24 hours of notification.
2. 2<sup>nd</sup> Violation - failure to comply with 1st NOV or repeat of prior same violation. Fine levied for one day's average LFUCG & residential tonnage at the rate charged to LFUCG by Contractor.
3. 3<sup>rd</sup> Violation - Failure to comply or repeat. Termination of contract.

C. List of violations.

1. Failure to monitor and clean up litter daily at the immediate processing site and adjoining fields (both LFUCG and private property).
2. Failure to control dust.
3. Failure to provide and have required /proposal-specified equipment available at all times.
4. Failure to prevent and/or control vectors at the site.
5. Contractor engaged in open burning of waste, brush or debris or fails to immediately control/extinguish fire.
6. The Contractor's employees lack proper training and skill to operate the systems and equipment.
7. The Contractor fails to allow or impedes the Owner-representative's free access to the facility for inspection of the process site.
8. Failure to allow the Owner-Inspectors directives to the Contractor within twenty-four (24) hours to begin corrective action against any non-complying condition. (Failure by the Contractor to correct the condition shall result in the Owner taking whatever measure(s) necessary and deducting the cost claims from the Contractor's fee.)
9. The Contractor fails to grind material within 48 hours of delivery to the compost pad.
10. In the event of mechanical breakdowns to the contractor's grinder, the contractor must have access to a back-up grinder within 24 hour to comply with the grinding standard.
11. **The Contractor fails to keep an open and accessible dumping area with adequate space for a minimum of three days of un-ground material (in case of work stoppage due to equipment failure).**
12. Failure to provide adequate space at both ends of each static-pile windrow for emergency vehicle access.
13. Failure to weigh and properly document finished product prior to removal from the site.
14. Failure to comply with pertinent state and federal regulations is a fundamental operating requirement.



Lexington Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Dnskell  
Commissioner

**ADDENDUM #1**

RFP Number: **#4-2013**

Date: February 22, 2013

Subject: Composting – Yard Waste & Other Organics

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Proposal due date has been extended to **Friday, March 8<sup>th</sup>, 2013 at 2:00 PM EST.**

Todd Slatin, Acting Director  
Division of Central Purchasing

All other terms and conditions of the RFP/RFI and specifications are unchanged.

This letter should be signed, attached to and become a part of your proposal.

PROPOSAL OF: Red River Ranch LLC.

ADDRESS: 1499 Maple St Staunton Ky 40380

SIGNATURE OF SUBMITTER:



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2013 Composting – Yard Waste & Other Organics** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 1st, 2013**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #4-2013 Composting – Yard Waste & Other Organics**

If mailed, the envelope must be addressed to:

Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

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

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

#### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

#### **Equal Employment Opportunity**

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 subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

#### **Kentucky Equal Employment Opportunity Act**

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.



### Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.

**SELECTION CRITERIA:**

1. Cost charged to LFUCG per ton.
2. Production Capacity of facility using the described method.
3. Quality & marketability of the final product.
4. Methods, controls and other supporting information pertaining to the processing of organic material.
5. Equipment list - suitability (item description, owned or leased, age, etc.) to the proposed processing method.
6. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
7. Degree of local employment to be provided by the person or firm.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be addressed to:**

Todd Slatin  
Acting Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

**AFFIDAVIT**


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

1. His/her name is Manager and he/she is the individual submitting the proposal or is the authorized representative of Red River Ranch, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer 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.

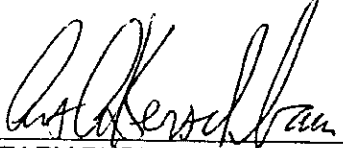
  
\_\_\_\_\_ Glenn M. Salyer, Manager

STATE OF Kentucky

COUNTY OF Powell

The foregoing instrument was subscribed, sworn to and acknowledged before me by Glenn M. Salyer on this the 7th day of March, 2013.

My Commission expires: 8/23/14

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

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.*

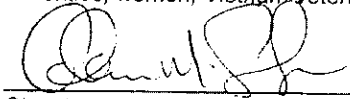
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

Bidders

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

  
\_\_\_\_\_  
Signature

Red River Ranch, LLC  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Red River Ranch, LLC

Date: 05 / 07 / 2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
		Administrators	1	1							
Professionals	1	1									
Superintendents	1	1									
Supervisors	3	3									
Foremen	2	2									
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	8	4	4								
Skilled Craft	23	21				2					
Service/Maintenance	20	5		15							
<b>Total:</b>	<b>59</b>	<b>38</b>	<b>4</b>	<b>15</b>		<b>2</b>					

Prepared by: Michelle Hensley, Program Admin

*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 proposals.
- 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 Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

- 2.1 The successful proposer 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, submitters 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 RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal 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 PROPOSER

- 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 the proposal.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers 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 Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers 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 proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal 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. Proposer 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 proposal 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 proposal.

- D. Documentation of Proposer'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 the proposal. Proposers 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 proposal, 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 LFUCCG 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 LFUCCG 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  
[tyra@commercelexington.com](mailto:tyra@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  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

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

Shirce 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@rcul.org](mailto:rwaldon@rcul.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 #4-2013 Composting – Yard Waste & Other Organics**

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. Lexington Contracting, LLC. Allen Carter, 1500 Leestown Rd, Ste 326, Lexington, KY 40511 P: 859-281-6881 <a href="mailto:aclexcontracting@aol.com">aclexcontracting@aol.com</a>	General Contracting (Trucking)	\$28,000.00	10%  Based on the Minimum value of 17,000 tons @ \$16.33
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.

<u>Red River Ranch, LLC</u>	<u>Glenn M. Salyer</u>
<b>Company</b>	<b>By</b>
<u>March 7, 2013</u>	<u>Manager</u>
<b>Date</b>	<b>Title</b>

**LFUCG MBE/WBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #4-2013 Composting – Yard Waste & Other Organics**

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.					
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.

Red River Ranch, LLC  
Company

March 7, 2013  
Date

Glenn M. Salyer  
Company Representative

Manager  
Title



**TRANSPORTATION CABINET**

Frankfort, Kentucky 40622  
www.transportation.ky.gov/

**Steven L. Beshear**  
Governor

**Michael W. Hancock, P.E.**  
Secretary

June 28, 2012

Allen Carter, Managing Member  
LEXINGTON CONTRACTING, LLC  
1500 Leestown Road, Suite 326  
Lexington, KY 40511

Dear Mr. Carter:

The Kentucky Transportation Cabinet, DBE Certification Committee, has determined that LEXINGTON CONTRACTING, LLC is a minority-owned business that remains program-eligible according to the existing standards established for certifying a **Disadvantaged Business Enterprise (DBE)** as outlined in 49 CFR Part 26. Therefore, your company's certification has been renewed to participate in the Kentucky Transportation Cabinet's DBE Program.

Your firm has been certified to perform the following item(s) of work: general contracting - restoration, remodeling, new construction, etc., environmental contracting - lead-based paint removal and disposal of hazardous materials; dredging, bridge construction not more than 70' clear span, grade and drain, roofing, clearing and grubbing, utility work, waste water and waterline installation and interior and exterior painting. Absent a finding of noncompliance or a successful third party challenge, this certification will be up for renewal on June 30, 2015. Certification, however, shall expire immediately due to any change in the ownership or control of your firm. A revised Unified Certification Program (UCP) application must be submitted to this office within seven (7) days occurrence of any change in the firm's ownership and control.

You will be required to submit an affidavit annually to determine whether your firm continues to meet the standards as set forth in 49 CFR Part 26 continue to be met. An application for recertification must be submitted at least thirty (30) days prior to the expiration of this notice.

Sincerely,

Melvin Bynes  
DBE Liaison Officer  
Small Business Development Branch

MB/MRT

Enclosure



An Equal Opportunity Employer M/F/D



Steven L. Beshear  
Governor

Mike W. Hancock, P.E.  
Secretary  
Kentucky Transportation Cabinet

# COMMONWEALTH OF KENTUCKY



## Transportation Cabinet

certifies that

LEXINGTON CONTRACTING, LLC

1500 Leestown Road, Suite 326, Lexington, KY 40511

*has met all eligibility requirements  
to participate in the  
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to ~~suspension~~ revocation.

June 30, 2015

Renewal Date

  
DBE Liaison Officer

**Kentucky**  
UNBRIDLED SPIRIT™



**MBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #4-2013 Composting – Yard Waste & Other**

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

Company Name Red River Ranch, LLC Address/Phone/Email 1499 Maple Street Stanton, KY 40380 P: 606-663-9625 rrrincadmin@bellsouth.net	Contact Person Glenn M. Salyer RFP Package / RFP Date RFP #4-2013 Composting-Yard Waste & Other Organics Due March 7-2013
---	---

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
Lexington Contracting, LLC, 1500 Leestown Rd, Ste 326, Lexington, KY 40380	Allen Carter	859-281-6881 Aclexcontracting@aol.com	03/07/13	General Contracting (Trucking)	Phone	\$28,000.00	DBE

(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.

Red River Ranch, LLC \_\_\_\_\_  
Company

Glenn M. Salyer \_\_\_\_\_  
Company Representative

March 7, 2013 \_\_\_\_\_  
Date

Manager \_\_\_\_\_  
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 #4-2013 Composting – Yard Waste & Other Organics**  
**Total Contract Amount Awarded to Prime Contractor for this Project**

Project Name/ Contract # Compost-Yard Waste & Other Organics / #4-2013	Work Period/ From: _____ To: _____
Company Name: Red River Ranch, LLC	Address: 1499 Maple Street Stanton, KY 40830
Federal Tax ID: 20-2078653	Contact Person: Glenn M. Salyer

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

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

Red River Ranch, LLC \_\_\_\_\_  
**Company** **Company Representative**

3/7/13 \_\_\_\_\_  
**Date** **Title**

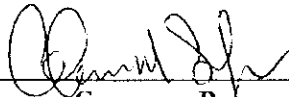
**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote #4-2013 Composting – Yard Waste & Other Organics**

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.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal 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
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other  
Please list any other methods utilized that aren't covered above.  
Solicited by phone  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Red River Ranch, LLC  
Company

  
Glenn M. Salyer  
Company Representative

March 7, 2013  
Date

Manager  
Title

Firm Submitting Proposal: Red River Ranch, LLC

Complete Address: 1499 Maple Street     Stanton, KY     40380  
  Street   City   Zip

Contact Name: Glenn M. Salyer            Title: Manager

Telephone Number: (606) 663-9625     Fax Number: (606) 663-9653

Email address: rrincadmin@bellsouth.net

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

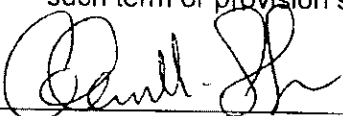
#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.



15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature

March 7, 2013  
\_\_\_\_\_  
Date

REQUEST FOR PROPOSAL  
COMPOSTING - YARD WASTE & OTHER ORGANICS

The Lexington-Fayette Urban County Government (LFUCG) is requesting interested parties submit qualifications for the comprehensive operation and management of a yard-waste processing facility. The yard waste composting facility is located on property adjacent to the recently closed Haley Pike construction-demolition landfill in eastern Fayette County. The primary source of organic material will be residentially-generated grass clippings, brush and leaves. The Lexington-Fayette Urban County Government is seeking a lease of 16 months, with the option of three, one (1) year renewals at the agreement of both parties. The Contractor shall commence operation of the composting facility on May 1, 2013.

**I. CURRENT FACILITY & PROGRAM DESCRIPTION**

- A. Current annual LFUCG yard waste tonnage is approximately 22,000 tons and future growth in program tonnage is anticipated. However, specific tonnage whether seasonal or annual cannot be guaranteed.
- B. Acceptable material:
  - 1. Residential yard waste - typically includes material such as grass and other green clippings, brush, leaves, tree limbs and larger tree cuts (stumps, trunk slabs, and long sections).
  - 2. Non-treated wood waste/saw dust, which can include tree waste, such as branches, logs, large trunk slices, stumps and trunk slabs and clean, clearly discernable, untreated/ unpainted dimensional lumber and trimmings.
  - 3. LFUCG-collected food organics - potential for a LFUCG food-organics pilot program in future.
- C. UNACCEPTABLE MATERIALS:
  - 1. Engineered wood products such as plywood, OSB and PSL and other composite materials are not accepted.
  - 2. Clean soil, dirt and sod are not accepted.
  - 3. Animal Manure - currently not accepted, but small quantities may be found mixed into loads. Loads containing manure must be treated separately to PSRP standards, like food-waste/yard-waste mixed loads (must be no more than 50 tons per month by permit.)
- D. PROGRAM & SITE DESCRIPTION:
  - 1. Note - LFUCG management will consult with/advise the contractor of any substantial changes in advance, except under Emergency conditions (per Bid pricing Option 2).
  - 2. Note - The LFUCG retains the operating permit with the Commonwealth of Kentucky Division of Waste Management. The LFUCG will retain responsibility for required regulatory testing and reporting.
  - 3. Incoming material will primarily consist of:
    - a. Grass
    - b. Leaves
    - b. Brush
    - d. Branches
    - c. Tree pieces - potentially including trunk sections as large as 5' x 6' in size.
  - 4. Contamination - the in-bound material loads contain discernable, but un-quantified, contamination.
  - 5. LFUCG packer trucks will deliver the material year round, with a standard schedule of Monday, Tuesday, Thursday, and Friday, however, can include Wednesday's and Saturday's, depending needs of Division of Waste Management.

Current schedule:

- a. Facility is operational and accepts material year-round, January 1 through December 31.
  - b. Monday, Tuesday, Thursday, Friday: 8:00 a.m. to 6:00 p.m.
  - c. First Saturday of each Month: 9:00 a.m. to 3:00 p.m.
  - d. Closed on Wednesdays
6. Scale and scale house - currently *attended*, but with closure of CDD landfill, might change to unattended scale operation in future.
7. Approximately 6 acres concrete paved pad, with limited area for expansion. LFUCG is planning a major renovation of the concrete pad in 2013 on a section-by-section basis. The project is expected to begin in spring, 2013 and run through early 2014. The disruption from this project has the potential to affect both operating efficiency and overall production capacity.
8. Concrete pad dimensions: 350' x 740'
9. Piles center temperature will be at a minimum monitored daily (using a valid and reliable random sampling method) explicitly for the purpose of reducing risk of spontaneous combustion ignition of fire.
- Maximum pile internal temperature allowed 160 ° F
- Temperatures above this level requires active intervention by contractor to reduce risk of fire.
10. Electric and water service is available for an office only, at Contractor's expense. Water service is not available for compost operation or fire control.
11. LFUCG provides roll-off and hauling service for residue.
12. Security comprises 2 electronic entry gates and cameras at scale house.
13. LFUCG inspectors will have free, unrestricted access to the entire facility. LFUCG will monitor and inspect the yard waste/organics composting facility to enforce regulatory compliance.
14. Site Layout and Recommendations:
- a. Large Static piles - Historical data indicates that static pile processing is most able to achieve production goals (see layout diagram in addendum).
    - i. Max pile height - 20 feet
    - ii. Max pile length - 500 feet
    - iii. Max side slope - 1:1 / 45 degrees
    - iv. Max base width - 50 feet
    - v. Minimum width of "open" pad border of a minimum of 5 - 10 feet between edge of piled material and outside edge of concrete (organics cannot come in contact with soil at pad perimeter).
    - vi. Aisles with minimum width of 20 feet between static piles kept open at ALL times for emergency vehicle access.
    - vii. Flat top - to support infiltration of moisture.
  - b. Processing & operating requirements. Complaints, property damage, and other special claims, which are initiated by private citizens, shall be processed through the Lexington-Fayette Urban County Government Department of

Environmental Quality & Public Works (see Addendum for violation and penalty schedule):

- i. Immediate processing site and adjoining fields (LFUCG and private property) shall have daily litter monitoring and collection.
  - ii. The Contractor shall not allow dust from vehicular traffic, earthwork or any process site operation to become a dust nuisance to off-site residences or hazardous to on-site personnel. Dust may be controlled by the appropriate application of water, quick growing vegetation or other approved methods.
  - iii. The Contractor is to have a water truck or other suitable equipment available at all times.
  - iv. The Contractor shall take steps to prevent attracting vectors to the site by good operating procedures. Elimination of stagnant water to discourage mosquito breeding and control of long-term brush piles that encourage rodent nesting is required, plus other measures for different types of vectors.
  - v. The Contractor shall not permit or engage in open burning of waste, brush or debris. Any open burning shall be immediately extinguished. The Contractor must provide own fire protection equipment and train all process site personnel on the proper use of such equipment.
  - vi. The Contractor shall be required to allow the Owner free access for inspection of the process site facility at all times, Owner's authorized representatives and to the proper representative of any authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance or regulation.
  - vii. When so directed by the Owner, the Contractor shall, within twenty-four (24) hours, begin corrective action against any non-complying condition. Failure by the Contractor to correct the condition shall result in the Owner taking whatever measure(s) necessary and deducting the cost claims from the Contractor's fee.
  - viii. The Contractor must keep an open and accessible dumping area with adequate space for a minimum of three days of un-ground material (in case of work stoppage due to equipment failure).
  - ix. Organic material must be ground within 48 hours of delivery to the compost pad.
  - x. In the event of mechanical breakdowns to the contractor's grinder, the contractor must have access to a back-up grinder within 24 hour to comply with the grinding standard.
  - xi. Space at both ends of each windrow must allow adequate space for emergency vehicle access.
  - xii. Compliance with all pertinent state and federal regulations is a fundamental operating requirement.
  - xiii. All finished product leaving sight must be documented and weighed on LFUCG landfill scales.
2. Contractor - sourced raw organics - The contractor is permitted to self-source a limited quantity of organic material for the following purposes:
- a. Support proper balance of material types for effective composting.
  - b. Support blending/creating a marketable product
  - c. LFUCG and Resident-sourced material takes priority in material processing and allocation of pad space. Contractor-sourced material cannot take priority over LFUCG and Fayette County residential material. Contractor-sourced inbound

material cannot displace in-bound or in-process LFUCG and/or residential material from the Haley Pike pad. The Contractor must immediately remove material, at Contractor's cost, from the pad to free up space for LFUCG-sourced material.

## II. SCOPE OF SERVICES REQUIRED

- A. The Contractor shall furnish all labor, materials, environmental and operating plans, equipment and pertinent temperature and product quality testing necessary to produce a safe and marketable product and maintain the program site in satisfactory condition, and ensure compliance with all local, state and federal safety and environmental ordinances, regulations, administrative orders, laws, rules and statutes.
- B. The Contractor shall provide for office, water, electric, fuel and other storage, site security and sanitary needs.
- C. The final product after processing should be homogeneous with consistent marketable quality, free of foreign material such as glass and plastic. The Contractor shall maintain all appropriate records to assure product quality and compliance with all pertinent local, state and federal ordinances, regulations, administrative orders, laws, rules and statutes (environmental, health/safety, commerce etc.).
- D. The Contractor will monitor, record and report compost processing sampling data daily and a monthly and annual summary of other operating data and information to LFUCG:
  1. Daily reports - processing sampling data based on detailed sampling SOP provided in the RFP proposal submission; date, time, sampling site and temperature.
  2. Monthly summary of operations including retention pond management (dates and volume of pond water diverted into HP landfill leachate control system), excess pile heat and/or pile fire events/outcome, equipment problems and repairs, production stoppages, notice of violations and remedies, and any other critical events, problems or issues that arise during the month.
  3. Annually -detailed list of customers receiving 20 tons or more of compost end-product per year.
- E. Access to the Haley Pike Waste Management Facility and, therefore, the compost site, shall be limited to the following:
  1. The Contractor can operate the processing system at own discretion to ensure the operation is safe, fire risk minimized and product quality maintained.
  2. The Contractor shall operate the material hauling aspect of the operation so that all loads of material can be received or shipped out between 6:00am and 8:00pm daily. LFUCG inspectors will review gate activity reports to monitor compliance.
  3. For any *emergency* situation, the facility Owner may ask the Contractor to extend their hours of operation. For *special LFUCG projects*, the Owner may, with prior written notice of at least 48 hours, request the Operator to extend the hours of operation. The Owner reserves the right to set the holiday schedule.
- B. Retention pond and pumping system - will be operated and maintained by the Contractor. The Haley Pike Landfill does not have a discharge permit; this pump system is used to de-water the retention pond into the existing Haley Pike Landfill leachate management system.
  1. The Contractor will assume full responsibility for fuel and lubricants, preventive maintenance (labor, parts, supplies) and repair (labor, parts and supplies) of all equipment provided by LFUCG on the processing site.

Critical Equipment: Pump system motor is a Rainbow Manufacturing Co. Model # 0900.

2. The Contractor will be responsible for managing the retention pond levels and other elements of the processing site infrastructure. Contractor must monitor and inspect processing site's runoff control system, retention pond, pump system, water supply, electrical supply, concrete pad, and other site assets. Contractor will maintain close communication with LFUCG Inspectors regarding the status of the processing facility's infrastructure. Contractor will follow any and all directives given by Landfill Inspectors and/or LFUCG Management.

### III. MARKET DESCRIPTION, MARKET DEVELOPMENT & MARKETING PROGRAM

- A. The viability of organics diversion program depends primarily on the ability to economically process the material into a marketable product AND distribute the product to customers and end users. This proposal submission (without including proprietary information about specific customers or market channels) will provide a detailed discussion of the marketing program and markets:
  1. Known/existing markets for immediate dispersal of processed organic material (include capacity tonnage, quality requirements, seasonality, and other limiting factors). This must be a real, proven market, not a proposed market.
  2. Proposed market growth opportunities and potential (estimated tonnage, quality, application, seasonality constraints, and other limiting factors). Discuss market development plan and potential barriers to market development. Explain any potential action LFUCG might need to take to support development of new market development.
  3. Marketing Program - Clearly explain/describe the structure, staffing, processes and methods employed in promoting, selling and distributing material, reporting, customer service, quality standards and any other factors associated with marketing.
  4. The proposal submission should outline a marketing strategy to be used to distribute or dispose of the finished product. The Contractor must distribute enough material to comply with facility structure spacing requirements listed in the Scope of Services and with State Regulations.
- B. Excess material beyond pad maximum -
  1. The maximum capacity of the pad at any given time is 21,000 +/- tons. With two (2) processing cycles per 12-month period, the maximum production capacity for the existing/as-built facility is 42,000 +/- tons.
  2. When the pad stockpile of processing material approaches maximum capacity to provide room for new inbound organic material from LFUCG collections route, older/cured material must be removed from the Haley Pike Waste Management facility.
    - a. The Contractor can take finished compost product to an end customer or,
    - b. If a customer is not available to accept material at that time, the Contractor must be able to provide an alternative location to store finished material until product can be dispersed to the end customer. This cost cannot be charged to LFUCG.
    - c. Additional material (not LFUCG or Fayette County resident sourced) imported to the Haley Pike Compost facility, while acceptable to support the Contractor's process/production of a marketable product will be permitted with the following limitations:

- ii. The Contractor-sourced raw material cannot cause the compost pad to exceed capacity.

