

### **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 31, 2016

# INVITATION TO BID #86-2016 Asphalt Rejuvenation for Streets and Roads

<b>Bid Opening Date:</b> Address:		<b>016</b> Iain Street, 3 <sup>rd</sup> Floor, Room 338, Le:		pening Time: 2:00 PM
Type of Bid:	Price Conti	ract		
Pre Bid Meeting: Address:	N/A N/A		Pre Bid Time:	N/A
re Bid Meeting: N/A ddress: N/A  ddress: N/A  ddress: N/A  ddress: N/A  pre Bid Time: N/A  Pre Bid Time: N/A  ddress: N/A  Pre Bid Time: N/A  Pre Bid Time: N/A  Pre Bid Time: N/A  ddress: N/A  Pre Bid Time: N/A  Anise  Pressed to the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, revailing 100 East Main Street, Room 338  Lexington, KY 40507, (859) 258-3320  Lexington-Fayette Urban County Government of the bid on the outside of the bid sare to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY  dd Security Required:				
		200 East Main Street, Room 338	3320	
above. Bids that an	e not deliver	ed to the Division of Central Purch	sing by the stated time and d	ate will be rejected. All bid
Bids are to include all	shipping costs	to the point of delivery located at: VA	RIOUS LOCATIONS, Lexington, KY	•
Bid Security Required:	: _X	YesNo Cashier Check, Certified C	Theck, Bid Bond (Personal checks and co	ompany checks will not be acceptable).
Performance Bond Re	quired:X_	YesNo		
Bid Specific	ations Met _	Exceptions to Bid Specifications. A		Proposed Delivery:15days after acceptance of bid.
Sul	bmitted by:	Pavement Technology, Inc.		
-	J	Firm Name		<del></del>
		24144 Detroit Road		
		Address		<del></del>
Bid must i	be sianed:		Vice President	
	_	Signature of Authorized Comp	any Representative - Title	
		John J. Schlegel		
		Representative's Name (Typed or )	printed)	
		(440) 892-1895	(440) 892-0953	
		Area Code - Phone - Extension	Fax #	
		jschlegel@pavetechinc.com		
		F-Mail Address		<del></del>

### **AFFIDAVIT**

pei	Comes jury as follow	the Affiant, s:	John J. Schle	gel	, and a	fter being first duly	sworn under penalty of
1.	His/ <del>her-</del> nam	e is <u>John J</u>	. Schlegel		and he/she-is	the individual submit	ting the bid or is the
	authorized r	epresentativ	e of Pavemen	t Technology, Inc.	<u>.</u>		
	the entity su	bmitting the	bid (hereinaft	er referred to as "	Bidder")		
2.		itted, prior t	o award of the				ernment at the time the to those taxes and fees
3.	Bidder will o	obtain a Lex	ington-Fayette	Urban County G	overnment business	; license, if applicable	e, prior to award of the
4.		d to disclose					tion with the Division of at a business license has
5.		e (5) years a	ind the award				ealth of Kentucky within of the campaign finance
6.			y violated any "Ethics Act."	provision of Chap	ter 25 of the Lexing	iton-Fayette Urban Co	ounty Government Code
Ĭ.	described by conduct is o	y a statute o	or ordinance d or that the cire		e, that a person is		duct or to circumstances ve been aware that his
ST	ATE OF	Ohio					
CO	UNTY OF	Cuyahog	a				
by				·	and acknowledged b		
by .				<u> </u>	on this the _	uay	
of <sub>-</sub>	My Com	, 2	LISA A	A. TRIFILETTI-P ry Public, State of mission Expires Jan. 1		1 4 O l	
				NOTARY P	UBLIC, STATE AT L	ARGE	
Ple	ease refer	to Sec	tion II.	Bid Condition	s, Item "U"	prior to comp	pleting this form.

### I. GREEN PROCUREMENT

#### A. ENERGY

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

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

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

### **Key Benefits**

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

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

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

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

### C. GREEN COMMUNITY

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

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

Yes _X	No
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### II. Bid Conditions

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

### "Bid on #86-2016 Asphalt Rejuvenation for Streets and Roads"

and addressed to: Division of Central Purchasing

200 East Main Street, Room 338 Lexington, Kentucky 40507

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of <u>5</u> percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

### The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

### KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government.
- B. Price Changes (Space Checked Applies)
  - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- (XXX) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

### **EQUAL OPPORTUNITY AGREEMENT**

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

### <u>Bidders</u>

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

Signature

Susan J. Dyrapte, EEO Coordinator

Pavement Technology, Inc.

Name of Business

### **GENERAL PROVISIONS OF BID CONTRACT**

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

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

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

\_\_\_6/9/2016

John J. Schlegel, Vice President

Date

### **WORKFORCE ANALYSIS FORM**

Name of Organization: Pavement Technology, Inc.