IV. THE PROPOSAL SUBMISSION:

- A. The submission will provide a detailed discussion of method of implementation (manpower, equipment, processing & operating schedule and methods, defined product quality and characteristics, data collection and reporting procedures, etc.) to be used to implement the organic material processing method specified herein.
- B. Contractor compliance with contract/proposal specifications and all pertinent ordinances, rules and regulations is expected, will be monitored and enforced. LFUCG inspectors will notify both the contractor/operator and LFUCG Division of Waste Management of any violations and a financial penalty levied (*according to the attached schedule*).
- C. The Contractor will include in the proposal submitted, an anticipated standard schedule of operation that encompasses anticipated *shipments in, unloading of raw material, material processing, and loading and out-shipment of finished product*. Likely alternative schedules can also be submitted. Any major changes to these standard and alternative schedules must be reviewed and authorized in advance by LFUCG management. During the hours of operation, the Contractor must provide on-site responsible appropriately certified supervision to manage operations and ensure proper monitoring and inspection of material and processing. At all other times, the premises shall be secured with fences and gates locked: no access to the facility will be permitted. Any individual residents or businesses (non-LFUCG vehicles) arriving at the scales to drop organic material after 6:00 p.m. Monday, Tuesday, Thursday and Friday, or 3:00 p.m. on the first Saturday each month, will be turned away without dropping the load of material.
- D. Describe in full detail the methods that will be used to compost the above material (include other info as needed to fully describe):
  - 1. Methods and process used: provide a comprehensive description of methods to be used based on specifications provided herein, including any deviations from those specific methods outlined within this specification, and justification/rationale for any deviations.
  - 2. Monitoring & control: comprehensive description of monitoring and controls (including and in addition to the controls specified in 6 - 10 below).
  - 3. Quality assurance methods with detailed description of finished product, how this finished product is produced and length of time needed to obtain a finished product.
  - 4. Staffing: provide description of staffing plan and qualifications for company senior management and all managers and supervisors associated to the compost operations.
  - 5. Equipment List:  
*IMPORTANT - The contractor must have the equipment needed to enact this proposal in possession at the time the proposal is submitted. The LFUCG will not accept a proposal that cannot provide documentation showing ownership or existing leases for the equipment specified in the equipment list: this documentation must accompany the proposal submission.*
  - 6. Controls:

*the equipment specified in the equipment list: this documentation must accompany the proposal submission.*

6. Controls:

a. Fire Prevention and Control: ✓

- i. The Contractor must provide a system capable of/ sufficient to provide fire protection for an operation of this size. The contractor must provide and keep a current Fire Protection Plan for the entire yard-waste processing facility. Currently, the retention pond is used as a source of water for moisture management and fire suppression. Recent instances requiring LFUCG Fire Department action necessitated hauling water from a hydrant approximately 2 miles away.
- ii. Proposal submission must include a copy of a Fire Prevention Plan used/in use at an organics processing site.
- iii. The selected contractor must have a site-specific Fire Prevention & Control Plan ready to implement when the new contractor takes over operation of the LFUCG-Haley Pike organics processing facility. This fire prevention/control plan must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the plan will be provided.

b. Spill Prevention and Control: ✓

- i. The contractor must provide a spill/runoff protection plan that satisfies water quality control criteria.
- ii. Proposal submission must include a copy of a spill/runoff protection plan used/in use/generic at an organics processing site.
- iii. The selected contractor must have a site-specific spill/runoff protection plan ready to implement when the new contractor takes over operation of the LFUCG-Haley Pike organics processing facility. This spill/runoff protection plan must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the plan will be provided.
- iv. Storage containers - must have and maintain all necessary safety and shipping certifications.

c. Safety: — Please refer to Employee Hand Book (included)

- i. The contractor must have an active, aggressive personal safety program ensuring both the safety of workers, drivers, inspectors, the general public or other visitors to the site, and compliance with KYOSH regulations.
- ii. Proposal submission must include a copy of pertinent safety SOP's for operating an organics processing site.
- iii. The selected contractor must provide site & process-specific safety SOP's for operating the Haley Pike organics processing site when the new contractor takes over operation of the organics processing facility. These safety SOP's must be submitted to a LFUCG Inspector for review at least five business days prior to startup of site operations start. Feedback regarding any needed changes in the SOP's will be provided.

d. Other Required Controls:

- i. Proposal must address issues pertaining to the following potential problems and issues associated with operating an organics processing facility.



- ii. Nuisances-hazards control - e.g. odor, slippery conditions, holes in pavement, vehicle and traffic management. Proactively identify potential risks and provide methods and procedures to control.
- iii. Dust control - dust monitoring and control methods and procedures.
- iv. Vectors control - identify vectors and associated monitoring and controls.
- v. Litter - The Contractor shall be responsible for the prevention, collection and disposal of all litter on the process site. At no time should litter go beyond forty-eight (48) hours without being picked up. The access road to the processing site shall be policed daily for any litter.
- e. Include any other controls or procedures considered important to your process.

**7. All submissions must include the following information:**

**a. ORGANIZATION INFORMATION**

Name and Address of Organization

Provide an organizational chart and a list of personnel that would be providing service to Lexington-Fayette Urban County Government. Please provide a resume detailing the qualifications for each of the above listed personnel.

**b. PERFORMANCE RECORD:** *Please refer to pg 11/11A/12 of our proposal*

Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work, ability to meet schedules and/or compliance with contractual requirements and pertinent regulations.

Provide references on comparable projects (a minimum of 5).

A. The bidder will retain 100% ownership of the processed material with the exception of up to 500 tons per year, which the LFUCG will retain. The LFUCG provides compost to citizens during several giveaways throughout the year (currently 3 giveaway events, but LFUCG reserves right to increase or decrease according to programmatic need). The LFUCG guarantees 17,000 tons per year of inbound organic material. Please give a per ton cost for:

- 0 to 24,999 tons LFUCG-sourced material processed \$ 16.33 per ton
- over 25,000 tons LFUCG-sourced material processed \$ 13.00 per ton
- Purchase Price for tons of quality-finished product for community distribution and/or LFUCG use - over the 500 tons specified above. \$ 14.00 per ton
- Purchase Price for tons of screened hardwood bark mulch (up to 300 tons annually) to be purchased by the LFUCG for use in facility management. \$ 28.00 per ton

**B. Emergency Operations Bid**

The LFUCG would like to request a price per ton for grinding and disposing of the ground material generated from an emergency situation (ex. ice, snow or severe rain & wind storms). This debris would not include grass. This price would become effective during an emergency situation such as the Ice Storm of 2003 where by material volume increases outside of the norm. Any tonnage in excess of 2000 tons above the normal generation levels within one month would fall under the emergency operations price structure. The additional tub grinders, associated handling equipment, trucks for hauling and all associated costs of operation are to be included in the per ton cost. There may be multiple temporary locations for grinding during the emergency. The contractor would maintain ownership of all debris resulting from an emergency.

- Emergency Per Ton Cost \$ 16.20 per ton

**C. Grinding Services at Tree Debris Drop-off Site.**

The LFUCG will designate a drop-off location for tree debris collected by LFUCG divisions i.e. Streets & Roads, Property Management, Parks & Recreation, etc. This material will contain only negligible amounts of non-tree debris yard waste i.e. grass and leaves. A minimum of 750 tons will be accumulated before grinding services are to be performed. The material must be ground within one week. The vendor will be responsible for insuring the beneficial reuse of the processed material within one month of the processing date. Tonnage data will be generated from LFUCG pre-processed loads weights scaled at the LFUCG Recycling Center on Thompson Road.

- Grinding Services \$ 18.10 per ton

**D. Yearly PPI Adjustment**

The unit price for each item specified shall in an amount equal to one-half (1/2) of the Producer Price Index (PPI). At no time, however, will the allowable increase in the unit price exceed four percent (4%) annually. The total increase will not be greater than twelve percent (12%) for the duration of the agreement. Commencing one year from the commencement date, and each year thereafter for the duration of this Agreement, the fees

percent (12%) for the duration of the agreement. Commencing one year from the commencement date, and each year thereafter for the duration of this Agreement, the fees shall be increased in an amount equal to one-half (1/2) of the percentage change in the PPI. The Contractor by March 1 of each year advise the LFUCG of the adjustment in unit price. The LFUCG shall give the contractor written confirmation of its decision regarding the increase within thirty (30) days of receipt of the Contractor's request.

**VI. PROPOSAL EVALUATION CRITERIA** - The proposal will be evaluated on multiple criteria:

- A. Cost charged to LFUCG per ton.
- B. Production Capacity of facility using the described method.
- C. Quality & marketability of the final product.
- D. Methods, controls and other supporting information pertaining to the processing of organic material.
- E. Equipment list - suitability (item description, owned or leased, age, etc.) to the proposed processing method.
- F. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
- G. Degree of local employment to be provided by the person or firm.

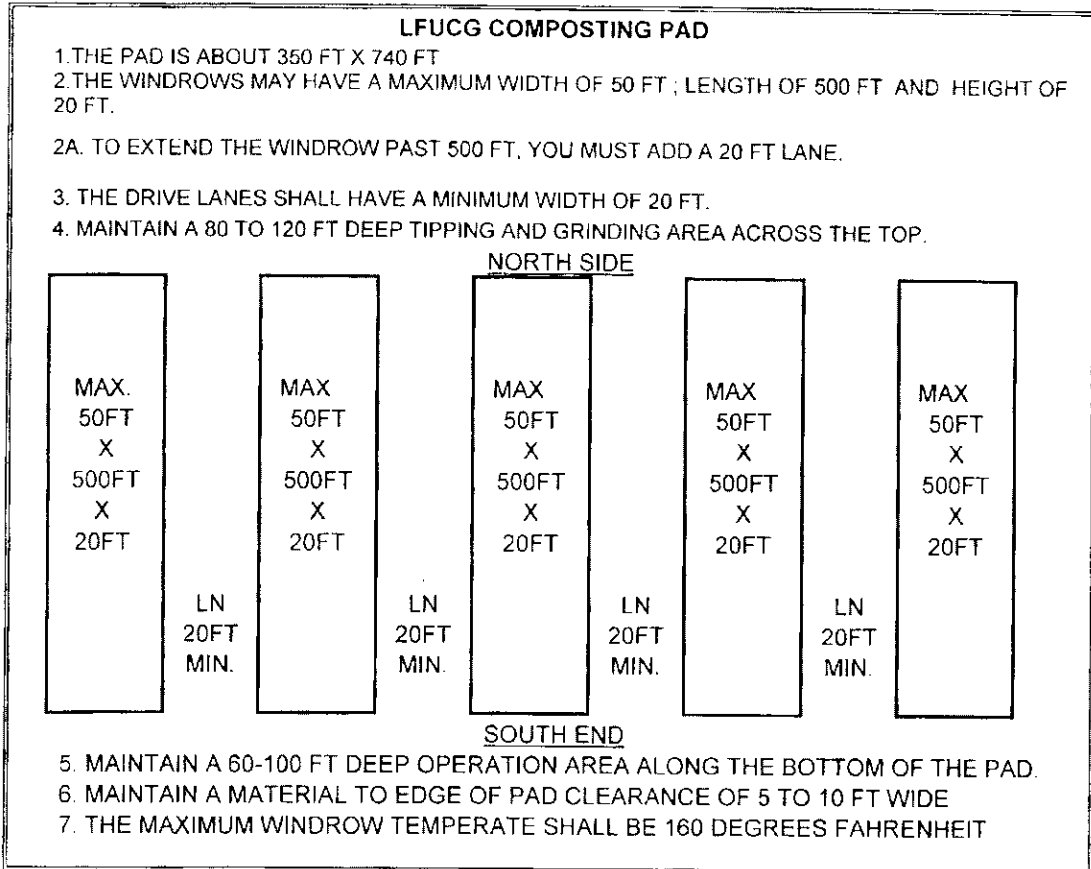
**VII. PERFORMANCE BOND REQUIRED:**

**UPON AWARD OF A CONTRACT, THE VENDOR MUST PROVIDE TO THE LFUCG A PERFORMANCE BOND EQUAL TO \$200,000. VENDORS SHALL PROVIDE, WITH THE PROPOSAL, A LETTER OF COMMITMENT FROM A SURETY TO PROVIDE THIS PERFORMANCE BOND UPON CONTRACT EXECUTION. FAILURE TO SUBMIT THE PROPOSED SURETY AND LETTER OF COMMITMENT FOR THE PERFORMANCE BOND MAY RESULT IN THE REJECTION OF THEIR PROPOSAL.**

**VIII. ADDENDUM & ATTACHMENTS:**

- A. Facility diagrams and support data.

1. Layout diagram



2. Support data and graphs.

SEE ATTACHED FILE "LFUCG Compost process 010913.xls"

B. Penalty Schedule:

1. 1<sup>st</sup> Violation - Comply within 24 hours of notification.
2. 2<sup>nd</sup> Violation - failure to comply with 1st NOV or repeat of prior same violation.  
Fine levied for one day's average LFUCG & residential tonnage at the rate charged to LFUCG by Contractor.
3. 3<sup>rd</sup> Violation - Failure to comply or repeat. Termination of contract.

C. List of violations.

1. Failure to monitor and clean up litter daily at the immediate processing site and adjoining fields (both LFUCG and private property).
2. Failure to control dust.
3. Failure to provide and have required /proposal-specified equipment available at all times.
4. Failure to prevent and/or control vectors at the site.
5. Contractor engaged in open burning of waste, brush or debris or fails to immediately control/extinguish fire.
6. The Contractor's employees lack proper training and skill to operate the systems and equipment.
7. The Contractor fails to allow or impedes the Owner-representative's free access to the facility for inspection of the process site.
8. Failure to allow the Owner-Inspectors directives to the Contractor within twenty-four (24) hours to begin corrective action against any non-complying condition. (Failure by the Contractor to correct the condition shall result in the Owner taking whatever measure(s) necessary and deducting the cost claims from the Contractor's fee.)
9. The Contractor fails to grind material within 48 hours of delivery to the compost pad.
10. In the event of mechanical breakdowns to the contractor's grinder, the contractor must have access to a back-up grinder within 24 hour to comply with the grinding standard.
11. [REDACTED]
12. Failure to provide adequate space at both ends of each static-pile windrow for emergency vehicle access.
13. Failure to weigh and properly document finished product prior to removal from the site.
14. Failure to comply with pertinent state and federal regulations is a fundamental operating requirement.



**Proposal: RFP #4-2013**

Management of a Yard Waste Processing Operation  
4172 Hedger Lane, Lexington, KY

**Lexington-Fayette Urban County Government**

**March 8, 2013**

Prepared by the office of:  
**Red River Ranch, LLC.**  
**Stanton, KY 40380**

**Glenn M. Salyer, President & CEO**

**888-663-9625**

March 8, 2013

Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Response to RFP #4-2013

Red River Ranch, LLC's goal in providing services for the Lexington-Fayette Urban County Government ("LFUCG") is to work together as a partner to ensure:

- The reduction of the overall costs of the LFUCG Compost Facility.
- A recycling process consistent with the 1991 Solid Waste Act by reducing wood waste received to a material of which seventy-five percent is less than 3".
- An increased public awareness of LFUCG's recycling effort.
- The production of a safe, quality material including minimal contaminants.
- Provisions for a safe and professional work place.
- Friendly and safe environment for all consumers.
- A clean and professional operation.
- Implementation of new and advanced technologies to reduce other solid waste cost as outlined within this proposal.

With the capabilities of our Six (6) Vermeer TG9000 Tub Grinders, in the 1000 hp category, coupled with the experience and motivation of the Red River Ranch, LLC (RRR, LLC.) team will allow the recycling, composting and distribution of wood and yard waste to be accomplished in a professional, cost saving manner.

The reduction in cost to LFUCG will be achieved through the placement of the RRR, LLC. team at the LFUCG Compost Facility. This team will perform all tasks necessary to recycle and compost the wood and yard waste into a usable recycled homogeneous product with consistent high quality product for the duration of the contract.

RRR, LLC. will market and distribute the recycled material to a variety of end use customers as high quality organic compost, bark and hardwood landscaping mulch and playground media. Though other advanced technology procedures, RRR, LLC. has the capabilities to grind and dye wood waste for sale as colored mulch. Excess ground wood material will be distributed to various industries already under contract for boiler fuel.

Due to the size of equipment RRR, LLC. can furnish, LFUCG will be able to receive larger [up to 24" in diameter] wood waste material and wooden pallets. This would, in turn, reduce the amount of waste materials going to the C & D landfill.

RRR, LLC. views this relationship with LFUCG as a partnership and enthusiastically looks forward to the mutually beneficial venture. The RRR, LLC. management is dedicated to the success of both parties and will do whatever necessary to perform on the obligations of the contract. You will find a comprehensive business plan included in this package. Please contact me directly for any clarification.

Sincerely,

Glenn M. Salyer  
President



## **Plan of Approach**

RRR, LLC. intends to reduce the overall costs of the LFUCG current Compost Facility located at Avon, KY through our proven management of the yard waste processing and distribution of finished products to beneficial end users. This will be achieved with the extremely high production capabilities and flexibility of our Vermeer Model TG9000 Wood Recycler in addition to our human resource: experienced employees.

RRR, LLC. will process all wood and yard waste into the final consumer product at this site. The process will recycle the received wood and yard waste into a marketable product, as free of contaminants as possible given the types of waste to be processed.

The number of on-site employees will be determined by the volume of the raw product available for processing. RRR, LLC. will base all equipment needed to operate this facility on site: 4172 Hedger Lane LFUCG Compost Facility.

Given the nature of this contract, RRR, LLC. will consult with LFUCG personnel regarding any additional cost saving procedures discovered during daily operations. In order to obtain a finished, composted product, RRR, LLC. estimates the processing time to take from 30 to 180 days depending on weather conditions and type of product being produced.

If the yearly tonnage eventually exceeds 25,000 the pad size may need to be increased again.

## **METHODOLOGY**

### **Degree of Technology**

Through the incorporation of high horse power tub grinders, chippers, mobile Trommel systems, screeners and compost turners, RRR, LLC. can produce the highest quality compost, hardwood and colored mulch, soil amendments, playground chips, and boiler fuel currently available to the market while meeting the high volume and strict schedules at the facility.

Because of the large volumes of seasonal material that are received at the site a Vermeer 1000 hp TG9000 remote controlled tub grinder will be used to size the incoming material. This machine is one of the largest models produced in North America and has a throughput of up to 600 yards per hour. It has the latest safety features available to the grinding industry, such as advanced shielding, noise and dust control features and radio remote control operation and shut down.

Larger, longer pieces of materials and whole trees will be sized with our Vermeer, THX6000 Whole Tree Chipper. This material will be marketed as playground and landscaping chips. Some of the material will be dyed and distributed as colored mulch.

Sized material, grounded or chipped, will then be sorted to various areas of the pad for additional processing or composting. Ground grass and leaves will be windrowed for compost. Highly trained RRR, LLC. employees will monitor the production of high quality compost. The composting process of yard waste includes the addition of carbon sources (wood chips) as needed; monitoring heat, moisture and quality will be achieved by a full-time, on-site RRR, LLC. employee.

Incorporating static pile composting technology, we will be able to promote aerobic decomposition; increase compost quality; accelerate the compost process and; decrease the storage area needed.

We anticipate a 50% or larger reduction in volume from the incoming volume of the material to the outgoing. Water will be added via overhead irrigation to keep optimal moisture at peak levels. Other ground materials such as tree trimmings, whole trees, and industrial wood waste will be grounded, windrowed, turned and watered to produce high quality hardwood mulch. To insure the highest quality homogeneous product, we will screen all material to insure a final, quality product free of contaminants.

By using the latest engineering controls and improved practices we will implement the highest degree of technology available at the LFUCG Compost Facility. With our wood waste processing experience, we will operate a model facility. Unique attention to monitoring and operation procedures is an essential part of our daily management aspect.

Through proper management and situation awareness, a quality operation is assured. As you can see by the diverse and flexible production of various final end use products, RRR, LLC. is widely adaptable to the ever-changing wood waste market.

We can transform your yard waste into a variety of high quality products such as boiler fuel, colored mulch, hardwood mulch, playground chips, soil amendments and compost. We are sure to meet the recycling objectives set by the LFUCG recycling program criteria.

With the high volume of material to be processed and distributed each year, it is essential to produce many end-use products to capture multiple markets. Many other

contractors can 'size' and process your yard waste, but few have the markets in place to accept this amount of end product material.

RRR, LLC. has a consumer/customer base already in place that is large enough to distribute over 100,000 tons, per year.

## Operations Synopsis

1. Wood and yard waste: weighted and documented at LFUCG scales.
2. Wood and yard waste: sorted and organized on the concrete pad, then prepared for grinding.
3. Material loaded into grinder and ground.
4. Material will be ground by a Vermeer TG9000, 1000 hp wood recycler (or similar) into a product with 75% of material less than 3". The throughput of the grinder can easily reach 600 yards of ground material per hour.
5. Product Screened or re-ground when necessary for sale.
6. Product moved to designated on-site storage bins / compost storage areas.
7. Composting material, will be windrowed and turned, carefully managed for quality control.
8. Products marketed to various end use consumers based on type of material needed.
9. Product loaded for shipping.
10. Products weighed, outbound, on LFUCG scales and documented.
11. RRR, LLC. will invoice LFUCG on a monthly basis for services rendered:  
[Payment terms: "Net 15"].
12. RRR, LLC. will meet with LFUCG representatives on an 'as needed" basis and make changes to the operation as directed by the LFUCG.

## **PERFORMANCE RECORD**

### **Corporate Experience and Capacity**

RRR, LLC. has several outstanding performance achievements with the LFCUG. We have set as well as exceeded standards of performance that others before us could not.

Always, we have met or exceeded the goals. Over eight years, we have never failed at our job for city government, a distinguishable record few before us held.

An additional corporate record that we are most proud is our involvement with LFCUG in the 2002 'ice storm' where RRR, LLC. teamed with prime contractor 'Simply Mulch' [Mr. Jack White] to reduce volume, grind and transport over 100,000 cubic yards of storm debris.

We operated our Vermeer TG-9000 tub grinders for 25 consecutive days, continuously, at three locations to stay ahead of the 'cleanup' crews. We transported and marketed all of the material within 60 calendar days, thus allowing uninterrupted collection of debris and insured that all 'dumping stations' to remain open.

Even with this vast undertaking, we did not experience a 'lost work day' or an injury to human resources. This remarkable achievement record indicates our intense performance commitment and capability to meet a tight schedule within the limits of personal safety in an emergency situation.

With the coordination of LFCUG and 'Simply Mulch', management for RRR, LLC. termed the cleanup a 'Super Success.'

In addition to the experiences above, RRR, LLC.:

- Is completely mobile and can easily move to any location required by LFUCG with little notice.
- Has the capacity to provide multiple 'back-up' equipment units, when necessary, in such case as an increase in seasonal production or catastrophic storm events.
- Encompasses a broad scope of capabilities.

RRR, LLC.'s capabilities include experienced, responsive and courteous labor force supported by experienced, motivated, hardworking and ethical management. Both labor and management possess the effective skill levels necessary to deliver the dependable service necessary to effectively operate the LFUCG Compost Facility. These characteristics are complimented by an inventory of high-quality, late model equipment which is essential to run the LFUCG Compost Facility in an efficient manor for both RRR, LLC. and LFUCG.

The management of RRR, LLC. has implemented high professional ethics over the last sixteen years and is currently prepared to meet LFUCG's present and future yard waste demands. Financial Statements while certainly those of a small business contractor; reflect the efficiencies of a well-run, successful operation.

These previous financial achievements, coupled with effective human resources and equipment focused in the composting industry, demonstrate that RRR, LLC. has the capability to assist LFUCG in transforming their Compost Facility into a cost efficient, showcase type of center for the taxpayers.

Our current financial success, past record of achievement, and longevity indicate the unquestionable ability to perform under a contract with a municipality the size of LFUCG.



## Red River Ranch, LLC. - Team Member Responsibilities

**Administrator Manager** – Manage and direct LFUCG Facility Site Operations. Facilitate marketing activities. Regulates Quality Control of processes, materials and service levels. Directs all communication efforts with employees and LFUCG. Conduct monthly Safety reviews.

**Supervisor/Operations Manager** – Supervise daily operations in the processing of wood waste including the management of equipment and on-site personnel. Responsible for the processing of all material through the site. Available to LFUCG as the RRR, LLC. contact.

### Daily Tasks:

#### Flow control of wood waste

- Direct placement of raw material by contractors and general public.
- Organizes and prepares material for grinding process.
- Moves ground material into designated storage areas for further processing.
- Organizes material by product type.
- Prepares product for disposition.

#### Machinery operations

- Daily safety inspections of all equipment.
- Machinery preparation (fueling, cleaning, etc...)
- Perform necessary maintenance task.
- Loading material into grinder.
- Monitors and supervises grinding process.
- Pushing ground material away from the grinder.
- Sorts material by product and move into on-site storage

#### Record keeping

- Monitor and account for processed cubic yards/tons of wood waste.

#### Communication & Troubleshooting

- Advise Administrator of unusual situations.
- Solve or communicate problem situations to Administrator.
- Communicate with LFUCG on-site personnel.

#### Miscellaneous Site Management

- Monitor processed material for compost quality.
- Police grounds for trash associated with compost facility only.
- Provide dust and vector controls as necessary.
- Ensure that compost windrows adhere to LFUCG specifications.
- Provides other duties as directed by the Administrator.

### **Transportation Manager** – Responsible to Administrator. Available to LFUCG

Personnel as necessary. Responsible for and dispatches all transportation needs and activities; scheduling as he shall deem necessary. Co-ordinates with Shop Foreman, Operations Manager, Head Equipment Operator, Marketing Manager, Office Manager and Corporate Accounts Manager as deemed necessary. Supervises and directs all vehicle drivers; the deployment of dump trucks, lowboys, walking floor trailers. Responsible for driver operations, scheduling transportation, maintenance, repairs and driver schedules.

### **Marketing and Financial Adviser** – Consult and advises Administrator in the areas of Marketing, Finances, and General long range planning.

- Assist in marketing of processed raw material.
- Aids Administrator with any off-site business activities.
- Performs other duties as directed by the Administrator

**Office Manager & Corporate Accounts Manager** – Responsible for all RRR, LLC. reporting with regard to the LFUCG Composting Facility. Act as the first line coordinator between RRR, LLC. and LFUCG personnel active at the LFUCG Compost Facility.

Daily Tasks:

Reporting

- Coordinate information for the processing of all required reporting
- Prepare reports required by LFUCG and RRR, LLC.
- Monitor volumes of product

Communication

- Contact LFUCG Employee located on site at LFUCG Compost Facility daily or as necessary.
- Facilitate communication between RRR, LLC. General Manager and LFUCG Management when necessary.
- Advise General Manager of unusual situations.
- Performs other duties as directed by the Administrator.

## Red River Ranch, LLC. - Staffing Assignment & Organizational Chart

March 8, 2013

**Glenn M. Salyer:** 606-599-7997 [Mobile]

President & CEO  
Red River Ranch, LLC.  
1499 Maple Street  
Stanton, KY 40380

**James Faulkner:** 606-481-9999 [Mobile]

Operations Manager, Red River Ranch, LLC.

- Daily operating logistics.
- Project co-coordinator: [individual and corporate wide]

**Dave Taulbee:** 606-424-6179 [Mobile]

Service Manager, Red River Ranch, LLC.

- Machine equipment maintenance & repair
- Preventative maintenance for all RRR, LLC. vehicles, trucks, tractors, equipment

**Barry Dobson:** 606-481-4488 [Mobile]

Lead Service Technician, Red River Ranch, LLC.

**Michael Atkinson:** 859-585-0604 [Mobile]

Head Equipment Operator / Site Equipment Manager, Red River Ranch, LLC.

- Grinder Specialist, Loader Specialist, Heavy Equipment Specialist
- Chief Material Processor
- Supervises other RRR, LLC. employees as assigned or necessary
- Responsible for all Red River Ranch, LLC. Heavy Equipment preventative maintenance scheduling

**Steve Rogers: 606-599-7998 [Mobile]**

**Transportation Manager, Red River Ranch, LLC.**

- Corporate-wide Dispatch Coordinator of all transportation assignments & activities
- Supervisor of all RRR, LLC. drivers: dump truck, lowboys, tractor trailers, walking floor trailers, tanker trucks and other RRR, LLC. vehicles

**D. Scott Ferguson: 502-301-0206 [Mobile]**

**Marketing & Mulch Material Manager, Red River Ranch, LLC.**

- Marketing/Sales duties as assigned
- Product support and design
- Performs other duties as assigned

**Michelle Hensley: 606-663-9688; or 606-663-9622; or 606-663-9625**

**Office Manager & Customer Relations, Red River Ranch, LLC.**

- DOT Compliance
- Maintenance record coordinator
- Accounts Payable Manager
- Employee / Human Relations records & benefit administrator
- Data & records administrator
- Administrative Assistant to the President and CEO of RRR, LLC.

**Marisa Abner: 606-663-9688; or 606-663-9622; or 606-663-9625**

**Corporate Accounts Manager, Red River Ranch, LLC.**

- Initiates original accounts for new consumers
- Prepares, maintains, and completes invoices for consumers
- Performs account reconciliation
- Services Accounts Receivable
- Executes general office operation duties for transportation, service, and maintenance
- Creates and archives records, reports, and corporate data
- Payroll Administrator

## Service Quality Program

**RRR, LLC.** consistently provides a high standard of service to our customers. The service level to be provided at the LFUCG Compost Facility will be no exception. The equipment to be used is recent model and high profile. It is in excellent condition and the **RRR, LLC.** staff has been trained with the proper maintenance skills to provide a consistent level of performance. In addition, equipment, parts and dealer maintenance are all readily available. Preventative maintenance is performed daily allowing for the highest quality of equipment operation and production available.

**RRR, LLC.**'s employees are properly trained to meet and exceed Federal, State, Local, and OSHA requirement. The entire Team offers years of prior experience and superior character. We know what it takes to get the job done and strive daily to meet the needs of our customers. It is understood by each employee and emphasized by management that the customer is #1 and shall receive timely and courteous service. Management requires that consistent communication occur at all levels. Daily communication can occur between **RRR, LLC.** employees stationed at the LFUCG Compost Facility and **RRR, LLC.** operation management.

Management of **RRR, LLC.** will ensure that open communication exists with LFUCG's Compost Facility staff as well. Open and frequent communication will enable all active members of the team to deliver the high level of service for which **RRR, LLC.** is known.

In summary, the highest level of quality service can be expected from **RRR, LLC.** and our human resource [employees] due to:

- **"The Customer is #1"** corporate mentality
- Excellent employee character
- Exceptional equipment quality
- Consistent equipment maintenance schedules
- Readily available equipment parts and dealer service.
- Vast technical experience level of employees
- Management-facilitated communication program
- Commitment to technical standards unequaled in office equipment, administrative support, inventory accessibility, attention to details and communication facilitation.

**Spill Response Protection Procedures for  
Lexington-Fayette Urban County Government  
Yard Waste Processing Operation**

**General:**

When a spill occurs, the **RRR, LLC** employee(s) that discover the spill must evaluate the situation to determine the most appropriate course of action.

In general, appropriate actions include immediately making the proper notifications and taking steps to lessen the impacts of the release. When determining what actions to take, it should be remembered that **employee safety is the primary concern** and takes precedence over protecting the environment.

When determining whether a spill needs to be reported to the regulatory agencies, it should be remembered that only spills that reach the environment are reportable. If the spill occurs on concrete and is cleaned up prior to reaching the soil, storm sewer or stream, it is typically not reportable.

In the event of a spill, the **RRR, LLC** employee(s) discovering the spill will take the following actions (if applicable).

**Leachate / Petroleum Spills:**

- In the event of a large spill or if the spill reaches streams or storm sewers, **call 911** immediately in order to obtain assistance from the Division of Fire.
- If it can be done safely, stop the release by turning off pumps, instructing the vendor to stop the fuel transfer, etc.
- Take steps to keep the spilled petroleum from entering storm sewers/creeks by creating berms to divert/contain the spill, placing an impervious material (such as a spill mat) over the storm drain, etc.
- If additional equipment/assistance is needed to respond to a spill, a qualified HazMat response company will be contacted by the Division of Fire to assist with the cleanup. A list of available HazMat contractors is attached. It is anticipated that local HazMat contractors such as PECCO would be utilized due to their shorter response time.
- If the release is small and can be cleaned-up with the available spill kit supplies, **RRR, LLC** employees that have been trained and certified to deal with the material will immediately clean-up the spill and then containerize the contaminated materials for disposal.



- If the spill is attributable to maintenance problems such as leaking fuel lines, repairs shall be made promptly. Containers shall be placed under the leaks to catch these “drips” until repairs are made.
- Releases of petroleum that impact the environment must immediately be reported by **RRR, LLC.** employees to the regulatory agencies under the following conditions. If 10 gallons or more are released to the environment, notify the **Division of Environmental and Emergency Management (DEEM) at 859-258-3784.**
- If 75 gallons or more are spilled to the environment, notify the **Kentucky Emergency Response Team at 800-928-2380 in addition to DEEM.**
- If the release impacts a stream, the **National Response Center** must also be notified at **800-424-8802** as well as the **Division of Environmental and Emergency Management and the Kentucky Emergency Response Team.**
- The **Engineering Section Manager** and the **Division of Risk Management Environmental Compliance Coordinator** should be notified as soon as practical at **859-258-3410** and **859-425-2479**, respectively.
- Spilled material that cannot be used for its intended purpose must be disposed of by **RRR, LLC.** employees in accordance with local, state and federal environmental regulations. **The Risk Management Environmental Compliance Coordinator** should be consulted prior to disposing of the spilled material to help ensure that regulatory requirements are met.
- **RRR LLC.** Supervisory and Office Management administrators should be notified of the spill immediately **following** the timely notification to safety teams, **Division of Fire,** state management and LFUCG supervisors have been contacted.

**RRR, LLC. Toll Free: 888-663-9625**

Personnel to be contacted:

Steve Rogers	606-599-7998	Transportation Mgr.
Glenn Salyer	606-599-7997	CEO, RRR, LLC.
James Faulkner	606-599-7994	Operations Mgr.
D. Scott Ferguson	502-301-0206	Mkt/Material Mgr
Dave Taulbee	606-424-6179	Service Mgr.
Michelle Hensley	606-663-9622	Office Mgr.
Barry Dobson	606-481-4488	Lead Service Tech

## **Marketing**

By producing multiple products from the yard and wood waste, we will be able to cater to a variety of markets to ensure all material is distributed to beneficial end use markets within 8 months. Our final products will be 10% organic compost, hardwood mulch, colored mulch, playground wood chips, topsoil amendments (compost mix) and boiler fuel.

We have a full time marketing manager on staff to ensure we meet this goal. We already have a large consumer base established; therefore these goals are not speculative. It is a necessity to be very diverse in the marketing approach to ensure distribution of this amount of material.

RRR, LLC. has a consumer/customer base already in place that is large enough to distribute over 100,000 tons, per year.

**Red River Ranch, LLC.  
Fire Protection Plan  
Yard Waste Processing Operation**

March 8, 2013

**Scope and Application:**

The Red River Ranch, LLC. [RRR, LLC.] recognizes the Lexington-Fayette County Urban Government [LFCUG] yard waste processing facility located at 4172 Hedger Lane does not presently have access to a water line suitable for fire control.

Therefore, a '**Fire Protection Plan**' is necessary to implement in the event of a potential hazard created during the transportation time factor necessary for the Division of Fire to access the site.

RRR, LLC. will use '**best management techniques**' to offset the lack of a municipal water supply. Utilization of protective strategies, such as the implementation of windrows of the raw and finished product will insure that large amounts of the product are not readily available to fuel the potential combustion.

Monitoring and preventative maintenance of equipment, raw product, monitoring temperatures of the finished product, accessibility to equipment necessary to combat a potential problem will be fundamental to the Red River Ranch, LLC. **Fire Protection Plan** for the site. Management techniques and well devised pre-planning will insure adequate controls to prevent a potential ignition.

Potential hazards can be diffused before becoming a problem. Adequate monitoring of equipment owned by RRR, LLC. [on a daily basis] will give assurance for prevention. Likely sources of ignition may be the following: fuel leaks, oil leaks, excessive dust on the equipment and failure to monitor potential sources of ignition will be examined, daily. As an example, during the pre-operation phase of checking equipment identification of slipping belts, leaks, or excessive dust near the engine compartment will be corrected prior to the initial daily work plan.

Spontaneous combustion is a result of excessive heat and a flammable material. Adequate controls will be taken to insure combustion materials are removed from the equipment and thus lowering the opportunity for an equipment fire.

The nature of the composing process presents a scenario that will be diffused. During the process temperature may well exceed 200 degrees (F) provided close supervision and monitoring practices are not implemented. RRR, LLC. supervisory personnel and equipment operators will periodically check for 'hot spots' in both raw and finished materials. In the event these are detected, the operator will be instructed by the RRR, LLC. site supervisor to divide and cool the area of concern.

RRR, LLC. will use the windrow technique, assuring adequate access to the product for fire prevention and retardation procedures. By turning and aerating these materials, assurances will be provided during the monitoring process. Open access to the passageways will, additionally, provide adequate access for site-based protection and allow the Division of Fire access, if responding.

**Red River Ranch, LLC.**  
**Fire Protection Plan**  
**Yard Waste Processing Operation**

Prescribed fire prevention maintenance of all powered equipment in the area will be implemented on two hour inspection intervals. Fire extinguishers will be placed in/on every piece of RRR, LLC. prior to equipment delivered to the LFCUG site. As an added protection, these ABC extinguishers will allow operations and supervision employees an invaluable tool to be used by first responders.

The adequacy and function of the fire protection devices will be made on a weekly basis by the RRR, LLC. Safety Officer. Adequate supplies for replacement of expended units will be in inventory (on-site) at all times in maintenance vehicles. Monitoring of leaking lubricants, potential sources of sparks from inadequate adjustment of belts and hoses; and accumulation of ignition sources will comprise part of the prevention plan.

In addition, RRR, LLC. will implement a product assessment and response program. Both raw products and finished products will be stored in manageable inventory. Thus if 'hot spots' are detected and turning the product has little or no effect upon lowering temperatures; the product will be divided by mechanical means. Immediately the source will be removed from the area; isolated on the concrete pad and, if necessary, adequate amounts of water will be applied from one of two sources.

RRR, LLC. will have the equipment, on site, to pump leechate from the retention basin [pond] to the source of need via RRR, LLC. irrigation equipment [pumps, lines and nozzles]. Overhead irrigation will be applied until all concern for ignition or combustion has been satisfied. Following this practice, additional turning and separation activities will continue.

In the event that the availability of retention basin volume is inadequate, Red River Ranch, LLC. will at all times have 4,000 gallon water truck available for water resource [see vehicle equipment list, attached to this document].

A third 'best practice' will be to limit visitors and non-employees from the site. Utilization of fencing, barriers, and security will prevent intentionally set combustion of the raw or finished product. In addition to site monitoring of debris [paper, cardboard, etc.] strict enforcement of unauthorized personnel access will be mandated. Thus, intentionally set fires can be minimal.

Non-smoking policies will be implemented in the immediate area of the process. Those electing to trespass or violate the no smoking policy will be dismissed or if uncooperative, law enforcement personnel will be alerted.

In conclusion, the RRR, LLC. '**application and implementation of best practices**', coupled with execution of the **RRR, LLC. Fire Protection Plan**; wise and prudent use of adequate equipment [extinguishers, irrigation equipment]; frequent monitoring of equipment; two hour interval checking for dust and equipment failure; limiting the size and scope of material accumulation; and maintaining adequate access to all materials will to the highest possible degree enhance/protect the project from potential fire.

A clearly marked escape route will be obvious to employees and visitors, alike. Emergencies will occur. Wise and prudent pre-planning; practiced 'Emergency Action Plans' and immediate combatant assignments to each managerial and equipment operator will insure execution of the RRR, LLC. Fire Protection Plan.

The written plan will be available to LFCUG personnel, RRR, LLC. personnel, OSHA officials and members of the public desirous to peruse our planning efforts.

**Michael Atkinson – Resume’/ Relevant Experience**  
**Operator**  
**RFP #4-2013 Compost-Yard Waste & Other Organics**

**PERSONAL DATA:**

Residence: Paint creek Rd  
Stanton, KY 40380

Home ~ 606.663.9770  
Mobile ~ 606.585.0604

**Mulch/Compost Area Manager - Red River Ranch, LLC.**  
**Head Equipment Operator**

Work ~ 606.663.9625  
Fax ~ 606.663.9653

**EDUCATION:**

Professional & Environmental: **National Environmental Trainers**

Certified: 2011

- Hazardous Waste Operations and Emergency Response Certification

**CERTIFICATION:**

Certified & Licensed Operator: **KY Environmental & Pubic Protection Cabinet:**

- Landfill Operator/Manager – #116455
- Compost Operator

Certified: **KY Dept. Motor Vehicles:** Operator License:

- w/endorsement for Commercial Drivers License [CDL]

Certified: **Powered Industrial Truck Operators, Inc.**  
Portman Training Center. Cincinnati, Ohio

**BUSINESS AND PROFESSIONAL EXPERIENCE:**

2004 to Present – **Mulch/Compost Site Manager**  
**Head Equipment Operator**  
Red River Ranch, LLC.

RRR, Inc. is dedicated to the development, improvement, advancement and enhancement of the earth's environment, enabled by science, in harmony with progressive environmental standards and human values.

- Management & daily operation/supervision: Lexington-Fayette Co. Haley Pike Compost Pad, 4172 Hedger Lane, Lexington, KY
- Management & operations: The Metropolitan Government of Nashville, Bordeaux Facility, County Hospital Road, Nashville, TN
- Environmental Services & Transportation – various locations
- Hardwood Mulch Processing, Marketing & Distribution
- Remediation & Special Waste Disposal
- Emergency Response Waste Removal
- Licensed UST Waste Carrier
- Special Waste Carrier [Solid/Liquid]
- Hazardous & Non-Hazardous Waste Removal
- Demolition and Site Preparation

## **Michael Atkinson – Resume' / Relevant Experience Operator**

### **RFP #4-2013 Compost-Yard Waste & Other Organics**

- Erosion Control & Transportation
- Contractual Snow Removal Operator
- Renovation/Restoration
- Aggregate Transportation
- Excavation and Earthwork
- Heavy Equipment Transportation Operator
- Heavy Equipment Certified Operator:
  - CAT 266 Skid Steer Loader
  - CAT 3054E Telehandler
  - CAT 416D Backhoe Loader
  - CAT 924G Wheel Loader
  - CAT 963C Track Loader
  - CAT 966G Wheel Loader
  - CAT 325CL Hydraulic Excavator
  - Vermeer TG800 Tub Grinder – 800 HP
  - Vermeer BC2000 Brush Chipper
  - Frontier Compost Turner

1994 to 2004 – Double D. Construction

### **Heavy Equipment Operator**

- Operator
  - CAT 966G
  - CAT 963C
  - CAT 416D

**Steve Rogers – Resume' / Relevant Experience**  
**Forman**  
**RFP #4-2013 Compost-Yard Waste & Other Organics**

**PERSONAL DATA:**

Residence: PO Box 281  
Stanton, KY 40380-2078

Home ~ 606.663.0016  
Mobile ~ 606.577.7998

**Project Foreman - Red River Ranch, LLC**

Work ~ 606.663.9688  
Fax ~ 606.663.9653

**EDUCATION:**

High School: Powell County High School, Stanton, KY 40380

**Board of Certified Safety Professionals:** National Headquarters: Evans, GA

Professional & Environmental: **National Environmental Trainers**

- Hazardous Waste Operations and Emergency Response 40 hour Certification
- MSHA: Miner Certification
- CPR / Basic First Aid
- Respirator Qualifications

**CERTIFICATION:**

Certified: **KY Dept. Motor Vehicles:** Operator License:

- w/endorsement for Commercial Drivers License [CDL]

Certified **Heavy Equipment Operator**

- Heavy Equipment **Certified** Operator:
  - CAT 266 Skid Steer Loader
  - CAT 3054E Telehandler
  - CAT 416D Backhoe Loader
  - CAT 924G Wheel Loader
  - CAT 963C Track Loader
  - CAT 966G Wheel Loader
  - CAT 325CL Hydraulic Excavator
  - Vermeer TG800 Tub Grinder – 800 HP
  - Vermeer BC2000 Brush Chipper
  - Frontier Compose Turner

# Steve Rogers – Resume' / Relevant Experience

Forman

RFP #4-2013 Compost-Yard Waste & Other Organics

## BUSINESS AND PROFESSIONAL EXPERIENCE:

2000 to Present – **Transportation Manager**  
Red River Ranch, LLC

RRR, LLC. is dedicated to the development, improvement, advancement and enhancement of the earth's environment, enabled by science, in harmony with progressive environmental standards and human values.

- Management & daily operation/supervision: Lexington-Fayette Co. Solid Waste Transfer Station, 1505 Old Frankfort Pike, Lexington, KY
- Environmental Services & Transportation – various locations
- Hardwood Mulch Processing, Marketing & Distribution
- Remediation & Special Waste Disposal
- Emergency Response Waste Removal
- Licensed UST Waste Carrier
- Special Waste Carrier [Solid/Liquid]
- Hazardous & Non-Hazardous Waste Removal
- Demolition and Site Preparation
- Erosion Control & Transportation
- Contractual Snow Removal Operator
- Renovation/Restoration
- Aggregate Transportation
- Excavation and Earthwork
- Heavy Equipment Transportation Operator

1999 to 2000 – **Scott Archery, Inc.:**  
**Personnel Supervisor**

- Operations Supervisor
- Management Coordinator
- \$3 Million Gross Annual Sales
- Manufacturing of archery materials and accessories

1987 to 1999 – **Steve's Bit Service**  
**Personnel Supervisor**

- Commercial Truck Driver (CDL)
- Heavy equipment maintenance & service
- Material Sales/Service
- Customer Support
- \$1.5 Million Gross Annual Sales



**James Faulkner – Resume' / Relevant Experience**  
**Project Foreman**  
**RFP #4-2013 Compost-Yard Waste & Other Organics**

**PERSONAL DATA:**

Residence: 843 Boone Creek Road  
Stanton, KY 40380-2078

Mobile ~ 606.481.9999

**Project Foreman - Red River Ranch, LLC.**

Work ~ 606.663.9688  
Fax ~ 606.663.9653

**EDUCATION:**

High School: Powell County High School, Stanton, KY 40380

1991 - 1994

**Board of Certified Safety Professionals:** National Headquarters: Evans, GA

Professional & Environmental: **National Environmental Trainers**

- Hazardous Waste Operations and Emergency Response 40 hour Certification
- Confined Space Entry Certification: Title 29 CFR 1910.146
- Superior Training: Emergency Response Certification
- Bloodborne Pathogens Certification
- MSHA: Miner Certification
- CPR / Basic First Aid
- Respirator Qualifications

**CERTIFICATION:**

Certified & Licensed Operator: **KY Environmental & Public Protection Cabinet:**

- Landfill Manager – KY License #13442

Certified: **KY Dept. Motor Vehicles:** Operator License:

- w/endorsement for Commercial Drivers License [CDL]
- w/endorsement for Hazardous Materials [Haz-Mat]
- w/endorsement for Tanker
- w/endorsement for Double and Triple trailers

Certified: **Powered Industrial Truck Operators, Inc.**  
Portman Training Center, Cincinnati, Ohio

- Truck Operator
- Certified for Classes # 1-7

# James Faulkner – Resume' / Relevant Experience

## Project Foreman

RFP #4-2013 Compost-Yard Waste & Other Organics

### BUSINESS AND PROFESSIONAL EXPERIENCE:

2000 to Present – **Operations Manager**  
Red River Ranch, LLC

RRR, LLC is dedicated to the development, improvement, advancement and enhancement of the earth's environment, enabled by science, in harmony with progressive environmental standards and human values.