Categories	Total	(N Hisp	hite Not panic or tino)	Hisp or La	anic atino	Afri Ame (N Hisp	ck or can- rican lot panic atino	Haw Ot Pad Islai (N Hisp	tive raiian her cific nder lot panic atino	Asi (N Hisp or La	ot anic	India Alas Na (n Hisp	erican an or skan tive not panic atino	more (I Hisp	vo or e races Not anic or atino	То	tal
		M	F	М	F	М	F	М	F	М	F	М	F	M	F	М	F
Administrators	3	2	1													2	1
Professionals	4	4														4	
Superintendents																	
Supervisors	1	1														1	
Foremen	6	4	_1			1				_						5	1
Technicians																	
Protective Service																	
a-Professionals																13	
Office/Clerical	5		5														5
Skilled Craft	20	11	1	2		6										19	1
Service/Maintenance	11	_1														1	
Total:	40	23	8	/2		7										32	8

(Name and Title) Susan J. Durante, EEO Coordinator

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

### Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

### A. GENERAL

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

### B. PROCEDURES

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

### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least
  Page 13 of 24

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

### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses
  not rejecting them as unqualified without sound reasons based on a thorough investigation
  of their capabilities. Any rejection should be so noted in writing with a description as to
  why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

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

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

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

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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

"A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington - Minority Business Development	Tyrone Tyra	ttyra@commercelexington	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirie Hawkins	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjourna	859-373-9428



### LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference #_	86-2016

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
NONE				
2.			-	
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Pavement Technology, Inc.	
Company	Company Representative John J. Schlege
6/9/2016	Vice President
Date	Title



# LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #\_\_\_86-2016

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
NONE					
2.					
	}				
3.					
4.					

The undersigned acknowledges that any n	nisrepresentation may result in termination of the contract and/or t	ie subject t
applicable Federal and State laws concern	ing false statements and false claims.	
Payament Tachnalagy Inc		
Pavement Technology, Inc.		
Company	Company Representative John J. Schlegel	
6/9/2016	Vice President	
Date	Title	



### MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #\_ 86-2016

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

Company Name	Contact Person	
Pavement Technology, Inc.	John J. Schlegel, Vice President	
Address/Phone/Email	Bid Package / Bid Date	
24144 Detroit Road, Westlake, OH 44145 (440) 892-1895 jschlegel@pavetechninc.com	86-2016 6/14/2016	

MWDBE	Contact	Contact	Date	Services	Method of	Total dollars \$\$	MBE *	Veteran
Company Address	Person	Information	Contacted	to be	Communication	Do Not Leave	AA	
		(work phone		performed	(email, phone	Blank	HA	1
		Email, cell)		ĺ	meeting, ad,	(Attach	AS	
				1	event etc)	Documentation)	NA	
							Female	
NONE								
		]						
			,					

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

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

Pavement Technology, Inc.	
Company	Company Representative John J. Schlegel
6/9/2016	Vice President
Date	Title



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

### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Project Name/ Contract #				Work Period/	From:		To:
Company Name:				Address:  Contact Person:			
Federal Tax ID:							
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awarde to Prim for this Project	this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
By the signature bo of the representat and/or prosecution	ions set forth l	oelow is true.	Any mist	epresentations:	may result in the	termination of	t, and that eac of the contrac
Company		Company Representative					
Date			-	Title			
			Page	22 of 24			

# LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # 86-2016

following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran- Owned business enterprises on the project and can supply the appropriate documentation.
Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses firms to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Central Purchasing Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an

	agreement could not be reached.	
	Veteran-Owned businesses which	of quotations received from interested MWDBE firms and a were not used due to uncompetitive pricing or were rejected as sponses from firms indicating that they would not be submitting
	The fact that the bidder has the forces will not be considered a business's quote. Nothing in the	and reasons why the quotations were considered unacceptable. ability and/or desire to perform the contract work with its own sound reason for rejecting a MWDBE and/or Veteran-Owned is provision shall be construed to require the bidder to accept atisfy MWDBE and Veteran goals.
		assistance to or refer interested MWDBE firms and Veteran- e necessary equipment, supplies, materials, insurance and/or rements of the bid proposal
	Made efforts to expand to beyond the usual geographic bound	the search for MWBE firms and Veteran-Owned businesses idaries.
		e that the bidder submits which may show that the bidder has s to include MWDBE and Veteran participation.
1	rejection of bid. Bidders may requirement which is subject to	the documentation requested in this section may be cause for include any other documentation deemed relevant to this approval by the MBE Liaison. Documentation of Good Faith e Bid, if the participation Goal is not met.
_	act and/or be subject to applicable Fe	n is accurate. Any misrepresentations may result in termination deral and State laws concerning false statements and claims.
Company	an lorogy, tro.	Company Representative John J. Schlegel
6/9/2016		Vice President
Date		Title

### PAVEMENT

## TECHNOLOGY

### INC.

Asphalt Recycling & Preventive Maintenance Specialists

24144 DETROIT ROAD WESTLAKE, OHIO 44145 (440) 892-1895 (800) 333-6309 FAX (440) 892-0953

June 1, 2016

RE: Bid/RFP/Quote Reference #86-2016

To Whom It May Concern:

The use of MBE/WBE subcontractors as outlined in this section is limited due to the nature of the work performed.