- Management & daily operation/supervision: Lexington-Fayette Co. Solid Waste Transfer Station, 1505 Old Frankfort Pike, Lexington, KY
- Environmental Services & Transportation – various locations
- Hardwood Mulch Processing, Marketing & Distribution
- Remediation & Special Waste Disposal
- Emergency Response Waste Removal
- Licensed UST Waste Carrier
- Special Waste Carrier [Solid/Liquid]
- Hazardous & Non-Hazardous Waste Removal
- Demolition and Site Preparation
- Erosion Control & Transportation
- Contractual Snow Removal Operator
- Renovation/Restoration
- Aggregate Transportation
- Excavation and Earthwork
- Heavy Equipment Transportation Operator
- Heavy Equipment Certified Operator:
  - CAT 266 Skid Steer Loader
  - CAT 3054E Telehandler
  - CAT 416D Backhoe Loader
  - CAT 924G Wheel Loader
  - CAT 963C Track Loader
  - CAT 966G Wheel Loader
  - CAT 325CL Hydraulic Excavator
  - Vermeer TG800 Tub Grinder – 800 HP
  - Vermeer BC2000 Brush Chipper
  - Frontier Compose Turner

1999 to 2000 – **Traco Construction:**  
Operator/Carpenter

- Concrete/Masonry
- Carpentry
- Operator
  - CAT 416D Backhoe
  - CAT 3054E Telehandler

1998 to 1999 – **Rankin Trucking**

- Commercial Truck Driver (CDL)
- Equipment maintenance & service

1994 to 1998 – **Red River Ranch, Inc.**

- Heavy Equipment Operator
- Agriculture Specialist



## **D. SCOTT FERGUSON**

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Marketing & Material Manager  
RFP#4-2013 Compost-Yard Waste & Other Organics

### **PROFESSIONAL SUMMARY**

Mr. Ferguson has 24 years experience in the environmental management/emergency response and construction fields. Prior to joining Red River Ranch LLC, Mr. Ferguson directly supervised environmental programs for a major oil production company and a private environmental services contractor. His primary areas of expertise are in emergency response management, contaminant remediation, and site delineation. Mr. Ferguson has managed and/or responded to over 500 incidents and coordinated efforts with State and Federal agencies including the various EPA Regions and the United States Coast Guard. These activities have included work directly for federal agencies as a certified contractor and as a response consultant.

As a construction manager, Mr. Ferguson was responsible for designing and completing wash down pad structures across the United States for a major railroad concern. These activities included retention pond and storm water basin construction.

Since joining Red River Ranch LLC in 2006, Mr. Ferguson has managed the company's grinding and crushing operations throughout the Kentucky region. He is also involved in managing the daily operations at the Haley Pike Compost Facility for the Lexington Fayette Urban County Government and the Bordeaux Compost Facility for the Metropolitan Government of Nashville and Davidson County. He additionally heads the company's marketing and sales efforts for the Landscape Products Division and for Red River Ranch's heavy equipment rental fleet.

### **EDUCATION**

University of Missouri – Rolla School of Mines, B.S. Petroleum Engineering with a Geology minor, 1983

### **CERTIFICATES / TRAINING**

Certified Compost Operator  
Certified Playground Safety Inspector  
OSHA Hazwoper – 40 hours  
Hazardous Materials Incident Commander - 8 hours  
Hazardous Waste Site Operations Supervisor – 8 hours  
Inter-Modal Transport Container Emergency Response - 40 hours  
RCRA & OSHA Hazardous Materials Supervisor Training – 8 hours  
Confined Space Entry Training – 8 hours  
Confined Space Entry Rescue Training – 8 hours  
Excavation and Trench Training – 8 hours  
Disaster Response – 40 hours  
Blood Borne Pathogens Awareness and Remediation – 8 hours  
HM-126 – 8 hours  
American Red Cross First Aid / CPR

**Glenn Salyer – Resume’/ Relevant Experience**  
**Project Superintendent**  
**RFP #4-2013 Compost-Yard Waste & Other Organics**

**PERSONAL DATA:**

Residence: 1499 Maple Street  
Stanton, KY 40380-2078

Home ~ 606.663.9688  
Mobile ~ 606.577.7997

**Manager - Red River Ranch, LLC.**

Work ~ 606.663.9625  
Fax ~ 606.663.9653

**EDUCATION:**

High School: Powell County High School, Stanton, KY 40380 1985-1989

College: **University of Kentucky**, College of Agriculture – Agronomy, Lexington, KY 1989-1995

**Board of Certified Safety Professionals:** National Headquarters: Evans, GA

Professional & Environmental: **National Environmental Trainers**

- Hazardous Waste Operations and Emergency Response Certification
- Confined Space Entry Certification: Title 29 CFR 1910.146
- 8 hours: Superior Training: Emergency Response Certification
- Bloodborne Pathogens Certification
- MSHA: Miner Certification
- CPR / Basic First Aid
- Respirator Qualifications

**CERTIFICATION:**

Certified & Licensed Operator: **KY Environmental & Public Protection Cabinet:**

- Landfill Manager – KY License # 12445
- Landfarm Operator – KY License # 13466
- Compost Operator – KY License # 13500

Certified: **KY Dept. Motor Vehicles:** Operator License:

- w/endorsement for Commercial Drivers License [CDL]
- w/endorsement for Hazardous Materials [Haz-Mat]
- w/endorsement for Tanker
- w/endorsement for double and triple trailers

Certified: **Federal Aviation Administration (FAA)**

- Private pilot license
- Instrument Rating certified
- Single & multiengine rating certified

Certified: **Mine Safety Health Administration (MSHA)**

- Mine Safety Trainer

**Glenn Salyer – Resume' / Relevant Experience**  
**Project Superintendent**  
**RFP #4-2013 Compost-Yard Waste & Other Organics**

**CONTRACTOR QUALIFICATION 1.07 sec C:**

Three years experience as Project Superintendent in the means and method of conducting landfill remediation projects.

- Prime Contractor: March 2003 – February 2004 – Project Superintendent: Becky Jane Road Landfill closure. Menifee County Fiscal Court – James Trimble, Co Judge Executive.
- Prime Contractor: January 2002 – February 2005 – Project Superintendent: Ten (10) Separate Landfill Site Remediations. Wolfe County Fiscal Court – Darrell Bumgardner, Co Judge Executive. Russ Miller, Solid Waste Coordinator
  - Glenn Cairn, Highway 15, Kelsey Holland, Lansaw, Trent Gosneyville, Falling Water, Lower Callobose, Callobose Ridge, Flat Mary, Hiram Branch
- Contractor: November 2001 – March 2006 – Manage Daily operations of the Lexington Fayette County Solid Waste Transfer Operations. Loaded, Transported and contracted with four (4) separate landfills. Yearly waste volumes = 225,000 tons or 875,000 yards annually.
- Worked with various prime contractors in assisting in landfill closures and new cell constructions as a subcontractor.
  - Hinkle Contracting: 2004 – Present – Blueridge Landfill (Irvine, KY), Tri-K Landfill (Stanford, KY), Big Run Landfill (Ashland, KY), Local Sanitation (Morehead, KY), Benson Valley (Frankfort, KY), Valley View Landfill (Sulphur, KY), Epperson Landfill (Williamstown, KY), Kentucky Utilities, Maysville Site, Fly ash, Landfill construction/remediation.
  - Walker Co: 2008 – Haley Pike Landfill Closure (LFUCG).
  - Wallace Excavation: 2007 – 2010 – Tri-K Landfill (Stanford, KY).
  - Allen Co: East KY Power, Fly Ash, Landfill construction/remediation.
  - Charah, Inc: 2010 – 2012 – Kentucky Utilities, Fly ash, Landfill construction, Harrodsburg and Ghent generation facilities.

**BUSINESS AND PROFESSIONAL EXPERIENCE:**

1998 to Present – **Red River Ranch, LLC.**  
**Manager**

RRR, Inc. is dedicated to the development, improvement, advancement and enhancement of the earth's environment enabled by science, in harmony with progressive environmental standards and human values.

- Management & daily operation/supervision: Lexington-Fayette Co. Solid Waste Transfer Station, 1505 Old Frankfort Pike, Lexington, KY (2002-2007)
- Management & daily operations/supervision: Lexington-Fayette Co. Compost Pad & Yard Waste Recycling Program, 1492 Haley Pike, Lexington, KY
- Environmental Services & Transportation – various locations
- Hardwood Mulch Processing, Marketing & Distribution
- Aggregate Technician
- Remediation & Special Waste Disposal
- Emergency Response Environmental Services
- Licensed UST Waste Carrier
- Special Waste Carrier [Solid/Liquid]
- Hazardous & Non-Hazardous Waste Removal
- Demolition and Site Preparation
- Erosion Control & Transportation
- Renovation/Restoration
- Aggregate Transportation
- Excavation and Earthwork
- Heavy Equipment Transportation
- Contractual Snow Removal for Local, State & Federal Interstate Highways

**Glenn Salyer – Resume' / Relevant Experience**  
**Project Superintendent**  
**RFP #4-2013 Compost-Yard Waste & Other Organics**

1990 to 1998 – Salyer Farms, Inc:  
Owner/Manager

- Agricultural production of tobacco, soy beans, cattle and forage [planning, execution, harvest, performance monitoring]
- Management & implementation of conservation reserve programs
- Management, maintenance and operation of heavy trucks – [intra-state carrier of related agricultural products]
- Management excavation projects
- Management underground irrigation installation
- Golf course construction, annual maintenance of greens and fairways

1988 to 1990 – Duncan Machinery Movers

- Onsite Supervisor of Heavy Equipment Moving Crew
- Steel fabrication and installation
- Diversified heavy machinery moving
- Welding and rigging

**VOLUNTEER COMMUNITY ACTIVITIES:**

- Site Sponsor for the Progressive Farmer Magazine: “Farm Safety Day for Youth”
- Participant in “Powell Co. Community Trick / Treat Project”
- Active participant: “Shop With A Cop Program” in conjunction with local Powell County Sheriff, City of Stanton and Clay City Law Enforcement groups
- Proud sponsor & supporter of educational programs for local public schools
- Pilot participant with the “Angel Flight Network” - a division of the National Charitable Patient Air Transportation System, whose mission and purpose is "...to ensure that no financially needy medical patient is denied access to distant specialized medical evaluation, diagnosis or treatment for lack of a means of long-distance medical air transportation."
- Member and Chairman of the Board: Stanton – Powell County Airport Board of Directors

**Personal References:**

Mr. Art Walker – The Walker Company	(859) 498-0093
Mr. Dow Porter – Shield Environmental Associates	(859) 294-5155
Mr. Jeff Perry – Republic Services	(859) 321-3530
Mr. Scottie Perdue – PECCO, Inc.	(859) 887-5508
Mr. Bruce Crouch – Waste Management	(800) 880-8608
Mr. Jim Mattingly – Hinkle Contracting	(859) 749-8233

**S. Michelle Faulkner Hensley – Resume' / Relevant Experience**  
**Office/HR – LFUCG-Constitution Park Softball Field**

**PERSONAL DATA:**

Residence: 2536 Paint Creek Road  
Stanton, KY 40380

Home: 606.663.0192  
Mobile: 606.599.7995

**Office Manager – Red River Ranch, LLC.**

Work: 606.663.9625  
Fax: 606.663.9653

**EDUCATION:**

High School: Powell County High School, Stanton, KY 40380

Professional Development: SBA, Lexington, KY 40509

Lexington Community College: Lexington, KY 40509

**SPECIAL INTEREST:**

Community Involvement, President of Kiwanis Club, Member of Area Long Range Planning Committee, Representative of Powell County Extension Office. Plan and facilitate several major community projects. Volunteer leader for youth service organizations.

**BUSINESS AND PROFESSIONAL EXPERIENCE:**

August 2000 – Present:

**Office Manager/HR**  
**Red River Ranch, LLC.**

Maintain and process accounts payable and accounts receivable in QuickBooks 2003. Manage incoming correspondence. Maintain equipment inventory. Maintain DOT driver records. Process federal and state tax returns, Maintain inventory control related to parts and supplies. Licensing and Permits Coordinator. Human Resources Administrator.

**March 1996 – August 2002**

**Powell County Clerk's Office, Deputy Clerk**

(Transferred from Fayette County Clerk's Office)  
Responsibilities included collecting and attesting fees collected for real estate taxes and automotive taxes. Processed renewals and transfers of automobiles on an IBM 3278 computer. Liaison to KY State Department of Transportation and KY State Revenue Cabinet. Wrote and implemented policies and procedures. Processed state tax and fee reports. Verified and recorded various documents including all real estate transactions such as deeds, mortgages, and les pendens. Assisted customers in title searches on real estate. Managed vault area and records for the county.

**S. Michelle Faulkner Hensley – Resume' / Relevant Experience**  
**Office/HR – LFUCG-Constitution Park Softball Field**

**December 1997 – August 2002**

**Richard Fain - Attorney at Law, Title Clerk (part-time)**

Researched real estate documents for mortgage company's. Assisted attorney and mortgage companies in resolving conflicts recorded in real estate filings.

**July 1987 – March 1996**

**Fayette County Clerk's Office, Deputy Clerk**

Assistant supervisor. Advisor to Kentucky Statewide Automotive Computer System support team. Backup person for most positions including department accountant. Balanced daily deposits for 28 clerks. Processed renewals and transfers for large corporations. Assist customers with concerns pertaining automobiles. Updated and maintained documents on in house computer system. Completed and notarized applications of various types. Maintained incoming correspondence. Verified, processed and maintained fleet records and accounts for over 200 business.

**November 1986 – July 1987**

**Rite Aid Pharmacy, Clerk**

Operated register, ordered merchandise, balanced registers, stocked shelves, maintained inventory, Assists customers, Processed store's Plan-O-Grams.

**References:**

Available upon request



## **Marisa S. Abner**

1261 Hatton Creek Road  
Stanton, KY 40380  
(606) – 663 – 2533  
(606) – 424 – 6136 to leave message  
[marisa\\_abner@yahoo.com](mailto:marisa_abner@yahoo.com)

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**OBJECTIVE** Obtain a position that involves helping others in some capacity where my skills and education will be utilized

**EDUCATION** Bachelor of Business Administration - Management option  
Psychology Minor, Morehead State University, Morehead, KY  
Graduated May 12, 2001

- 3.0 GPA in classes pertaining to major
- High school Valedictorian
- Received scholarship from MSU
- Worked on many group presentation projects
- Co-wrote feature article in 2000-2001 MSU College of Business Newsletter

**EXPERIENCE** A/R & Payroll Manager, Red River Ranch, Inc., Stanton, KY April 2002 - Present

- Create and maintain accounts for customers/jobs
- Receive and deposit customer payments and reconcile accounts accordingly
- Perform complete weekly payroll functions for 50+ employees
- Track employee loans and repayments
- Handle all payroll taxes and liabilities
- Research and resolve payroll tax issues from previous years
- Complete various employee related inquiries including child support, unemployment insurance, etc.
- Generate revenue reports
- Produce weekly safety tips
- Resolve customer and employee questions and concerns
- Compose, proofread, and edit various documents
- Execute general office duties, including editing and sending correspondence, directing phone calls, filing, etc.

Head Lifeguard, Stanton City Pool, Stanton, KY Summers 2000,99,97,95,94

- Sorted opening and closing money and made daily deposits
- Filled out itemized money transaction sheets and daily schedules
- Handled customer and cash register complications
- Assisted with payroll
- Performed manager's duties when he was not present

Secretary, Powell County Board of Education, Stanton, KY June 98-August 98

- Greeted and directed visitors to appropriate offices
- Talked with applicants awaiting interviews
- Completed and organized various types of paperwork
- Composed and mailed various articles of correspondence

- Handled important phone calls

Cashier, Fill Zone Food & Fuel Center, Stanton, KY June 96-August 96

- Worked directly with public
- Maintained clean, friendly environment

## SKILLS

Computer

- Web design class
- Work frequently with Quickbooks, Microsoft Excel and Word, and Internet Explorer
- Have experience with Microsoft Front Page and Publisher
- 70 wpm average typing speed

Personal

- Very observant, helpful, and detail-oriented
- Learn quickly

# AFFIRMATIVE ACTION PLAN

## FOR

### RED RIVER RANCH, LLC

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

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

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

Signature of Company Official	Manager Title	March 7, 2013 Date
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Manufacturer	Description	Serial Number	Year
963 Track loader		21Z04207	
Air Curtain Burner (Portable-Custombuilt)	Poratable Custombuilt Air Curtain Burner	...	
Allis-Chalmers - WD45 Tractor	WD-45	CC-LU-XK208663	
Allmand Bros / Light Tower Plant	Lighting Equipment	0618PR001	
Allmand Bros / Light Tower Plant	Lighting Equipment	9910NLP26	
ASV 2005 Rubber Track Skid Loader/RC-100	Track Skid Steer Loader	RSD01233	2005
Backhoe Fork Attachment	Backhoe Forklift Attachment	RCW14091	
Bunten BHT-16BTV Walk-behind Mower	Mower BHT/16BTV	ABHT66018	
Bush Hog - Rotary Mower	2315 Bush Hog Rotary Mower	12-00232	
Carco Service Trlr	Service Oil Trailer	1B6LS5204P367024	04
Case - 750K Dozer w/Winch & Open ROPS	Case 750K Dozer w/Winch & Open ROPS	CAL003017	2003
Caterpillar - 236 Skid Steer	Skid Steer	~	2001
Caterpillar - 305.5 12" Bucket	Goes with Excavator (1238)	RCW21532	2011
Caterpillar - 305.5 24" Bucket	Goes with Excavator (1238)	RCW21529	2011
Caterpillar - 305.5 DCRL Hydraulic Excavator	Mini Hydraulic Excavator	FLZ01238	2012
Caterpillar - 305.5 Hydraulic Thumb	Goes with Excavator (1238)	07JW16167	2011
Caterpillar - 325B - Grapple			
Caterpillar - 325CL Excavator	325 Excavator	BEF00954	2003
Caterpillar - 330DL		6DR08612	
Caterpillar - 330DL Excavator	330DL Excavator	MWP01892	2007
Caterpillar - 345BL Excavator	1999 345BL CAT 324BL Excavator	4SS01175	1999
Caterpillar - 349EL Excavator	349EL Excavator	OTFG00458	2012
Caterpillar - 416C Backhoe/Loader	Backhoe/Loader	1WR10214	2000
Caterpillar - 525 Skid Steer			
Caterpillar - 525C Wheel Skidder	525C Skidder	CAT0525CJ52500799	2010
Caterpillar - 730 Articulated Truck	CAT 730 Articulated Truck	AGF00917	2003
Caterpillar - 740 Articulated Truck	Articulated Truck	CAT00740PAXM01168	2004
Caterpillar - 740B Articulated Truck	Articulated Truck	OT4R01187	2012
Caterpillar - 740B Articulated Truck	Articulated Truck	OT4R001184	2012
Caterpillar - 815F - Soil Compactor	Soil Compactor	OBYN00355	
Caterpillar - 815F II	Dirt Compactor	BYN00437	2008
Caterpillar - 902 Wheel Loader	Wheel Loader	7ES00450	1999
Caterpillar - 924G Wheel Loader	924G	9SW00872	2000
Caterpillar - 924G Wheel Loader	924G	9SW01037	2001
Caterpillar - 938G Wheel Loader	938G	CAT0938GJCRD01235	2004
Caterpillar - 950G Wheel Loader	Wheel Loader	3JW01575	2000
Caterpillar - 963 Track loader	Trackloader	1061	2002
Caterpillar - 963C TrackLoader	963C Trackloader	2DS00717	1999
Caterpillar - 963C TractLoader	963C Trackloader	963-21204448	1992
Caterpillar - 963D Loader	CAT 963D	LCS00889	2008
Caterpillar - 966G Wheel Loader	966G	3ZS00734	2001
Caterpillar - 966G Wheel Loader	966G	3ZS00736	2001
Caterpillar - 966H Wheel Loader	966H	CAT0966HJA6D00632	2006
Caterpillar - 966H Wheel Loader	966H	CAT0966HAA6D00635	2006
Caterpillar - 973C Loader		S9N03332	
Caterpillar - 973C TrackLoader	973C TrackLoader	CAT0973CPBCP00301	2006
Caterpillar - 980K - Wheel Loader	Wheel Loader	W7K00651	2012
Caterpillar - 988G Loader RS&G	Loader	BXY01191	
Caterpillar - Bucket	Goes with Excavator (00458)	RCW21793	2011
Caterpillar - CS56B Soil Compactor w/shield kit	Soil Compactor	L8H00370	2012
Caterpillar - D4B	Dozer	2YF00358	1987
Caterpillar - D4G LPG Dozer	D4G LPG DOZER	CAT00D4GCTLX01044	2006
Caterpillar - D6 LGP Dozer with Cab GPS ready	Dozer with Cab - GPS Ready		
Caterpillar - D6K - ARO Ready	Dozer		2010
Caterpillar - D6T XL	Dozer	GMK00774	2012
Caterpillar - D6T XL	Dozer	LAY01152	2008
Caterpillar - D6T XL - MS Ripper	D6T XL attachment	1FH006475	2012
Caterpillar - D6T XL - MS Ripper	D6T XL attachment	n/a	2008
Caterpillar - D8H	Dozer		
Caterpillar - D8T	Dozer	KPZ02411	2008
Caterpillar - D8T - ARO Ready	Dozer	KPZ03739	2010
Caterpillar - D8T Track Dozer ARP Ready	Dozer - ARO Ready	KPZ03317	2009
Caterpillar - D9R Dozer - (Hanson Brick)	Dozer	5xD03674	
Caterpillar D8T Crawler Tractor	D8T Crawler Tractor	CAT00D8THJ8B00457	2005

Manufacturer	Description	Serial Number	Year
Chev 3500 (1995)	1995	226914	
Chev C&C		1GBHC33K0PJ343585	93
Chev S-10	S-10 Pickup Truck	1GCCS19ZXP8139305	93
Chevy K2500	K2500 Pickup	1GCGK24K1LE160363	90
Clark Forklift (45)	Forklift 100D-SS-52B	CGP460G-0040-9472FB	
Clark Forklift (46)	Forklift 100D-SS-52B	CMP230L-2078-6872KF	
Clark Forklift - PECCO	Y101500378672	C500&155D	
Clark Forklift 7975 lb GCX50 (43)	Forklift	GX710U-0239-9424FB	
Clark Forklift 7975 lb GCX50 (44)	Forklift	GX710U-0237-9424FB	
Conveyor		@ AWA	
D8 Dozer -		46A25377	
Dodge	Pickup	1B7KF26C3RS632187	94
Dodge 2500 Laramie	TK-Blue Dodge Crew Cab	3D7UT2CL7BG599851	11
Dodge 5500	Dodge - Pickup with dump bed	3D6WD76A08G119613	
Dodge D2500	Pickup D250	1B6KD245XJS780405	88
Dodge Ram 2500 (2012)	2012 Dodge Maroon Pickup	3C6UD5CL8CG181865	12
Dodge Ram 3500 (1994)	1994	598015	94
Dorsey	Van - Ryder Box Van	1DTV5152XWA259421	98
Dorsey	Van - Ryder Box Van	1DTV5152XWA259502	98
Double Walled Fuel Tanks (2)			
Dresser Roller		@ AWA	
Dumpster Box - Brown M&M	Dumpster Box-Brown M&M	n/a	n/a
Dumpster Box - Small Dirt Box	Dumpster Box-Small Blue Dirt Box	n/a	n/a
East	Walking Floor	1E1U1X283RRA15780	1994
East - Trailer	Tandem	1E1U1X285PRJ13783	93
East - Trailer	Tandem	1E1U1X283RRH15170	94
Echo 550EVL Chainsaw	Chainsaw	73162	
Echo Weedeater SRM3000	Weedeater	68393	
<b>FAZA / Panorama - Hay Rake</b>	<b>Hay Rake/10 Wheel</b>	<b>1530</b>	
Finlay 790 Trommel Plant	790 Trommel	FST540238	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Flat-bed Wagon	Flat-bed wagons (hay wagons)	n/a	
Ford	White Pickup	1FTS21P86EB47495	06
Ford	Boom Truck - ZAG	1FDNF70K8JVA28417	88
Ford	Service Truck-Flat Bed	U80CVR52859	73
Ford - 15' Bushhog	15' Batwing Bushhog	n/a	
Ford - F650	F-650 - to pull outerlimits boat	3FRWW65X86V3359147	2006
Ford 9000	Dump Tri-axle	1FDYU90W7EVA35365	84
Ford Explor	SUV	1FMZU73K75UB11206	05
Ford Explor	SUV	1FMEU73E76UB42210	06
Ford F150	Pickup F150	1FTPX14534NA05370	04
Ford F250	Pickup F250	1FTSX21PX6EC06479	06
Ford F250	Pickup F250	1FTNX21P84ED89746	04
Ford F250	Pickup F250	1FTNX21P34EC31878	04
Ford F250	Pickup F250	1FTNW21F2YED41918	00
Ford F250	Pickup F250	1FTSX21PX5EB80965	05
Ford F250	Pickup F250	1FTNX21F92EB50467	02
Ford F250	Pickup F250	1FTNX21F81EB67484	01
Ford F250	Pickup F250	1FTNX21F3YEB67497	00
Ford F250	Pickup F250	1FTSW2BR5AEA69513	10
Ford F450	Service Truck F450	1FDXF46F3YEB07862	00
Ford F450	Service Truck F450	1FDXF47P95EB56633	05
Ford F550	Service Truck F550	1FDAW57P97EA22722	07
Ford F550	Service Truck F550	1FDAF57F21ED16140	01
Ford F550	F-550 Ford / 4 Door Service Truck	1FDAW57P85EA31392	05
Ford F550	Service Truck F550	1FDAW57F9YEE25480	00

Manufacturer	Description	Serial Number	Year
Ford F-700	Service Truck-F700	1FDPF72J2TVA27120	96
Ford F8000 Lube Truck	Lube Truck	1FDZU82E4RVA31167	1994
Ford Flatbed	Flatbed truck	1FDLF47F7REA39810	94
Ford LT8000 (1994)	Fuel/Lube Truck	1FDZU82E4RVA31167	1994
Ford LTL9000	Dump Tri-axle	1FDZA90L6NVA19144	92
Ford LTL9000	Dump Tri-axle	1FDZA90WXVVA25944	97
Freightliner	TK-	1FV6HJAA2WH948043	98
Freightliner	Sleeper	1FUEYRYB3HH298669	87
Freightliner	Sleeper	1FUYPDZYB3RH416665	94
Freightliner FL70	TK -	1FVXJLBB9V1794101	97
Frht	TK - Service Truck	1FVABTAK22HJ81322	02
Galion T500 Grader	Grader	T500A04049	
GATO	T-2axle trailer	4Z1UA14225S001109	05
Genie Lift - 2000 Genie Lift	Lift	S60-6253	
Genie Lift - 5-60	Genie lift	S60-7541	2001
Genie Lift - S-60		AXX31056	
Genie Lift - Z30/20 Electric			
GMC 7000/Chevy	Service Truck-Box Truck	T17DBAV574902	80
Grimmer Schmidt Air Compressor	Air Compressor	108351	
Hale / Irrigation Equipment	Irrigation Equipment/Pump	49099	
Heil (Tanker)	Concrete Tanker	5HTSN412XV7T04691	97
Hotsy / 1260SS	H03003-49799	H03003-49799	
Hotsy / Portable	Portable/Pressure Washer 1260SS	H46599/0100	
Hotsy / Stationary S5732-4	Stationary / Pressure Washer	H39608 0298	
Hotsy / Stationary S5732-4	Stationary / Pressure Washer	H41722 0998	
Hyster Forklift	Forklift		
Industrial Vacuum			
Int'l	Dump Tri-axle	1HTZPJMR0HHA24710	87
Int'l	Dump Tri-axle	1HTZPJMR7HHA24798	87
Int'l COF9670	Cab Over	1HSRDJUR3HH491405	87
Int'l (4900)	TK-	1HTSHAAT9TH277433	96
Int'l (4900)	TK-V	1HTSHADT51H275803	01
Int'l (4900)	TK -	1HTSDAAN0XH650659	98
Int'l REL (2001)	TK -	1HTSHADT61H275809	01
Int'l REL (2002)	TK -	1HTSHADT62H368749	02
Int'l (4900)	TK-	1HTSHAAR9XH642476	99
Irrigation Equipment - Sprinklers	Irrigation Equipment	n/a	
Irrigation Equipment - Pipe	Irrigation Equipment	n/a	
Isuzu Blower			
Jack Hammer			
Jack Hammer			
JJ	Walking Floor Trailer	1594A4524TM006453	96
JLG Lift	JLG Lift		
Kauf	Utility Trailer	15XFH2424X1001028	99
Kawasaki - Loader 95ZV-2	Loader	97C5-5122	2010
Kenworth	Day Cab	1XKADB9X9PJ589448	93
Kenworth - T300	T300	2NKMHZ7X95M084815	
Kenworth - W900	KW W900	1NKWXBEX27J195061	
Kenworth /slpr	TK-Sleeper	1XKWDB9X0SJ658610	95
Keweenaw 500	500 Corn Elev.	n/a	
Kilbros - Grain Cart	Grain Cart Model #590	K92393	
Kilbros - Gravity Beds	Gravity Beds-Running Gears	n/a	
Kilbros - Gravity Beds	Gravity Beds-Running Gears	n/a	
Kobelco - SK210 - 2005	Kobelco SK210LC - 2005	YQ08-U2275	2005
Kobelco - SK210 - 2006	Kobelco SK210LC - 2006	YQ08-U3088	2006
Komatsu - CD110R-2	Track Dump	KMTCD007K01001639	2009
Komatsu - PC360LC-10	Excavator	A32855	2013
Komatsu - PC360LC-10	Excavator	A32919	2013
Komatsu - PC490PC-10	Excavator	A40285	2013
Komatsu - PC490PC-10	Excavator	A40286	2013
Komatsu PC200LL-7 Log Loader	PC200LL - 7 Log Loader	KMTPC124A54A86011	2006
Labounty Concrete Pulverizer	Concrete Pulverizer (330DL Attach)	CP80	
Labounty Wood Shearer	Wood Shearer (330DL Attachment)	MWS80	
Lidell	Lowboy	1Z92934946E094092	06

Manufacturer	Description	Serial Number	Year
Lown Rolls Model B700			
LUFK T Trail	Box Trailer	1LD1A4825D1062381	83
MAC Trailer	Walking Floor Trailer	5MAMN48216C011668	06
MAC Trailer	Walking Floor Trailer	5MAMN48236C011669	06
MAC Trailer	Walking Floor Trailer	5MAMN48217C014068	07
MAC Trailer	Walking Floor Trailer	5MAMN48237C014069	07
MAC Trailer	Walking Floor Trailer	5MAMN48272C005125	02
MAC Trailer	Walking Floor Trailer	5MAMN48226C009959	06
MAC Trailer	Walking Floor Trailer	5MAMN482X6C011667	06
MAC Trailer	Walking Floor Trailer	5MAMN482X6C011670	06
MAC Trailer	Walking Floor Trailer	5MAMN48281C004810	01
MAC Trailer	Walking Floor Trailer	R5MAMN48281C004810	01
Mack	Dump Roll Off	1M2B126C5EA010376	84
Mack	TK-Rolloff Truck	DM686SX2965	80
Mack	TK-Rolloff/Cabover Truck	1M2K195C9TM007888	96
Mack	Dump Roll Off	2M2P198C9JC001345	88
Mack	Roll Off	1M2B179C4JW002534	85
Mack	Roll Off	1M2B209C5XM024390	99
Mack CB	Dump Tri-axle	1M2P324C02M061166	02
Mack CB	Dump Tri-axle	1M2P324C22M061167	02
Mack CB	Dump Tri-axle	1M2P324C42M061168	02
Mack CB	Dump Tri-axle	1M2P324C62M061169	02
MACK DM690 (Water Truck)	Off Road Water Truck	~	1999
Magnum Brush Cutter for ASV RC-100			
Major Backhoe Boom Attachment	Backhoe Boom Attachment	n/a	
Major Bucket Sweeper Attachment	Backhoe Broom Attachment/2852	6381	
Marlow / Irrigation Equipment	Irrigation Equipment/Pump	416183	
Mechanical Transplanter - Setter	Tobacco Setter	n/a	
MGL Stacking Conveyor	Stacking Conveyor	7436T004	
Miller 400D DC Welding Generator		LE349448	
Miller CP300 Arc Welder	n/a	n/a	
Mitsubishi Forklift		Forklift	
Mobile Alkota Cleaning System	Attachment for Excavators		
Pacific Brake Press / 500 Ton			
Penn 9000 GA	Tanker Trailer	KYT25761	84
Peterbilt	Day Cab	1XPFD80X7VN452321	98
Peterbilt	Sleeper	1XP5DB9X1LN294673	90
Peterbilt	Sleeper	1XP5DB9X7RD339011	94
Peterbilt 330	Dump Single-axle	2NPNHD7X34M827744	04
Peterbilt 330	Dump Single-axle	2NPNHD7X54M827745	04
Peterbilt 330	Dump Single-axle	2NPNHD7X74M827746	04
Peterbilt 330	Dump Single-axle	2NPNHD7X94M827747	04
Peterbilt 335	ST-Red Pete/Natl Truck	2NPLHD7X07M732084	07
Peterbilt 357	Dump Tri-axle	1NPAXBTX91N550296	01
Peterbilt 357	Dump Tri-axle	1NPAXBTX01N550297	01
Peterbilt 357	Dump Tri-axle	1XPAPBEX74N829804	04
Peterbilt 357	Dump Tri-axle	1XPAPBEX94N829805	04
Peterbilt 357	Dump Tri-axle	1XPAPBEX04N829806	04
Peterbilt 357	Dump Tri-axle	1NPAX6TX5VN429262	97
Peterbilt 357	Dump Tri-axle	1NPAXBTX72N570774	02
Peterbilt 357	Red Tri-axle	1XPALA0X7PN336481	93
Peterbilt 357	Dump Roll Off	1NPAXBEXX4N829807	04
Peterbilt 359	Sleeper	70961N	74
Peterbilt 378	Dump Tri-axle	1NPFUXEX93N591481	03
Peterbilt 379	Day Cab	1XP5DB0X06N632512	06
Peterbilt 379	Day Cab	1XP5DB0X26N632513	06
Peterbilt 379	Day Cab	1XP5DB0X46N632514	06
Peterbilt 379	Day Cab	1XP5DB0X01N565872	01
Peterbilt 379	Day Cab	1XP5DB0X32N572106	02
Peterbilt 379	Day Cab	1XP5DB0X82N572103	02
Peterbilt 379	Day Cab	1XP5DB0XX2N572104	02
Peterbilt 379	Day Cab	1XP5DB0X12N572105	02
Peterbilt 379	Day Cab	1XP5DB0X52N572107	02
Peterbilt 379	Sleeper	1XP5DB9X8NN314462	92



Manufacturer	Description	Serial Number	Year
Peterbilt 379	Day Cab	1XPFD89X6PD326087	93
Peterbilt 379	Sleeper	1XP5D29X5JN254988	88
Peterbilt 379	Sleeper	1XP5D89X8JN267329	88
Peterbilt 379	Sleeper	1XP5D69X4PD326530	93
Peterbilt 379	Day Cab	1XP5DB9XXYN509760	00
Peterbilt 379/slpr	TK-Sleeper (Red)	1XP50B9X2VN466139	98
Peterbilt 388	Fuel/Lube Truck	1NPWL00X79D787655	09
Peterbilt Cabover	Cab Over	1XP6DBEXZJD601015	88
PowerScreen - BL-Pegson XA400 Track Jaw Crusher	XA400 Mobile Track Jaw Crusher	400485FEXA	2008
PowerScreen - Chieftain 1400 Track	1400 Track	PID00066H7AD30203	03
PowerScreen - Chieftain 1400 Track	1400 Chieftain	6612403	
PowerScreen - Chieftain 1800 Track c/w vib grid	1800 Chieftain Track Unit	12003547	
PowerScreen - Commander (CCMN408)	Commander (CCMN408)	6702854	2006
PowerScreen - Commander 1400		PID00135JDGA20278	
PowerScreen - MGL 7436 / M85 Track Conveyor	M85 Track Conveyor	74367004	2011
PowerScreen - Turbo Chieftain 1400 Screenplt	1400 Screen Plant	6611953	
Powerscreen - Turbo Chieftain 1800 Track unit	1800 Cheiftain Track Unit	12003286	
Pressure Washer - 1340 PW Husq	Pressure Washer	n/a	
Prot - Gooseneck	Gooseneck	5BNDG2525YC002325	00
Rock	Small Trailer	1R9BU18275L464090	2005
Rolloff Container/Dumpster - 40 yard - 11924	Rolloff Container-40 Yard - Yellow	11924	
Rolloff Container/Dumpster - 40 yard - 11925	Rolloff Container-40 Yard - Yellow	11925	
Rolloff Container/Dumpster - 40 yard - 11926	Rolloff Container-40 Yard - Yellow	11926	
Rolloff Container/Dumpster - 40 yard - 11927	Rolloff Container-40 Yard - Yellow	11927	
Rolloff Container/Dumpster - 40 yard - 12157	Rolloff Container-40 Yard - Yellow	12157	
Rolloff Container/Dumpster - 40 yard - 12158	Rolloff Container-40 Yard - Yellow	12158	
Rolloff Container/Dumpster - 40 yard - 12159	Rolloff Container-40 Yard - Yellow	12159	
Rolloff Container/Dumpster - 40 yard - 12160	Rolloff Container-40 Yard - Yellow	12160	
Rolloff Container/Dumpster Box - 33850	40 yard Rolloff Container	33850	2003
Rolloff Container/Dumpster Box - 33851	40 yard Rolloff Container	33851	2003
Rolloff Container/Dumpster Box - 33852	40 yard Rolloff Container	33852	2003
Rolloff Container/Dumpster Box - 33853	40 yard Rolloff Container	33853	2003
Rolloff Container/Dumpster Box - 34115	40 yard Rolloff Container	34115	2004
Samsung - SE280LC-2	SE280LC-2 EXC (Long Boom)	HBV2238	1997
Scag STT61V-29DFI-SS Mower		D7701023	
Schulte - Bushhog	Batwing Bushhog	C30101176001	
Scissor Lift	Mortons Scissor Lift	172595	
Scissor Lift	Mortons Scissor Lift	218550	
Scissor Lift	Mortons Scissor Lift	078219	
Scissor Lift	Mortons Scissor Lift	158361	
Scissor Lift	Mortons Scissor Lift	136457	
Stack Wagon 1043			
Stacking Conveyor M-85	Stacking Conveyor	6103078	
Stacking Conveyor M-85	Stacking Conveyor	68044213	
Stacking Conveyor M-85	Stacking Conveyor		
Stacking Conveyor Radial Stacker - M100	M100 Conveyor	4200200	
Stihl 020AVP Chainsaw	Chainsaw	4039964	
Stihl 030AV Chainsaw	Chainsaw	1622514	
Stihl BG75 Blower	Leaf/Dirt Blower	TA8025VB24RB	
Storage Equipment - Avon	Office Trailer		
Sweepsters Bobcat Broom	Broom Attachment HG60PGEHL	9604018	
Sweepsters Bobcat Broom	Broom Attachment HG60PGEHL	177448	
Taylor TE250S Forklift		S-H2-22212	
Terex BL-Pegson 1412 Trakpactor Impact Crusher	1412 Trakpactor	140144CM	2006
Terex BL-Pegson 428 Trakpactor Impact Crusher	428 Trakpactor Impact Crusher	QMO280120BA	2003
Terex Pegson 1000 Maxtrack Cone Crusher	1000 Maxtrack Cone Crusher	100789FK	2008
Terex Pegson 428 Trakpactor	428 Tracked Impactor Crusher	280185CK	2005
Terex PowerScreen - Chieftain 1700	1700 3-deck Mobile Track Screening Plant	PID00129VDGC75455	2012
Terex T30 ton Articulated Truck		A7991300	2001
Top	Flatdec	5HLSF20256F061074	06
Toyota T100	Pickup T100	JT4VD10A0R0018388	94
Trailst	Tri-axle Dump Bucket Tlr	1T9DS32C9J1066315	87
Tran-Eagle	Flatbed Trailer	1TTF4820XW2002852	98
Trim (Tanker)	Tanker (Walker)	H40190	71

Manufacturer	Description	Serial Number	Year
Trimble GPS Mounted on D6 LGP	Goes with D6 LGP		
Trueline Gosnk	Gooseneck	1T9GD2525LJ186166	90
Tye - Grain Drill	Grain Drill/No-Till Pasture Pleaser	X-2-521-8-EWP	
Unverferth Rolling Harrow	Rolling Harrow 220	H43350434	
Vermeer - Dingo S-600-TX mini Skid Steer	S-600 TX mini Skid Steer	1VRZ0508791001115	~
Vermeer - Tub Grinder - TG-800	Tub Grinder	1VRU434D211000114	2008
Vermeer - Tub Grinder - TG-800	Tub Grinder	1VRU434D411000115	2008
Vermeer - Tub Grinder - TG-800	Tub Grinder	1VRU434D921000127	2008
Vermeer - Tub Grinder - TG-9000	TG-9000 Tub Grinder	1VRY4348171000134	2011
Vermeer - Tub Grinder - TG-9000	TG-9000 Tub Grinder	1VRY4348861000128	2011
Vermeer - Tub Grinder - TG-9000	TG-9000 Tub Grinder	1VRY4348661000127	2011
Vermeer HG6000TX Grinder	HG6000TX Horizontal Grinder	1VR2390A3D1001009	
Vicon - 241 Disc Mower	KM 241 Disc Mower	51570	
Vicon - Hay Tedder	Hay Tedder RS410T	6530	
Volvo - 360 - Grapple			
Volvo - 360 - Ken 70 Hydraulic Hammer	Attachment for Volvo 360		
Volvo - A25C Off Road Water Truck	Off Road Water Truck	61067	1997
Volvo - A35 - Articulated Truck	Articulated Truck - A35	A35V1920	1992
Volvo - A40D - 2004	Articulated Truck	11106	2004
Volvo - A40D - Articulated Truck	Articulated Truck - A40D	12325	2005
Volvo - A40D - Articulated Truck	Articulated Truck - A40D	A40DV11140	2004
Volvo - A40D - Articulated Truck	Articulated Truck - A40D	13744	2007
Volvo - A40D - Articulated Truck	Articulated Truck - A40D	13743	2007
Volvo - A40D (2002)	Articulated Truck	A40DV60130	2002
Volvo - A40D (2008)	Articulated Truck	A40DV070358	2008
Volvo - EC360BLC - Excavator (2005)	Volvo EC360BLC Hydro Excavator	EC360BLC11446	2005
Volvo - L180E - Wheel Loader (2006)	2006 Volvo L180E / Wheel loader	L180EV7265	2006
Volvo - L220E	L220E	L220EV3293	
Volvo - L220E	Volvo L220E Wheel Loader	L220EV3338	2005
Volvo - L35B Wheel Loader	Volvo L35 Wheel Loader	L35BV1883636	2006
Volvo - L45B Wheel Loader	Wheel Loader	L45BD1951022	2001
Wacker	Plate Compactor	5233759	
Wacker / BTS1035	Concrete Saw	5190514	
Wacker 6" Trash Pump		5573394	2005
Wacker Water Pump			
Wacker Water Pump			
Water Pump 540 PTO			2006
WHGM	TK-FrontEnd	4V2DCFBE5SN695440	95
Worthington Air Compressor	Mortons	@ AWA	
Wysong Hydraulic Shear			
Zero Turn Riding Mower	Riding Lawn Mower - Zero Radius	n/a	

# **Red River Ranch, LLC.**

1499 Maple Street  
Stanton, KY 40380

Glenn M. Salyer, President

## ***Employee Handbook***

Adopted April 1, 2003

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## MESSAGE FROM THE PRESIDENT OF RRR, LLC.

I want to thank those employees that have been with us for many years, working to make our Company successful. Without your dedication, our growth would not have been possible.

To those of you who are just joining us, we welcome you! We take pride in our business on the foundation of serving the customer better than our competitor. With your dedication, Red River Ranch, LLC. will continue to provide quality service to our customers.

All successful business leaders and successful organizations have a mission. We take pride in our Mission Statement:

"Red River Ranch, LLC., a uniquely diverse company, will provide quality and reliable transportation and excavation services to construction and environmental firms within the Commonwealth of Kentucky. Red River Ranch, LLC. will maintain a standard of excellence in the services they provide while at the same time sustaining a safe working environment for both employee and customer. Red River Ranch, LLC. will promote company growth and development by utilizing employee skills and talents. Through the dedication and cooperation of our employees, Red River Ranch, LLC. will provide superior service to our customers today, tomorrow, and in the future."

You, as an employee of Red River Ranch, play a very important role in our future success, image in the workplace and relationship with the customer. To continue to be successful, we must have a goal of doing the job right the first time. That goal includes the accomplishment of our objective, continual improvement in efficiency in each of our job assignments.

We are dedicated to safety. It is important that you share your input, thoughts, ideas and suggestions regarding training, safety, quality of our services and ways to insure customer satisfaction. We expect you to perform your work effectively, efficiently and to do the best of your ability while maintaining high standards of personal conduct, observing Company, state, and federal regulations as you carry out your assigned duties and tasks.

In order that you are a success and the Company continues to be successful in the service to our customers, we need to grow together. I welcome your ideas, your support and dedication to our customers.

Glenn Saiyer,  
President, Red River Ranch, LLC.

## **IMPORTANCE OF PROFITS**

Why are profits important to Red River Ranch? They provide for future growth, and this provides more opportunities for all employees. They provide better pay, better working conditions, employee benefits and the equipment that is essential to our business.

It only makes common sense for you to do your part to help build Red River Ranch, LLC. profits. Everyone has an opportunity to control cost and excess waste. Don't be wasteful; don't be careless and always do your best in the performance of your job.

## **COURTESY**

Why is courtesy important to you and Red River Ranch, LLC.? You will be frequently in contact with our customers, the owners and/or employees of the locations where our work is being conducted. Red River Ranch, LLC. is judged by the manner in which you and other individual employees carry out your job.

With the many customers we have, it is impossible for our officers, managers or sales personnel to see each of them at frequent intervals.

You, the employee, are the only person they may see on a daily basis when you are on a job site. It is your courtesy and desire to please the customer. That is the **MOST** important factor in our continuing a good relationship.

There are many competitors of Red River Ranch, LLC. Each of our competitors looks at any means to convince our customers to do work with them rather than with us. The goodwill that you promote while on the job site, working closely with the customer, helps to maintain this business (Red River Ranch, LLC.) for each and all of us.

Red River Ranch, LLC. wants men and women who will not miss any opportunity to go the extra mile and do the extraordinary job to let our customers know we appreciate their business.

This is why **COURTESY** is very important.

## **OPEN DOOR POLICY**

At Red River Ranch, LLC., our "Open Door" policy is another important factor to our success. Our employees' problems and suggestions are of interest to us and are taken seriously. Your supervisor should be your first contact in most situations, but with an open door policy, you can talk to any member of management with whom you feel comfortable.



## Section II

### YOUR EMPLOYMENT WITH RED RIVER RANCH, LLC.

EQUAL EMPLOYMENT STATEMENT  
UNLAWFUL HARASSMENT POLICY  
CONTROLLED SUBSTANCE & DRUG-FREE WORKPLACE  
PERSONAL LEAVE OF ABSENCE  
LENGTH OF SERVICE

## EQUAL EMPLOYMENT STATEMENT

Red River Ranch, LLC. is legally and morally committed to a policy that promotes the full realization of equal employment opportunity and insures that employees are selected and treated during their employment without regard to race, color, religion, sex, age (over40), disability, or natural origin. This policy & action shall include employment, upgrading, demotion or transfer, recruitment, layoff or termination, rate of pay, and/or on-the-job training. There are to be no exceptions to this policy.

To accomplish the goal of equal employment opportunities, Red River Ranch, LLC., cooperates to the extent to the following laws:

- The Civil Rights Act of 1964, Civil Rights Act of 1991, Executive Order 11246 as amended by Executive order 11365, Federal Highway Act of 1968 and FHA Interior Order 7020(1).
- Vietnam Era Veterans Readjustment Assistance Act of 1974.
- The Rehabilitation Act of 1973 as amended.
- The Americans with Disability Act of 1992.

All of the above are required for government contractors and subcontractors. They are to "take Affirmative Action to employ and advance in employment qualified persons covered under these laws."

Our Safety Director at Red River Ranch, LLC., is the official EEO Officer and should be contacted to take an initial complaint alleging discrimination based on race, color, sex, age (over40), religion, disability, or national origin. It is the responsibility of each employee to assure an environment free of discrimination and harassment.

## UNLAWFUL HARRASSMENT POLICY

Red River Ranch, LLC., has established a strict policy prohibiting unlawful harassment of employees, including implied or expressed forms of harassment on the basis of race, sex, religion, age (over 40), disability and national origin. It is the policy of Red River Ranch, LLC., that all employees are responsible for assuring that the workplace is free from such harassment. In keeping with that policy, we will not tolerate harassment by any of our employees.

As used here, sexual harassment means any verbal, written, visual, or physical acts of a sexual nature that are offensive, intimidating, unwelcome, or that reasonably could be taken as objectionable. This includes: a) unwelcome sexual advances; b) requests for sexual acts or favors; and c) any other written, verbal, or physical conduct of a harassing nature.

Any employee who feels that he or she has been subjected to harassment of any type whether by a co-worker, supervisor, officer or agent of Red River Ranch, LLC., should promptly report the incident to their supervisor or to either the Safety Director, a Human Resources representative at Red River Ranch, LLC., or the owner.

All complaints will be promptly handled and appropriate measures, including disciplinary action, to resolve or correct the situation in an expeditious manner will be taken. Special privacy safeguards and the utmost discretion will be employed in handling the complaint, and the privacy of the charging party and the person accused will be strictly honored.

Red River Ranch, LLC. considers harassment of any kind to be a major offense that can result in the discharge or suspension of the offender. Employees having any questions concerning this policy should contact the Human Resources office or the Safety Director at (606) 663-9625.

All inquiries will be treated confidentially and frankly.

## CONTROLLED SUBSTANCE, ALCOHOL and DRUG FREE WORKPLACE

In order to establish a workplace free of drugs, alcohol, and controlled substances, Red River Ranch, LLC, has established a substance abuse policy that applies to all employees and qualified commercial motor vehicle drivers who must also abide by the Federal Highway Administration Regulations.

To achieve a drug free workplace, it is the policy of the Company that:

- Employees are expected and required to report to work on time and in appropriate mental and physical condition to perform their job.
- You must not report for service, or remain on duty, nor operate company machinery or motor vehicles, if you (1) are under the influence or impaired by alcohol, (2) have used any illicit drug.
- You must not report for duty or remain on duty when using any controlled substance.
- You must not operate machinery or motor vehicles while using prescription medications that can impair your senses.
- The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or illegal drug whether on Company premises or not or whether while conducting business off Company premises or not, is absolutely prohibited. Violation of this policy will result in disciplinary action, up to and including termination, and may result in legal consequences.
- As a condition of employment, all employees must abide by the terms of this policy. Any convictions under a criminal drug statute for violations occurring whether on Company premises or not, must be reported to the Human Resources Department within five (5) days of the conviction. (This requirement is part of the Drug Free Workplace Act of 1988).
- You must not refuse to submit to any test for alcohol or controlled substances.
- Employees must abide by the Company Substance Abuse Policy.

Drug and/or alcohol testing will be performed in the following situations:

Pre-Employment  
Reasonable suspicion/Cause  
Post-Accident  
Random  
Return-to-duty  
Follow-up

Employees with positive results from any of the above testing:

Suspended from "safety-sensitive duties"  
May be required to participate in a substance abuse rehabilitation program  
May be subject to termination.

Employees with commercial motor vehicle driver's license must also abide by the DOT drug & Alcohol testing rules.

Refusal to be tested will be considered the same as a positive test. The manufacture, distribution, dispensation, possession or use of a controlled substance or illegal drug is strictly forbidden at any time or any place.

RRR, LLC. assumes payment for pre-employment drug screens. However, should an employee resign within ninety (90) days of the date of hire, the cost of the drug screen will be deducted from the employee's final payroll check.

## **PERSONAL LEAVE OF ABSCENCE**

In special circumstances, you may need to request a non-paid personal leave of absence. You should make your request to your supervisor, stating the reason and duration of your request. Granting of the leave will depend on a review of merits of the individual circumstances and the effect your absence will have on the workload.

Personal leaves are to be granted in one-week intervals and will not exceed two weeks in duration. Leave of absences will not be granted for accepting other employment. An employee who is on any type of approved leave of absence, and is found to be working for another company will be subject to termination.

## **LENGTH OF SERVICE**

Your length of service consists of the time you have worked for Red River Ranch, LLC., since your hire date. This date is established on your first day of employment, and being placed on the official rolls as a new employee.

If you quit, or are terminated and subsequently rehired, the rehire date becomes your new service date.

Your length of service is a determining factor toward vacation eligibility (if applicable) as well as in determining eligibility dates for benefits.

You shall lose employment rights if you:

- Voluntarily quit the services of Red River Ranch, LLC.
- Are dismissed
- Are laid off for a continuous 6-month period.
- Fail to report within three consecutive work days following an expiration of a leave of absence or a recall from a lay off (unless a satisfactory reason is given) or;
- Fail to report for work for three consecutive workdays without notice to Red River Ranch, LLC.

## Section III

YOUR JOB  
YOUR HOURS  
YOUR PAY

ATTENDANCE-DEPENDABILITY  
SELF DISCIPLINE  
YOUR SUPERVISOR  
PERSONAL DEVELOPMENT-TRAINING AND EDUCATION  
EMPLOYMENT OF RELATIVES  
CONFLICT OF INTEREST  
PAPERWORK  
WORK WEEK & HOURS  
WAGE POLICY  
PAY DAY

## ATTENDANCE-DEPENDABILITY

Probably the most important part of your employment following safety is attendance. Without your attendance at work very little matters. For you and Red River Ranch, LLC. to be successful, it is vital that you are at work, on time, everyday.

Good attendance on your part will help insure dependable service to our customers.

On those occasions when you become ill or an emergency should occur, or if you are going to be more than a few minutes late, it is a requirement for you to contact your supervisor to report off from work. Failure to do so will result in an unexcused absence, and under no circumstance will any absence that has not been reported, be excused.

Unexcused absence(s) can be grounds for dismissal. In order for a reported absence to be excused, there must be a legitimate and clear reason given. In some instances verification of the reason may be required. Excessive absenteeism may result in disciplinary action to and including termination.

For planned absences from work such as scheduled medical appointments, vacations, military leave, jury duty, etc. you must notify your supervisor as far in advance as possible of the event with a courtesy reminder notice the day before. These absences must have prior approval from your supervisor to be excused.

## SELF DISCIPLINE

It is expected that every employee discipline him or herself with regard to work habits, conduct, punctuality (getting to work on time), grooming, cleanliness and moral standards. An employee's self discipline helps to determine Red River Ranch, LLC.'s image has an important impact on our customers.

Through the self-discipline of our employees by displaying a proper, clean image, our customers will recognize that our organization is one they will want to do business with in the future.

## YOUR SUPERVISOR

A supervisor is an inherent part of the structure in any organization. They have many responsibilities. One of the most important is to give his or her employees assistance whenever it is needed. Most supervisors have been promoted from non-supervisory jobs and, as such, they are thoroughly familiar with the work you are performing.

Supervisors are chosen, not only because of their experience and knowledge of the work, but also because of their ability to understand your problems. Your supervisor is always ready to assist in any way possible and can be looked upon as a friend standing by to help. If your supervisor is unable to help you, he/she will refer you to someone in the Red River Ranch, LLC organization who can be of assistance. Your job is to ask.

## PERSONAL DEVELOPMENT- TRAINING & EDUCATION

We feel strongly that our most important asset is our employees and the development of our employees is critical to our success. As opportunities for promotion arise, we would like to fill these openings from within whenever possible. One way to work toward becoming qualified for a promotional opportunity is through continued education.

Employees are encouraged to participate in formal continuing educational programs. Through the aid of night and home study courses, short-term classroom sessions and other available sources, you can increase your personal and technical abilities and enhance your position with Red River Ranch, LLC.

If you feel you want to take on a position with greater responsibilities, here are some suggestions:

- Tell your supervisor that you are interested in a promotion and the type of advance in which you would be interested.
- Demonstrate to your supervisor in your present work assignment that you are capable of handling a job with more responsibilities.

One of the primary considerations for promotion is merit, which is demonstrated ability. If you are interested in continuing your education, you need to submit a proposal in writing to your supervisor.



## EMPLOYMENT OF RELATIVES

It is our goal to hire the best-qualified candidate for each job opening. New hires are placed into jobs where they can make the best contributions. Relatives of current employees will be considered for employment, but are not given special consideration. In order to avoid the possibility of favoritism or ill feelings and to insure fair and equal treatment, the following restrictions will be applied to relatives:

- No Red River Ranch, LLC. personnel in a supervisory capacity shall employ, either directly or indirectly, any member of his/her immediate family (family members are defined as: spouses, parents, grandparents, children, grandchildren, brothers, sisters, son-in-laws, daughter-in-laws).
- No personnel movement that would result in a supervisory relationship between relatives will be allowed.
- Organizational relationships where an employee is responsible for cash items or transactions where his or her relative is responsible for control over these items will not be allowed.
- Organizational relationships involving relatives will not be allowed to exist if they create a disruption or have a negative impact on our business regardless of their positions.
- It is expected that relatives will not become involved in any disciplinary issues that may occur with family members.

## CONFLICT OF INTEREST

It is our policy that employees are not to engage in any activity that would result in a conflict of interest with their job or the business of Red River Ranch, LLC. It is impossible to list all of the activities in which a conflict of interest may occur. You should discuss your venture with an officer of Red River Ranch, LLC. to determine if a conflict of interest exists.

## PAPERWORK

For all drivers, paperwork must be completed and turned in daily. Haul sheets must be completed in their entirety, including the daily inspection form. All paperwork must be signed and necessary haul tickets and receipts attached. Every effort should be made to record all information neatly and legibly.

For all hourly employees, time sheets are due in the office by 12 noon every Monday.

## WORK WEEK & HOURS

A normal workweek is six (6) days, Monday thru Saturday. As the transportation, construction, and paving operating seasons are often limited to weather conditions, we normally operate approximately 40 weeks a year, and average over 40 hours per week, which often requires Saturday and Sunday work. If you are unavailable for a scheduled Saturday or Sunday you must notify your supervisor no later than Tuesday of that week for the absence to be excused.

Our schedule is determined by the amount of work we have under contract, the needs of our customers, and the time frame allowed for completing the project. You will be notified by your supervisor of your schedule based on these factors.

Two items dictate our work schedule: the volume of work under contract and weather. A workday is considered to be each day that you are on the active payroll and not disabled or on a layoff due to lack of work.

It is each employee's responsibility, not Red River Ranch, LLC., to find out if any inclement weather (rain, hail, snow, etc.) will cancel work for any given day. Your supervisor will give you a telephone number to call if you have any questions about work on a given day. There are two important factors you need to understand:

First, call early. As you know we usually start work at 6:00 am most mornings. Second, call until you contact your supervisor. Your supervisor is the only person who will know what you or your crew will be doing each day.

Failure to report to work will result in an unexcused absence if work has not been canceled.

## WAGE POLICY

It is a belief of Red River Ranch, LLC. that each employee should receive a fair day's pay for a fair day's work.

Accordingly, our wage policy is as follows:

- Wages are based upon the nature of the jobs performed.
- A new employee's wage is based on their education, experience, skill and the job they are to perform.
- Wage increases are based on an employee's performance, loyalty, and integrity and demonstrated enthusiasm for his/her work.

As mentioned earlier, there are times when it is necessary to schedule work on overtime. Following is how employees are compensated for time worked in excess of 40 hours per week:

- All non-exempt personnel will be compensated at a rate of one and one half times their normal rate for hours worked in excess of 40 hours per week.
- All hourly rated employees who work on projects that fall within the requirements of the Davis-Bacon Act will be paid an overtime rate of time and one half their normal rates for hours worked in excess of ten (10) hours per day or 40 hours per week, whichever is applicable. The employee must sign a reciprocal agreement.
- Due to the nature of our business, there will likely be times when you have the opportunity to work more than 8 hours in a given day. The extended workday agreement for specialized projects involving "Kentucky State Prevailing Wage Jobs" as written by KRS 337.540 permits us to agree, in writing, that you will be compensated at your straight time base rate for hours worked in excess of eight (8) in any one workday, but not more than ten (10) in any one workday. If agreeable the employee must sign a reciprocal agreement attached at the end of this handbook

## PER DIEM ALLOWANCES

Per Diem Allowance for meals and incidentals is \$40.00 per day for each employee providing they stay the night locally by the job site and forfeit this allowance should they elect to commute to the job site.

If employee elects to commute to the job site, company will provide transportation and fuel expense. Employee will also NOT be paid for their elected commute time.

Company will provide overnight lodging for employee at the actual cost of the room based on double occupancy or in the event there is only one employee present.

If employee elects to stay by him/her self in an individual room as opposed to double occupancy where there are (2) or more employees present, the company will then reimburse each employee at the rate of \$30.00 per night for the expense of that room.

## PAYROLL DEDUCTIONS

There are several deductions from your paychecks that are required under state and federal law. The amount will vary according to how much you earn, your number of exemptions and marital status. Required deductions are federal, state, city and/or county (if applicable) taxes, Social Security (FICA) and court ordered deductions for wage assignments or garnishments.

Other mandatory or optional deductions may be added as required or authorized. All deductions are reflected on your paycheck stub.

## PAY DAY

Our pay week for hourly wage-rated employees starts at 12:01 a.m. on Sunday and ends on the following Saturday at midnight with payday on the following Friday at 2:00 p.m. At the discretion of Red River Ranch, LLC., checks can be distributed earlier in the week.

If this practice is abused, or if the checks are not ready to be handed out early, Red River Ranch, LLC. reserves the right to distribute paychecks on Friday, as in the policy.

Each payday you are receiving your pay for the hours you worked during the preceding workweek, since it takes a few days to process payroll information and prepare the checks. New employees will receive their first paycheck on the second Friday, after you go onto the payroll.

Your check stub will show an itemized list of deductions that were made along with the hours you worked including any overtime hours. If you have any questions concerning your pay, please contact your supervisor.

## SECTION IV

### RULES AND REGULATIONS

STANDARDS OF CONDUCT  
OPERATION OF RRR, LLC. VEHICLES  
GENERAL DRIVING RULES

## STANDARDS OF CONDUCT

As an employee of Red River Ranch, LLC., it is expected that you use good judgment and take responsibility for your actions and conduct. We have established guidelines that will benefit all employees. All employees are expected to:

- Follow all safety rules- Always report any potential or actual safety hazards and work in a safe manner in the performance of your job.
- Be a positive employee- refrain from actions that have a negative or disruptive effect on other employees or the operation of Red River Ranch, LLC.
- Maintain a good punctuality and attendance record-When you are not at work or you are late, your fellow crew members and other employees must pick up for you and perform the functions that you should be doing.
- Abide by and support Company policies- for the good of all employees, policies have been established and are to be followed.

In order to work together, certain rules and regulations (listed below) have been established to govern our actions. These rules have been established to protect the welfare of our employees and the interest of our business. They are not all-inclusive and are not to restrict the rights of any employee, but to define acceptable rules of conduct and protect the rights of all employees.

Depending on the nature and severity of the offense, initial discipline may range from an oral warning to termination.

1. Disregarding safety rules or common safety practices.
2. Failure to report injuries, an accident, near misses, or unsafe condition(s).
3. Absenteeism/Tardiness/Failure to Call-In: Absent three (3) days without properly notifying the Company and/or having a reasonable cause will be considered as a voluntary quit on the part of the employee.
4. Leaving the work area during working hours without express permission will be considered a voluntary quit on the part of the employee.
5. Conduct on Company property, a job location away from RRR, LLC., or elsewhere which may adversely affect the interests of the Company or its employees.
6. Conviction of a crime.
7. Interfering with other employee(s) in the performance of their job duties.
8. Failure to follow instructions of supervisors.
9. Insubordination.
10. Wasting time or loitering during working hours.
11. Harassment by an employee based on race, color, religious belief, national origin, physical disability/handicap, sex, or age (over 40).
12. Verbal or physical abuse, threats, or assault against others including supervision or supervisors of Red River Ranch, LLC.
13. Fighting on Company property or at Company projects before, during or after work.

14. Falsifying an employment application, time sheet, work or any Company record(s).  
Misuse or removal of Company property including customer lists, Company records, or any type of confidential information.
15. Theft of Company property or that of another employee.
16. Misappropriation or misuse of Company property or assets.
17. Immoral or indecent conduct.
18. Creating or contributing to unsanitary, unsightly, or dangerous conditions.
19. Possession of or carrying a concealed weapon on Company premises or on Company projects at any time. This includes carrying a concealed weapon in vehicles owned by the company.
20. Possession, sale, or distribution of illegal intoxicants, or drugs on Company property or Company projects at any time.
21. Possession of, drinking of or being under the influence of alcohol on Company property or Company projects at any time. Reporting to work in an unsafe condition or when suffering from an alcoholic hangover.
22. Possession of, use of, or under the influence of narcotics on Company property or Company projects at any time. Narcotics are considered as any illegal drug or improper use of a prescription drug(s).
23. A positive drug screen test result, whether the use is on duty or off duty and not having a valid prescription for the positive drug found in the test.
24. The use of profane, abusive or threatening language toward or around the employees or supervisors of Red River Ranch, LLC.
25. Solicitation by employees on the Company property or on the Company business during working time for personal gain or any other reason whatsoever, including solicitation for membership of any organization.
26. Distribution of literature of any kind by employees on Red River Ranch, LLC. property or Red River Ranch, LLC. projects whether on working time or not.
27. Refusal to work (of any nature or kind) when offered by Red River Ranch, LLC. without proper approval. This includes work that is offered on straight time, overtime, or weekend work as long as the employee is on the active payroll. The purpose of this rule is to ensure that there are no disruptions to the work schedule.
28. Making false claims or misrepresenting facts in order to obtain Workers Compensation, Unemployment Compensation, or Group Insurance Benefits.
29. Use of Red River Ranch, LLC. vehicles or taking vehicles out of a work area without proper authority or authorization.
30. Using Red River Ranch, LLC. property or assets without proper authority or authorization.
31. Careless workmanship.

## OPERATION OF RED RIVER RANCH, LLC. VEHICLES Autos, Light Duty, Medium Duty, Heavy Duty

Being issued or given the permission to operate Company vehicles (including all autos, light duty, medium duty, and heavy duty trucks) bestows certain responsibilities with it. Vehicle and equipment assignments are at the expressed discretion of the owner.

While operating a Company vehicle, the following rules are required to be followed:

1. Company vehicles are to be used for Company business or activities related to Company business.
2. Only employees of the Company are authorized to operate Company vehicles.
3. Only employees of the Company, or persons having bon-a-fide business dealings with the Company or persons having activities directly related to Company business are authorized to ride in Company vehicles.
4. All employees operating Company vehicles are instructed to comply with all federal, state and local traffic laws and to operate the vehicle in a safe manner. The driver of the vehicle is responsible for any fines due to violations of any laws. A MVR Grid has been adapted as a guideline by Red River Ranch, LLC to insure risk control. (See evaluation tools in figure 5.1-5.2)
5. All employees are to comply with federal, state, and local laws and regulations regarding the use of mobile technology devices including cellular phones and personal digital assistants (PDA) (The Governors Highway Safety Association maintains a list of state and local restrictions on cellular phone use ([www.ghsa.org](http://www.ghsa.org))).
6. All employees are to operate Company vehicles with the highest regards relating to any distractions. This includes radios, CB's, cell phones, personal digital assistants (PDA), navigation systems, e-mails and any other objects causing distractions. If you must make or accept a phone call or read, write or read a text message or e-mail; you must find a safe area to stop and secure the vehicle before attempting to proceed with any of the mentioned activities.
7. Seat belt use is mandatory in any Company vehicle and the driver is responsible to ensure that all passengers use seat belts.
8. When a Company vehicle is left at any time unattended, the ignition key is to be removed. Company vehicles are to be locked when left unattended anywhere other than on the job site.
9. Any employee who operates a Red River Ranch, LLC., vehicle is required to advise maintenance personnel of any services or repairs that need to be made to the vehicle.
10. Any employee who is assigned a company vehicle is responsible for the cleanliness of the inside of the vehicle including carpeting and windows.



Figure 5.1  
Minor MVR Grid

Number of Minor Moving Violations Within Past Three Years	Number of Preventable Accidents Within Past Three Years				Number of Major Violations within Past Three Years	Number of DUI or DWI Within Past Three Years
	0	1	2	3		
					1 or More	1 or More
0	Clear	Acceptable	Borderline	Prohibited	Prohibited	Prohibited
1	Acceptable	Acceptable	Borderline	Prohibited	Prohibited	Prohibited
2	Acceptable	Borderline	Prohibited	Prohibited	Prohibited	Prohibited
3	Borderline	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
4	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
5	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
<b>Borderline</b>	~ Manager to discuss record and improvement with employee. ~ Possible loss of vehicle, to be determined on an individual basis ~ Motor Vehicle Report will be checked every 6 months; insurability subject to no deterioration in the record.					
<b>Prohibited</b>	~ Employer must prohibit driver from driving company vehicles. ~ If the employee can no longer perform the essential functions of his or her position, or other job assignments are not an option, termination could result.					

Figure 5.2  
Examples of Violation Types

<b>Non-Moving Violations</b>	<u>Examples of Non-Moving Violations</u> <ul style="list-style-type: none"> <li>➤ Parking tickets</li> <li>➤ Motor vehicle equipment violations</li> </ul>
<b>Minor Violations</b>	<u>Examples of Minor Violations</u> <ul style="list-style-type: none"> <li>➤ Speeding &lt; 20 MPH</li> <li>➤ Failure to obey sign</li> <li>➤ Failure to yield</li> <li>➤ Illegal Turn</li> </ul>
<b>Serious Violations</b>	<u>Examples of Major Violations</u> <ul style="list-style-type: none"> <li>➤ Leaving the scene of an accident</li> <li>➤ Driving under the influence of drugs or alcohol</li> <li>➤ Racing or excessive speed (&gt;20 MPH over speed limit)</li> <li>➤ Reckless, negligent or careless driving</li> <li>➤ Felony, homicide or manslaughter involving the use of a motor vehicle</li> <li>➤ License suspension or revocation resulting from accidents or moving violations</li> <li>➤ Following too closely or tailgating</li> <li>➤ Erratic lane-changing</li> <li>➤ Attempting to elude a police officer</li> </ul>

Frequency is as much a concern as severity. There is as much concern about a person who, during the last three years, has had one minor accident and four speeding violations as someone who has had one major violation.

All employees who drive a Company vehicle, or work in a position where they would have the potential to drive a Company vehicle will have their driving records checked periodically. Individuals with a bad-driving record will not be allowed to operate over-the-road vehicles owned by the Company.

Employees who drive a Company vehicle over 10,000 pounds are required to pass a DOT physical. If it is known at the time of hiring that the employee will not be driving such a vehicle, the DOT physical will replace the pre-employment physical. If a DOT physical is used as a pre-employment physical, it will be at the expense of the employee.

DOT regulation specifies that employees must be re-certified every two years. The DOT physical will be at the employee's expense unless a medical facility of the Company's choice is used. Employees driving vehicles over 26,000 pounds must also have a company paid drug screen at the Company approved medical facility.

## **GENERAL DRIVING RULES**

1. All drivers will be held strictly responsible for the safe operation of the vehicles and their care.
2. Each driver will be held personally responsible for any violation of the Motor Vehicle Law in the city and state in which he/she is driving.
3. Never eat your lunch or rest in the immediate path of any piece of mobile equipment.
4. Before starting to drive any vehicle be sure the area is clear. Be extra careful when backing it up. This may require you to walk around the vehicle first.
5. Never drive any vehicle unless the safety equipment is working properly. This includes brakes, horn, backup horn, lights, etc. Report defects at once.
6. Never drive any vehicle without making sure of the best possible vision. Inspect the windshield wiper, mirror, etc. Clean the glass for good vision.
7. Company employees only are to ride in company trucks. No one is allowed to ride on running boards, fenders, hoods or with feet outside the body of truck.
8. Speed limits of 5 mph are the maximum allowed around all company buildings.
9. Only operators are allowed on heavy equipment while it is traveling or operating.

## SECTION V

### SAFETY

SAFETY RULES  
ACCIDENT PREVENTION  
PREVENTING FALLS FROM EQUIPMENT  
SAFE LIFTING PRACTICES  
MATERIAL HANDLING AND STORAGE  
MOTOR VEHICLES AND MECHANIZED EQUIPMENT  
D.O.T. VEHICLES AND HEAVY EQUIPMENT  
TRAFFIC CONTROL AND FLAGGING  
EXCAVATION AND TRENCHES  
LASER EQUIPMENT  
TIE-INS AND EXISTING PIPE SYSTEMS  
LOCK-OUT AND TAG OUT PROCEDURES  
WORKING SAFELY WITH CONCRETE  
SIGNS AND BARRICADES  
SHOP SAFETY  
MACHINE GUARDING  
GRINDING  
COMPRESSED GAS CYLINDER AND COMPRESSED AIR  
WELDING/BURNING  
BURNING (GAS)  
HAND AND POWER TOOLS  
FIRE PROTECTION AND PREVENTION  
FLAMMABLE AND COMBUSTIBLE LIQUIDS  
HAZARDOUS MATERIALS  
ELECTRICAL SAFETY  
BATTERY CHARGING  
LADDERS  
CRANES, HOISTS, AND CONVEYORS  
SPECIAL PERMITS  
CONFINED SPACE ENTRY

## **SAFETY**

The objective of Red River Ranch, LLC. is to prevent accidents by exercising caution and following safe practices while maximizing efficiency; thus assuring a safe and productive workplace. This objective is to be implemented by the participating efforts of each and every employee of RRR, LLC., working with all areas, their managers, foreman, all employees, subcontractors and suppliers. Safety is to be given special consideration by all RRR, LLC. personnel. Positive attitudes toward safety and safety programs are required by all levels of management and are a condition of employment.

To ensure a safe workplace, all employees of RRR, LLC. must adhere to the following:

- Follow all safety rules

You must be aware of the safety rules and follow them carefully. If you don't understand a safety rule, check with your foreman or supervisor.

- Stop, Ask, & Wait

Most often accidents occur when an unusual situation arises, such as when a machine or piece of equipment breaks down or malfunctions. When such a situation occurs, be sure you know the proper safe steps to take. Don't jump in not knowing if all the safety precautions have been established. If you don't know, "Stop, Ask, & Wait" for the proper direction.

When operating ground equipment, be sure you have the proper knowledge to operate it correctly and safely. When working on road crews, always be alert to the traffic hazards that exists, and follow the project design and foreman's instructions.

- Report All Accidents and Near Misses

In order to help prevent accidents, it is a requirement that all accidents, regardless of the extent of the injury, be reported to the foreman or supervisor. If there is a near miss to an accident, this also is to be reported to help prevent it from happening again in the future.

**Safety is Everyone's Responsibility.**

### **Safety Department**

The Safety Department is responsible for developing safety programs and training, providing direct technical assistance and conducting overall safety performance analysis, inspections and audit activities on Company projects with authority for directing reasonable compliance.

**Managers:**

Responsibility of Managers is for communicating and enforcing loss prevention and the Corporate Commitment to Safety to all levels of supervision within the levels of their responsibility. They are responsible to insure that proper safety programs are being implemented on projects under their control and that personnel are properly trained to allow them to perform the job safely.

**Superintendents & Foremen:**

Their responsibility is to assure that their crews are working within the safety guidelines established by Red River Ranch, LLC., and are following the requirements of MSHA, OSHA, or owner regulations. They are held accountable for job site safety, and are responsible for the implementation of Red River Ranch's loss prevention program at their level. The goal is to ensure that a safe working environment exists for employees, and the safety of the general public is not compromised.

**Estimating:**

When estimating, safety is to receive special attention to assure that funding is provided to cover materials and equipment necessary to meet Red River Ranch, OSHA, MSHA and/or owner safety requirements. For projects that require special provisions for unusual hazardous condition, the Safety Department is to be consulted.

**Training:**

To sharpen the safety awareness, Red River Ranch, LLC. will foster and promote a comprehensive safety-training program.

**Safety & Performance Reviews:**

Safety performance is to be a factor in determining merit and promotional increases for members of management.

## **SAFETY RULES**

As with the above rules of conduct, it is equally important to establish safety rules to insure safe working conditions for all employees. We strive to provide a safe and healthy place of employment for all employees; to abide by the Federal, State, and local regulations; and to insure that employees understand what is expected from each of them when it comes to SAFETY IN THE WORKPLACE.

The following policy and rules are established to protect you, the employee, and shall be followed and adhered to:

1. Safety Equipment: Safety equipment, some of which is provided, is critical to your safety. It is mandatory you wear the proper safety equipment as required.
  - Dress-Employees are required to wear full-length trousers and a long or short sleeve shirt (depending on the nature of the job). Tank tops are not encouraged.
  - Head protection- Hardhats are required on any and all worksites.
  - Eye Protection- When necessary, appropriate eye protection is required for each employee such as goggles, glasses, or face shield.
  - Ear Protection- Employees are required to wear ear protection when necessary.
  - Hand Protection- Appropriate gloves are to be worn when necessary
  - Respiratory Protection- Appropriate respiratory devices are to be worn when necessary.
  - Foot Protection- Heavy-Duty work shoes or boots are required for all employees working where certain steel-toed shoes are required. Tennis shoes or soft-soled shoes are strictly forbidden.
  - Fall protection- Where required, employees will wear a safety harness with a lifeline.
  - Traffic Protection- When exposed to vehicular traffic, the wearing of a warning vest is required.
  - Seat Belts- When operating a Red River Ranch, LLC. vehicle and/or equipment that are equipped with seat belts; use of the seat belt is mandatory.
2. Equipment-No employee shall use or operate any Red River Ranch, LLC. equipment or vehicle without instructions, experience, authority and being properly licensed and received the proper physical examinations where required.
3. Fire Protection- Smoking is strictly and expressly prohibited in posted "NO SMOKING" or "FLAMMABLE" areas.

## **ACCIDENT PREVENTION**

### **Housekeeping**

Good Housekeeping is the first principle of accident prevention and shall be the concern of everyone on the job.

Items carelessly scattered around make for a dangerous work area. Even the smallest of material items not properly stored can cause falls or fall on workers below. Accumulation of waste material and debris must be removed from work and access areas at least once a day. Materials must be piled, stacked, or otherwise stored to prevent tipping or collapse.

It is the responsibility of supervision to inspect housekeeping conditions and maintain neatness at all times. Even more important, it is the individual employee's responsibility to ensure that his/her work areas and the immediate vicinity around this area be kept clean and neat at all times.

Since the leading cause of injury in construction is falls, improved housekeeping can greatly reduce accidents caused by slips, trips or falls.

1. Keep all work areas, stairways and walkways free of scrap or debris to prevent a fire or tripping hazard.
2. Clean up all spills immediately and properly dispose of the product.
3. Place all trash in the proper container.
4. All trash should be emptied when full or at least nightly.
5. All tools, hoses, cords, and materials should be stored properly after use.
6. Remove or bend over nails protruding from boards immediately after removing from formwork or other use.

Remember, a clean and orderly work area will help to insure a safe environment for you and your coworkers.

## **PREVENTING FALLS FROM EQUIPMENT**

1. Always use the three-point system for safe mounting and dismounting of equipment. Use two hands and one foot or two feet and one hand. Make sure steps and platforms are clear of mud or oil accumulation.
2. Make sure that all grab handles/bars are in good condition and free from burrs that may cause injury.
3. Never ride the hook, ball or load.
4. Never work near vertical or horizontal protruding rebar unless it has been protected to prevent impalement.
5. A safe means of access must be provided for all work areas such as ladders, stairways, etc. Climbing on shoring systems and formwork is prohibited.

## **SAFE LIFTING PRACTICES**

About 1 out of every 4 workers who lose time from work, suffers an injury caused by handling heavy materials. If mechanical assistance is not available follow these basic guidelines when handling material.

1. Lift Comfortably - Choose the position that feels best with or without a straight back.
2. Avoid Unnecessary Bending - Do not place objects on the ground if they must be picked up again later. Use a table, platform, or hoist if these are available.

3. *Avoid Unnecessary Twisting* - Turn your feet, not your hips or shoulders. Leave enough room to shift your feet so you won't have to twist. Do not twist and bend at the same time.
4. *Avoid Reaching Out* - Handle heavy objects close to the body. Avoid the long reach out to pick up an object. Get help with bulky loads.
5. *Avoid Excessive Weights* - If the load is too heavy, don't try to handle it yourself. Get help or use a mechanical aid if one is available.
6. *Lift Gradually* - Lift slowly and smoothly. Avoid jerking to lift or pull a load. Get a good grip on an object to prevent it from slipping.
7. *Stay in Good Physical Shape* - Get proper exercise. Sit-ups with knees bent are particularly good for the back. Eat well-balanced foods and keep your weight down.

## **MATERIAL HANDLING AND STORAGE**

1. *Good Housekeeping* is everyone's responsibility and directly prevents accidents.
2. All construction waste must be removed from the immediate work areas as work progresses.
3. Stack materials so they will not slide, roll, fall, or collapse.
4. Always allow clear access to stored materials.
5. Do not block entrances and exits to work areas with materials.
6. Always block cylinder shaped materials (such as pipe) to prevent rolling.
7. Store flammable materials away from other combustible materials.
8. Do not store materials near or under overhead power lines.
9. Inspect all rigging equipment prior to use. (Chains, ropes, slings, shackles, or nylon slings)
10. Webbed or nylon slings that are damaged should not be used. Know the lifting capacity of nylon slings.
11. Special awareness must be used when releasing landed loads.
12. Use tag lines on loads being moved by cranes.
13. Never secure wire rope cable by tying knots in the rope.
14. Wire rope is to be spliced only by qualified splicers.
15. Cable clamps are to be installed correctly; the "U" part of the bolt on the short or dead end of the cable with the saddle on the long or line end of the cable.
16. Balance all loads before hoisting.
17. Remove all projecting nails from lumber before stacking.



## MOTOR VEHICLES AND MECHANIZED EQUIPMENT

### Required Equipment:

1. All motor vehicles must have an adequate braking system.
2. All motor vehicles and mechanized equipment, except pick-up trucks and cars, must have a back-up alarm audible above the surrounding noise level unless the driver has a clear view to the rear. Earth moving equipment must comply with O.S.H.A. regulations.
3. Vehicles used to transport employees on the jobsite must have firmly secured seats. There should be enough seats for the number of people being transported. No one is to ride on the sides or tailgate of any vehicle.
4. All motor vehicles will be equipped with a fire extinguisher rated at 2  $\frac{1}{2}$  pounds or higher.
5. Driver and riders in the passenger area of all company owned vehicles must wear seat belts. Wear a seat belt when operating equipment with rollover protection. Equipment without rollover protection is not required to have seat belts. Do not install seat belts on any equipment that does not have rollover protection.
6. Truck and motorized equipment must have a working horn.
7. Parking brake must be functional and "set" when equipment is parked.

### Use:

1. Before operating a truck or machine, check all lights, brakes, windshield wipers, steering, back-up alarms, fire extinguishers, and oil.
2. Be sure any load you are transporting is secure.
3. Be sure any parked equipment or vehicle is properly braked and locked and the blade, bowl, bucket, or forks are placed on the ground.
4. At night, lights, reflectors or barricades should be positioned to warn motorists of equipment parked near a roadway or work area.
5. When operating a motor vehicle, obey all posted speed limits and traffic signals. Yield the right-of-way to pedestrians.

### Maintenance/Repair:

1. When working on dump trucks with the bed raised, always lockout the operating lever and be sure to block the bed up before starting work.
2. Make sure blades, buckets, dump bodies or similar equipment are lowered or blocked to prevent movement.
3. Don't inflate, mount, or dismount wheels with split rims or lock rings unless protected by a safety cage.
4. Make sure air or hydraulic systems are properly bled before working on them.
5. Ensure equipment that is parked on the side of the road, is positioned far enough to work safely out of all traffic hazards.

## D.O.T. VEHICLES AND HEAVY EQUIPMENT

### TRUCKS

The department of Transportation has classified vehicles with a Gross Vehicle Weight Rating (G.V.W.R.) of 10,001 pounds as a commercial vehicle. Vehicles and drivers shall meet the following requirements:

1. Vehicle 10,001 G.V.W.R. shall;
  - A. Have an annual maintenance check performed
  - B. Display Company's Logo and U.S. D.O.T. numbers
  - C. Driver(s) are to be tested and have an application on file as a driver.
  - D. Testing includes:
    1. Written test
    2. Drivers test and physical
    3. Company reserves the right to ask applicant to take a drug screen by an approved laboratory.
2. Vehicles having (G.V.W.R.) of 26,001 pounds and vehicles displaying placards for hazardous materials are commercial vehicles.

D.O.T. requires:

- A. An annual maintenance check for each vehicle
- B. Vehicles must display Company's Logo and U.S. D.O.T. numbers

### DRIVERS

- Drivers must have an application on file as a commercial driver.
- Drivers are required to take D.O.T. test, test given by a state official.
- Drivers will be given a physical and drug screen at a D.O.T. approved laboratory.
- All drivers and equipment operators will be in a random drug-testing program.
- Employees must wear seat belts when driving.
- Drivers must fill out a daily inspection report including unit #, job #, and mileage. In the event a defect or deficiency is noted, the driver must then have the vehicle repaired by a qualified mechanic and sign off the inspection report along with mechanic's signature.

## TRAFFIC CONTROL AND FLAGGING

Traffic control and flagging are an integral part of our operations. The proper traffic control needed will be designed in accordance with state and federal traffic control manuals and will be under the strict supervision of the job's supervisor/foreman. When flagging operations are necessary the flagger becomes the most important person in the operation since they will control the traffic in and around the worksite insuring the safety of workers and the traveling public.

1. Flag persons should be properly dressed:
  - A. Orange or red vest (reflective at night)
  - B. Hard Hat
  - C. Traffic (Slow/Stop) Paddle
2. Always stand on the shoulder next to the traffic you are controlling or in the barricaded lane. Under no circumstances stand in the lane being used by traffic. Stand sufficiently in advance of workers to warn them of approaching danger, such as out-of-control vehicles.
3. Always face the traffic you are controlling.
4. TO STOP TRAFFIC face the traffic and extend the stop side of the paddle to face the traffic lane in a stationary position. For greater emphasis, the free arm may be raised with the palm facing the traffic.
5. TO DIRECT TRAFFIC TO MOVE, the flag person should stand parallel to the traffic movement with the slow side of the paddle facing traffic and motion with the free arm in the direction the traffic should flow. The paddle should not be used to signal traffic to proceed.
6. TO ALERT OR SLOW TRAFFIC the flag person should face the traffic and slowly wave the paddle.
7. Be sure the correct side of the paddle is always towards the traffic so as to not give the wrong message.
8. Take special steps to make yourself visible at night (reflective gear and/or lighting).
9. Be sure advance warning signs are in place before starting to flag.
10. Use of several cones on centerline ahead of flag person's location keeps traffic in line.
11. If vehicles back into a work area they should have back-up alarms. If they do not, a signal person must be used.
12. Signs should be placed to warn others of a hazardous condition.

## EXCAVATION AND TRENCHES

RRR, LLC. will use OSHA Standards as minimum guidelines to insure the safety of all those involved in trenching operations. If you notice an unsafe trench, inform your supervisor and do not enter a trench until it has been rendered safe.

1. A supervisor will perform a pre-job survey to assure all underground utility locations are clearly marked and inspect the excavated work area at the start of each shift.
2. No entry will be made into a trench without someone present on the surface.
3. Each trench/excavation must be inspected daily by the responsible supervisor. If there is evidence of cave-ins or slides, all work on the excavation/trench must cease until necessary precautions have been taken to safeguard employees.
4. Sides of excavation/trenches must be shored or braced as necessary to withstand superimposed forces exerted by vehicles/equipment operating near any excavation/trench.
5. Trenches five (5) feet or deeper must be shored, sloped or benched to meet the requirements for the particular type of soil. Trenches and excavations of lesser depth in unstable soil may require shoring, sloping or benching.

6. No material, equipment or tools may be placed within two (2) feet of the edge of an excavation. Adequate precautions must be taken to prevent such tools, equipment and/or materials from falling into the excavation.
7. Stop logs or other substantial barricades must be installed a safe distance from the edge of excavations/trenches.
8. Safe access into and out of all excavations/trenches via ladders, stairs or ramps must be provided.
9. Trenches four (4) feet deep or deeper must have ladders spaced so that an employee's lateral travel does not exceed 25 feet. Such ladders must extend at least three (3) feet above grade level.
10. When there is any possibility of oxygen deficiency or concentration of hazardous or explosive gases or dusts, the atmosphere in the excavation/trench must be tested prior to start of work and at periodic intervals.
11. Excavations shall be inspected prior to entry and after rainfall or other hazard-increasing occurrence.
12. Excavations and trenches near vehicular or pedestrian travel ways must be flagged and barricaded, with warning lights provided where necessary.

## **LASER EQUIPMENT**

### **General Safety Rules:**

1. You must be trained and certified to operate a laser.
2. Never look directly into the laser beam. When possible, position the laser at a level other than the eye level of persons in the area.
3. Post laser signs and/or product labels to warn all persons who may intercept the beam with their eyes.
4. Turn the laser off or cap when it is not in use or attended.

## **TIE-INS AND EXISTING PIPE SYSTEMS**

You are not to tie into or cut into any pipeline, sewer line, or storm sewer line until your supervisor has informed you it is safe to do so.

No work on any existing pipe system may be undertaken prior to authorization from your supervisor.

Your supervisor will issue precautions and procedures for insuring the elimination of hazards in an existing pipe system to you. Strict compliance is mandatory.

## LOCKOUT AND TAG-OUT PROCEDURE

Prior to beginning work on any equipment or system that can be activated, energized, or is under pressure, you must insure that it is deactivated, de-energized, or depressurized. It must be tagged and locked out or otherwise separated from its required energy source before attempting to do any work on the equipment or system.

## WORKING SAFELY WITH CONCRETE

**CAUTION!** Special precautions are necessary when working with fresh concrete. Prolonged contact between fresh concrete and skin, eyes and clothing may cause skin irritation or burns. All cement products are highly caustic and may result in skin injury if used improperly.

TAKE THE FOLLOWING SIMPLE SAFETY PRECAUTIONS WHEN USING CONCRETE PRODUCTS. AVOID CONTACT WITH SKIN AND WASH EXPOSED SKIN AREAS PROMPTLY WITH WATER. SEEK MEDICAL ATTENTION IF IRRITATION PERSISTS.

1. Wear full-length trousers and a long-sleeved shirt if possible.
2. Wear rubber boots high enough to prevent concrete from flowing into them. Tuck pants into boots. Tops of boots should be tight.
3. Wear waterproof gloves. Wear waterproof pads to protect knees and elbows from moisture and abrasion.
4. Wear safety glasses or goggles for eye protection. **IN CASE OF EYE CONTACT, IMMEDIATELY FLUSH WITH PLENTY OF CLEAN, FRESH WATER.**
5. **KEEP CONCRETE OFF SKIN. WASH SKIN PROMPTLY AND THOROUGHLY AFTER CONTACT.** Use plenty of clean, fresh water.
6. **KEEP CONCRETE OFF CLOTHING.** Skin injury may result from clothing that has become wet. **WET CLOTHING SHOULD BE RINSED IMMEDIATELY WITH CLEAN WATER TO PREVENT CONTINUED CONTACT WITH SKIN. CHANGE CLOTHING IF SKIN IS IRRITATED.**
7. Keep children away from work area.

## SIGNS AND BARRICADES

Signs and barricades are in place to identify hazards that exist in a given work area. Certain signs explain protective measures that should be taken during an operation or in a given area.

The most common types of signs are:

1. **DANGER** - Used where an immediate hazard exists. These are predominately red in color.

2. **CAUTION** - Used to warn against potential hazards or to caution against unsafe practices. These are predominately yellow in color.
3. **NOTICE** - Used for general information. These are predominately blue in color.

Barricades of any kind, whether manufactured, or homemade, made of wood, ribbon, tape or some other material must not be violated. Entry into a barricaded area is only permitted if authorized by your supervisor.

Barricades should be placed to protect the public and other employees from the dangers of the type of work being performed.

## **SHOP SAFETY**

1. MSDS's (Material Safety Data Sheets) for the shop areas will be centrally located and accessible by all personnel in the shop.
2. Practice good housekeeping by keeping all work areas, stairways, and walkways free of scraps or debris to prevent a fire and/or tripping hazard.
3. All spills should be cleaned up in a timely manner and disposed of properly.
4. Safe welding practices shall be followed to prevent fire hazards and protect the welder and others in the immediate work area.
5. First Aid supplies will be centrally located and identified within the shop area.
6. Follow all applicable safety rules.
7. All visitors should be kept out of all work areas.

## **MACHINE GUARDING**

### **INSTALLATION OF GUARDS**

All drives, belts, gears, shafting and machinery must be equipped with adequate guards before the machine and equipment is operated. All such guards must be kept in place and in condition to afford proper protection.

### **REMOVAL OF GUARDS FOR REPAIR**

Guards removed to carry out repairs for any purpose must be replaced as soon as the work is finished. When machinery is in motion, guards must not be removed or adjusted.

### **WORKING WITH MOVING MACHINERY**

The cleaning, oiling, or adjusting of a machine or drive shall not be done while it is in motion. Lock out any piece of moving equipment prior to attempting to work on the equipment.

## GRINDING

1. Eye protection and full-face shield must be worn when grinding.
2. Grinder guards are to be in place and properly adjusted.
3. Inspect grinding wheels before use to ensure there are no cracks, chips, or warps. Use only grinding wheels rated for the machine you are using.
4. Bench grinder tongue guards may be no more than  $\frac{1}{4}$ " and work rests no more than  $\frac{1}{8}$ " away from the grinding wheel.

## COMPRESSED GAS CYLINDER AND COMPRESSED AIR

**Abuse of Cylinders** - A cylinder shall never be abused since rough handling may cause structural damage, which would result in an explosion of the cylinder. A cylinder falling can also result in the valve being broken off, immediately turning the cylinder into a jet propelled missile.

**Transporting Cylinders** - When cylinders are moved, the following precautions shall always be taken:

1. Never carry cylinders by hand. They shall be moved on trucks or similar vehicles, or rolled on their bottom edge.
2. Never allow an acetylene cylinder to lie flat during transit, or at any time. This allows acetone to accumulate in the valve of the cylinder.
3. When moving cylinders by crane or derrick, use a suitable cradle or platform. Never use slings or an electric magnet.
4. Unless cylinders are on a suitable truck, remove regulators and put in place valve protection caps, and insure that they are hand tight when the cylinders are moved.
5. Always close the cylinder valves before moving cylinders.
6. Before raising cylinders from horizontal to vertical position, be sure that the cap is properly in place and hand tight.

**THE ABOVE RULES APPLY TO EMPTY AS WELL AS FULL CYLINDERS.**

**Storage of Cylinders** - Cylinders shall be stored in a definite assigned area. This area shall be equipped with a rack where the cylinders can be firmly secured during storage. The racks shall also be well marked as to the location of empty and full cylinders at least 20 ft. apart or separate with a five-foot high fire barrier with a fire rating of  $\frac{1}{2}$  hour minimum.

**Compressed Air** - Compressed air shall not be used for cleaning dirt, chips, or other debris from a work surface. Compressed air must never be used for cleaning any part of the body or any clothing on the body. The danger is that air can enter the bloodstream through a cut potentially creating an embolism, causing death.

## WELDING/BURNING

### General

When welding on a vehicle or equipment, remove battery cables. Failure to do so can result in damage to computer components.

1. Keep welding leads and burning hoses clear of passageways.
2. Inspect all leads, grounds, clamps, welding machines, hoses, gauges, torches and cylinders each day before use.
3. Be sure all fittings, couplings, and connections are tight.
4. Avoid breathing fumes. Insure there is proper ventilation.
5. No welding or burning is to be done on a closed vessel or tank, or on any vessel or tank which has not been decontaminated (cleaned).
6. Each welder is responsible for containing sparks and slag and/or removing combustibles to prevent fire.
7. A 10-pound, or larger, dry chemical fire extinguisher must be within 30 feet of any welding, burning, or open-flame work. Be sure you know how to operate the fire extinguisher.
8. Hoses and welding leads should not be run through doorways. If necessary, protect them from damage.
9. Make sure that all goggles, helmets and leathers are in good condition.

### BURNING (GAS)

1. Before connecting regulators to cylinders, carefully open the cylinder valve a crack to blow out any foreign particles. After regulator is connected, stand to one side of gauge while the cylinder valve is opened. Open cylinder valve slowly.
2. Be certain second stage of regulator is closed before opening the cylinder valve.
3. Open valves on fuel gas cylinders (propane, acetylene, natural gas)  $\frac{1}{4}$  turn only. Open oxygen cylinder valves wide open. A valve wrench should be kept in place during use.
4. Do not exceed 15 psi on the torch side of the gauge when using acetylene.
5. When lighting a torch, open the fuel gas valve on the torch before opening the oxygen valve. Use an approved spark lighter. Do not use matches, cigarette lighters or cigarettes to light a torch.
6. All burning rigs must be broken down at the end of the shift, with regulators removed and protective caps screwed down hand tight.
7. Compressed gas cylinders must be tied off vertically to an adequate support while in storage, transit, or use.
8. Keep oil and grease away from oxygen regulator hose and fittings. Do not store wrenches, dies, cutters or other grease-covered tools in the same compartment with oxygen equipment.
9. Do not use compressed gas to clean your clothing, blow out cinch anchor holes or otherwise clean your work area.
10. All hoses, gauges and torches must be inspected regularly.



11. Approved burning goggles must be worn.
12. Never leave a torch in a vessel, tank, or other closed container because of the potential hazard or leakage.
13. Never use a torch without using welding gloves and cutting leathers.
14. Never use oxygen in pneumatic tools, to pressurize a container, to blow out lines, or as a substitute for compressed air or other gases.
15. Place cylinders and hoses where they are not exposed to sparks and slag from a burning operation.
16. Handle cylinders with care:
  - A. Lift to upper level with approved cages only.
  - B. Do not strike an arc on cylinders.
  - C. Do not use them as rollers.
  - D. Do not lift with slings or by the protective cap.

## **HAND AND POWER TOOLS**

1. Inspect all tools before using. **DO NOT USE** defective tools.
2. Store all tools in bins or boxes to prevent damage.
3. Use tools only for their designated application. (A wrench is not a hammer - a screwdriver is not a crowbar.)
4. Do not use tools with mushroomed heads, split or broken handles, or unsafe electrical connections.
5. Electric powered hand tools should be plugged into a circuit that is positively grounded or is protected by a ground fault circuit interrupter. Double insulated tools provide protection from shock or electrocution.
6. Extension cords that are damaged or have missing ground plugs should not be used.
7. Disconnect tools and machines from their power source **BEFORE** making adjustments or changing parts.
8. Air powered tools must have safety clips or retainers on all connections.
9. Explosive actuated tools will be used **ONLY** by trained, certified employees.
10. Do not use tools that have guards removed or deactivated safety devices.
11. When using woodworking machines and saws - **ALWAYS USE GUARDS** - Use pushsticks when hands will be close to blades or knives.
12. Do not use abrasive wheels that are cracked, chipped, or have other defects.
13. Gasoline driven tools should not be re-fueled while the engine is running or the engine is hot.

## **FIRE PROTECTION AND PREVENTION**

1. Practice good housekeeping.
2. Locate extinguishers so they are easily seen. Use proper signs and markings.
3. Do not block access to fire extinguisher location.
4. If you do not know - learn how to use different types of extinguishers.
5. Learn what is the right type of extinguisher for different types of fires.

6. Report defective equipment to the foreman.
7. Do not smoke when refueling or when pouring flammable liquids.
8. Shut off all engines before refueling equipment. This is especially important with gasoline engines. Flammable liquids being transferred from one container to another should be electrically bonded.
9. Obey all "NO SMOKING" signs.
10. Keep direct exhaust from equipment clear of combustible materials.
11. Use only approved containers for storage of flammable liquids.
12. Wash parts only in approved solvents - never use gasoline.
13. Do not store flammable liquids in areas used as passageways, stairways, or exits.
14. Secure all gas cylinders upright.
15. Do not use gas heaters unless there is sufficient ventilation.
16. Combustible materials (wood, paper, liquids) should be stored at least 10 feet from heaters.
17. Good housekeeping prevents fires and accidents.

## **FLAMMABLE AND COMBUSTIBLE LIQUIDS**

1. Only approved containers and portable tanks shall be used for storage and handling of flammable and combustible liquids.
2. No more than 25 gallons of flammable or combustible liquids shall be stored in any one storage cabinet. No more than three storage cabinets may be located in a single storage area.
3. Storage in containers outside buildings shall not exceed 1,100 gallons in one pile or area. The storage area shall be graded to divert possible spills away from building or other exposures, or shall be surrounded by a curb or dike. Storage areas shall be located at least 20 feet from any building and shall be free from weeds, debris, and other combustible material not necessary to the storage.
4. Flammable liquids shall be kept in closed containers when not actually in use.
5. No smoking shall be allowed in service and refueling areas.

## **HAZARDOUS MATERIALS**

1. Employees shall receive, upon or immediately following employment, Red River Ranch, LLC's Hazardous Communication Training Program. In addition, employees will attend weekly safety meetings on the jobsite.
2. Employees will have access to the Material Safety Data Sheets (MSDS).
3. When working with, or around a hazardous material, the employee will use the appropriate personal protective clothing as prescribed by the manufacturer, label, or MSDS.
4. The removal or defacing of any container label is prohibited.
5. If a spill or leak occurs, evacuate the area, notify your supervisor, and contact the appropriate authority.

## ELECTRICAL SAFETY

### General Rules:

1. Electrical current will flow to its source by the path of least resistance whether it is through you or a wire. Prevent yourself from becoming a path of least resistance.
2. All extension cords and temporary wiring must be three-wire conductor of the heavy-duty type. Flat cords not permitted.
3. Know whether a circuit (wires) is energized before beginning work near any electrical wiring.
4. Don't make electrical repairs, connections, or installations unless you are qualified to do so.
5. All extension cords must be checked before use. Remove damaged cords from service and report them to your supervisor.
6. Protect extension cords and wiring from damage from sharp corners, pinching, and being run over.
  
7. All temporary light wiring should be supported 8 feet off the floor and not hung on nails or by un-insulated wire.
8. All light bulbs exposed to contact are to be guarded.
9. Do not wear metal or conductive hard hats when working near electrical wiring.
10. Know the location of electrical circuits before beginning such work as drilling, jackhammering, demolition, or excavating to prevent accidental contact.
11. Contact Power Company to de-energize or wrap power lines before working around them.
12. Use of Ground Fault Circuit Interrupters (GFC I) or an assured equipment-grounding program will be used on all jobs.
13. Use the "Call before you dig" number to locate underground utilities.

## BATTERY CHARGING

### General Rules:

1. Double check that the connections are on the right terminals.
2. Absolutely NO SMOKING or open flame is allowed near the battery charging operation.
3. Keep the battery charging area well ventilated.
4. Face shield, aprons and rubber gloves should be worn when handling acids or batteries.
5. Battery caps should be kept in place when charging.
6. Know the locations of the water flushing facility in case acid is splashed on you.

## JUMP STARTING VEHICLE BATTERIES

Note - If at all possible remove the dead battery and use a battery charger to recharge it. If you are unable to do this, follow the following steps:

Special Note - Check with a mechanic before attempting to jump-start any equipment that is positive grounded.

1. Turn off all 2-way radios before jump-starting.
2. Always wear your eye protection and NO SMOKING.
3. Insure batteries are the same voltage.
4. Insure both negative posts are grounded.
5. Check fluid, check for freezing.
6. Do not allow vehicles to touch.
7. Ignition off, accessories off, gears in park or neutral, brakes on.
8. Attach clamps in the following order:
  - A. Attach clamp to positive terminal of dead battery.
  - B. Attach other end of cable or same color clamp in "A" to positive of good battery.
  - C. Attach clamp to negative terminal of good battery.
  - D. Attach other end of cable to the engine block away from the battery.
9. Start vehicle with good battery and let run for a few minutes.
10. Attempt to start vehicle with dead battery.
11. Once started, remove clamps in exact opposite order.

## LADDERS

1. Before each use - all ladders should be inspected for damage (rungs, split or cracked side rails). Never use a defective ladder.
2. All straight/extension ladders must have non-skid feet and/or be securely tied off.
3. Job built ladders shall be constructed, using a minimum 2 x 4 inch lumber for side rails, cleats, or rungs  $\frac{3}{4}$ " X 3', lumber (no plywood) and 12 inches between top of each rung/cleat. The rungs/cleats are to be recessed into the side rails or have blocking under each rung/cleat. The rungs/cleats are to be secured by three 10D nails on each side.
4. The tops of ladders must extend 36 inches above the landing and must be secured.
5. Metal ladders shall not be used around electrical circuits.
6. Face the ladder and use both hands while ascending or descending.
7. Do not carry material up and down a ladder. Use a hand line to hoist or lower material.
8. The base of the ladder must be set back a safe distance from the vertical - approximately  $\frac{1}{4}$  of the working length of the ladder.

## CRANES, HOISTS AND CONVEYORS

NOTE: When working around equipment with counterweights be aware of their dangerous swing area.

1. Inspect hoisting equipment and rigging BEFORE USE each day.
2. Outriggers must be fully extended before lifting with cranes or hoists.
3. Loads not properly rigged should not be hoisted.
4. Loads should not be swung over workmen.
5. Riding load or crane hook is prohibited.

6. PLAN PICKS! Before setting up to make a pick. LOOK FOR POWER LINE EXPOSURE. If it is present, take action to prevent contact.
  - Except where electrical distribution and transmission lines have been de-energized and visibly grounded at point of work or where insulating barriers, not a part or an attachment to the equipment or machinery, have been erected to prevent physical contact with the lines, equipment or machines shall be operated proximate to power lines only in accordance with the following:
    1. For lines rated 50 kV., or below, minimum clearance between the lines and any part of the crane or load shall be 10 feet.
    2. For lines rated over 50 kV., minimum clearance between the lines and any part of the crane or load shall be 10 feet plus 0.4 inch for each 1 kV. over 50 kV. or twice the length of the line insulator, but never less than 10 feet.
    3. A person shall be designated to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visual means.
    4. Any overhead wire shall be considered to be an energized line unless and until the person owning such line or the electrical utility authorities indicate that it is not an energized line and it has been visibly grounded.
7. When cranes operate near overhead power lines, keep everyone away from contact with the crane and load until the pick is complete and you are sure the crane, rope, and load are at least 10 feet away from the power line.
8. Exercise special caution when traveling cranes and equipment near power lines. Uneven ground can cause the boom to weave or bob into the lines.
9. If a crane or any piece of equipment comes into contact with a power line:
  - DO NOT PANIC
  - Stay in the equipment
  - Keep everyone clear
  - Move crane or equipment from contact if possible
  - DO NOT leave the machine unless it is absolutely necessary
  - Learn the safe emergency procedures
10. The operator should always know where his oiler is located.
11. Only one person should be designated to give signals to the crane operator. Standard hand signals should be used.
12. All hoisting equipment should be regularly inspected to assure guards are on glass, belts, and shafts.
13. Guarding must be in place on the rear swing of cranes.
14. Operators consult your load capacity chart and boom angle indicator before making a lift. Make certain you know the weight of the load to be lifted.
15. A fully charged fire extinguisher should be in the crane cab.
16. Broken or cracked glass in crane cabs should be reported to your supervisor.
17. The oiler should never grease or oil while the crane is operating.
18. Do not perform maintenance on any conveyor until the starting switch has been locked out or tagged out of service.

## SPECIAL PERMITS

1. Work in existing plants frequently involves the use of various types of written permits, such as work permits, open flame permits, excavation permits, roof permits, etc. Whenever and wherever permits are used, all procedures and precautions noted on them must be followed.
2. Written, properly authorized permits are required on some jobs BEFORE beginning any activity involving flames or sparks, excavating or drilling, tanks or confined space entry, use of explosive material, or working in an operating area.
3. Strict adherence to the conditions and procedures in these special permits is required.
4. Contact your supervisor for any special permits required BEFORE starting your work assignment.

## CONFINED SPACE ENTRY

1. Confined space entry (tanks, pipes, sumps, pits, vessels and any other non-ventilated area) frequently requires that a confined space entry permit be completed and posted prior to entering the confined space. All permit instructions must be followed 100%.
2. The atmosphere in a confined space must be tested to insure it contains an oxygen concentration above 19.5% and a flammable gas concentration below 20% of the lower explosive limit. Testing procedures are as directed by your supervisor.
3. The atmosphere in a confined space must be continually monitored where ventilation was required to insure proper oxygen content and minimal acceptable flammable gas concentrations.
4. In-line valves connecting to an enclosed space must be chained, locked closed and properly tagged prior to entry into an enclosed space.
5. Pressure on purge dams must be released before any work in the space is conducted.
6. Your supervisor must concur and confirm that all safety precautions have been and are being taken prior to entry and work in an enclosed space.

## SECTION VI

### COMMUNICATIONS

OPEN DOOR POLICY  
COMPLAINT/PROBLEM HANDLING PROCEDURE  
OTHER COMMUNICATIONS

## **OPEN DOOR POLICY**

We talked about the Open Door Policy earlier in this handbook and we again discuss it in this section because it is an important aspect of communication. In the day-to-day dealings with fellow employees, Company issues come up, rumors get started; questions, concerns, or problems arise. Your first source of guidance should be your supervisor. But, with an open door policy, feel free to contact anyone in management with whom you feel comfortable to ask your questions or state your concerns or problems.

## **COMPLAINT/PROBLEM HANDLING PROCEDURE**

It is our policy to respect each employee and handle complaints or problems openly and honestly. If you have a complaint or a problem, it is best in most situations to first bring it to your immediate supervisor's attention. Most problems or misunderstandings should be able to be resolved at this level. If you find it difficult to discuss your problem or complaint with your supervisor, you are encouraged to contact anyone in supervision or management with whom you feel comfortable. The important thing is to get the problem out in the open so it can be discussed.

The Company will make every effort to deal with your complaint or problem as quickly as possible. Sometimes you may not agree with the answer you receive, but it is the Company's responsibility to make the best decision, with the information it has at the time, as soon as reasonably possible.

## **OTHER COMMUNICATIONS**

Inter-office memorandums and letters may be distributed to you with your paycheck or mailed to your home. These are very important and we sincerely hope you will read them and if you have any questions, ask your supervisor. It is important that you understand the information that is sent to you and to be informed about what is going on within the Company.

Another form of communication that all companies have is the "rumor mill" or the "grapevine". In some situations the rumor mill can be a good source of information, but most of the time it can carry inaccurate information whether it be about the Company or one or more of the employees. It is always the best practice to ask your supervisor about something you heard through the rumor mill. They have access to a vast number of people to get the correct information.



## SECTION VII

### YOUR BENEFITS

YOUR BENEFITS  
GROUP HEALTH CARE  
HOLIDAYS  
VACATION  
SOCIAL SECURITY  
UNEMPLOYMENT COMPENSATION  
COBRA  
WORKERS' COMPENSATION

## YOUR BENEFITS

Red River Ranch, LLC. provides many benefits that will be addressed in this section. Some of the benefits will be described in summary form, where others will be explained in detail. Benefit plans and structures are subject to change by the Company at any time, at the sole and absolute discretion of the Company. The following benefits cover full-time, hourly employees unless otherwise stated.

## GROUP HEALTH CARE

Group health care is offered to all full-time employees, and includes coverage for your eligible dependents for which you elect coverage. Your coverage will commence 180 (one hundred eighty) days after your date of hire. If you do not elect coverage during the enrollment period for you or your dependents, and later decide to enroll, you will need to provide evidence of insurability to obtain coverage or wait for the yearly open enrollment period.

A benefits booklet is furnished which describes the program in more detail. Each employee will pay for the dependents they elect to cover through payroll deduction. Your portion of the premium may be deducted from your paycheck on a pre-tax basis.

## HOLIDAYS

The Company provides the following list as paid holidays:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

To be eligible to receive holiday pay, you must be employed 90 (ninety) days from your date of hire, be actively working at the time of the holiday, and work the last scheduled day before the holiday and the next scheduled day after the holiday or be on an approved vacation.

If an employee is needed on an emergency or time sensitive project, the holiday will be given at a later time.

## VACATION

### Eligibility

Full-time employees who have been employed for one year are eligible for one week of paid vacation. This vacation time will begin on their 1 year anniversary date. After a person has been employed for three (3) years he/she will be entitled to two (2) weeks paid vacation.

### Vacation Time

During the vacation year, not more than 10 days can be scheduled continuously at one time. Vacation days may be taken individually or as half days.

### Vacation Carry-Over

A maximum of 15 earned vacation days may be carried over to the following vacation year. Vacation days in excess of 15 are forfeited.

If an employee resigns without two weeks prior notice, no accrued vacation time will be paid. If an employee is released by Red River Ranch, accrued vacation will be paid in full.

### Scheduling Vacation

Vacation requests are to be submitted, using the Vacation Request Form, to your supervisor fourteen (14) days prior to the requested vacation time period. The supervisor is responsible for insuring that his area of responsibility is adequately staffed at all times.

These are primary guidelines for our vacation plan. Variances can be approved by your supervisor.

## SOCIAL SECURITY

Social Security is a federal agency, which provides financial protection under the Federal Insurance Contribution Act (F.I.C.A.). Benefits from this program are determined by your earnings and are paid out in the event of an employee's retirement, disability or death. Social Security is funded by the FICA tax you pay each payday. The Company pays an equal amount.

## **UNEMPLOYMENT COMPENSATION**

Unemployment compensation is provided through a tax the Company pays to the state. These taxes, paid by Red River Ranch, LLC., maintain the funds the state uses to compensate employees during layoffs and certain other employment separations. When you are recalled to work it is important to advise the Employment Office that you have returned to work and to report your earnings.

## **COBRA**

Group health care is available to full-time employees; loss of benefit(s) may result from leave of absence, layoff, strike, illness, failure of employee to timely make the required contribution (dependent's healthcare), transfer to ineligible class or part-time status, or termination of employment. COBRA is available for those with qualifying events due to loss of coverage.

## **WORKERS' COMPENSATION**

Workers' Compensation provides coverage for you in cases of occupational injuries received during work hours. This coverage includes compensation for certain injuries and the cost of medical, surgical, or hospitalization services, or supplies. Workers' Compensation also pays a weekly income during periods of disability.

## SECTION VIII

### GENERAL INFORMATION

RESERVATION OF MANAGEMENT  
EMPLOYMENT RELATIONSHIP  
CONCLUSION  
RECEIPT OF EMPLOYEE HANDBOOK

## RESERVATION OF MANAGEMENT

The Company reserves the right to unilaterally modify the policies and procedures contained in this booklet at any time. For any items or areas that are not addressed in this handbook, the Company reserves the right to determine what action or decision needs to be made based on the circumstances.

## EMPLOYMENT RELATIONSHIP

As stated in Section I, your employment with the Company is entered into voluntarily. You are free to end this employment relationship at any time, for any reason, with or without notice. Likewise, the Company is free to conclude the employment relationship at any time, for any reason, with or without notice.

## CONCLUSION

To be successful in your job, you must understand the conditions of your employment and what is expected. We hope this handbook has given you insight into the spirit and vitality of our Company. By reading this booklet you should have a better idea of who we are, how we operate, and what we offer in exchange for what we expect from you.

The many benefits outlined here may be enlarged upon but you play an intricate part in the success of our business. How you go about performing your many duties, work to take care of our customers, and work together as a team has a large impact on our success.

We are glad you have joined our Company and hope you will make the most of your many opportunities to grow with us.

**EXTENDED WORKDAY AGREEMENT FOR  
"KENTUCKY STATE PREVAILING WAGE JOBS"**

Due to the nature of our business, there will likely be times when you have the opportunity to work more than 8 hours in a given day. The extended workday agreement for specialized projects involving "Kentucky State Prevailing Wage Jobs" as written by KRS 337.540 permits us to agree, in writing, that you will be compensated at your straight time base rate for hours worked in excess of eight (8) in any one workday, but not more than ten (10) in any one workday. If agreeable the employee must sign a reciprocal agreement attached at the end of this handbook.

If you choose to sign, you are agreeing to the arrangement detailed above. Please note that you are not required to sign this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**RED RIVER RANCH, LLC. CORPORATION EMPLOYEE HANDBOOK  
CONFIRMATION SHEET**

This is to acknowledge that I have received my personal copy of Red River Ranch, LLC. Employee Handbook. I understand and acknowledge that nothing in this handbook, or in oral statements, or in any other documents or policies creates an employment contract. I also understand that our employment relationship is "at-will" and that the Company reserves the right to modify its policies and procedures. I further understand that it is my responsibility to read the handbook and any questions that I may have regarding the application or interpretation of this handbook, I will refer them to my supervisor or anyone in the Human Resources Department. I also understand that no Company employee may enter into an employment contract except Glenn M. Salyer and that, with respect to Mr. Salyer, any such contract must be in writing and signed by him.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This page is to be turned into your supervisor.

Adopted: April 1, 2003  
• Updated: October 19, 2010  
• Updated: December 21, 2012





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

DATE (MM/DD/YYYY)

03/07/13

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 Carroll & Stone Insurance Services 4384 Clearwater Way, Suite 200 Lexington, KY 40515 Stephen E. Carroll	859-269-1044 859-276-0266	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: REDRI-6
INSURED Red River Ranch, LLC Deer Park Holdings LLC Central Ky Mulch LLC 1499 Maple Street Stanton, KY 40380	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop/Cas. Co. NAIC # 25674 INSURER B: Charter Oak Fire Ins. Co. INSURER C: Environmental Risk Managers INSURER D: Travelers Indemnity Co. INSURER E: INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

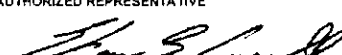
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		630 8624P394	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> LEASED/RENTED		810 8624P394	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$		CUP 8624P394	05/01/12	05/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
D	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	UB 8624P394	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab.		CPL020466-11-04	09/01/12	09/01/13	Pollution 1,000,000
A	Leased/Rent Equip		630 8624P394	05/01/12	05/01/13	Rented Eq 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

LFUCGD2  LFUCG Room 338, Government Center 200 E. Main St. Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/09)

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