Pavement Technology, Inc. will use no subcontractors as the type of pavement preservation in the subject contract will be performed with our specialized equipment requiring no associated conventional procedures. However, there may be the possibility of using a certified and prequalified DBE supplier of "Traffic Control" equipment such as arrow boards as specific needs may dictate.

Respectfully Submitted,

Susan J. Durante

EEO Officer

sdurante@pavetechinc.com

### RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

### INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

### FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

### **INSURANCE REQUIREMENTS**

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

### Required Insurance Coverage

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

Coverage	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 (unless deemed not to apply)

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

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

### Safety and Loss Control

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

### Verification of Coverage

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

### Right to Review, Audit and Inspect

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

### **DEFAULT**

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

00536460

### LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

### **DIVISION OF STREETS & ROADS**

### REQUEST FOR BID 86-2016 ASPHALT REJUVENATION FOR STREETS & ROADS

Contractor shall furnish all necessary labor, machinery, tools, apparatus and other necessary supplies and all materials, and to construct and/or improve in strict accordance with the terms of the specifications, hereto attached, all of the streets, as hereinafter set out, and, described in the list identified. A certified check of bid bond, in the amount of five (5%) percent of the total bid shall accompany the proposal.

Agreed liquidated damages will be Two Thousand (\$2000.00) Dollars per calendar day. THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. Contractor further proposes to execute contract within ten (10) days after the date of receiving note of award, to begin work when notified to do so by the URBAN COUNTY GOVERNMENT, and to complete within 365 calendar days beginning of notification of bid being accepted to the satisfaction of the URBAN COUNTY GOVERNMENT, or in the event of failure to complete the work within the specified time, to pay the URBAN COUNTY GOVERNMENT, the daily amount of agreed liquidated damages set out above. Contractor also proposes to insure that terms of the contract and requirements of the specifications and plans shall be fully complied with by furnishing either a surety bond for the total amount of the contract price, as determined from the unit prices bid and estimated quantities, acceptable to the URBAN COUNTY GOVERNMENT, or such other form of bond as may be required by the URBAN COUNTY GOVERNMENT, and that the surety company, if used, will be satisfactory to the URBAN COUNTY GOVERNMENT and the amount of its bond be within the limit set for it by the U.S. Treasury Department's quarterly report. Contractor encloses, herewith, proposal quaranty for the amount set out above, payable to the URBAN COUNTY GOVERNMENT as guarantee of good faith, and which, if the contract be awarded to us, we AGREE to forfeit as liquidated damages to the URBAN COUNTY GOVERNMENT, in the event of our failure to enter into contract and furnish satisfactory bond to the URBAN COUNTY GOVERNMENT within ten (10) days after receiving official notice of award. Contractor has examined the plans and specifications and the location of the work and are fully informed as to what is to be done and the conditions relating to the work. Contractor understands that the guantities shown on the estimate are approximate ONLY and are subject to either increase or decrease. Should the quantities of any or all of the items of work be increased, we propose to do the additional work at the above unit prices, and should the quantities be decreased, we propose to make no claim for anticipated profits. The URBAN COUNTY GOVERNMENT will award the bids on a unit price basis for the project.

### **ACCEPTANCE AND FINAL PAYMENT**

Within sixty (60) days after final inspection and acceptance of the street improvement by the URBAN COUNTY GOVERNMENT, the final estimate for all work done, the Streets, Roads and Forestry Representative shall compile including all retained percentage and furnished to the Commissioner of the Department of Public Works. Upon the latter's approval, in whole or in part, the amount of money thus found due the contractor, after the total amount of all previous payments, liquidated damages and other claims, if any, are deducted, will be certified for payment. Before final payment is made to any contractor on any work or portion thereof, the contractor will be required to satisfy the URBAN COUNTY GOVERNMENT to the effect that ALL claims for labor done on the contract and all material put into the work, have been fully paid or satisfactorily secured; BUT, the Commissioner of Public Works shall be held harmless by the Contractor and surety on his bond from the payment of any money paid under the belief that said claims for labor and materials have been settled satisfactorily when they have NOT been so settled, and the rights of claimants for labor or materials are not to be prejudiced by any missed payment. acceptance by the Contractor of the said final estimate shall operate as and shall be a release to the URBAN COUNTY GOVERNMENT and the Commissioner of Public Works. The Kentucky Department of Labor rules and regulations shall be strictly complied with.

### **UNIT PRICE WORK**

Where the Contract Documents provide that all or part of the work is to be Unit Price Work, initially the contract price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining the initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Division of Streets, Roads and Forestry. The Lexington-Fayette Urban County Government reserves the right to require additional work based on the unit prices offered in this Contract for a period of one (1) year after contract acceptance.

### PERFORMANCE BOND

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. This bond shall be executed on standard form by a Surety authorized to do business in the state and acceptable to the Owner.

### RETAINAGE

Retainage will be capped at ten (10) percent until fifty (50) percent of project is completed, the retainage will then be reduced to five percent on the remainder of the project payments; with complete release of all retainage within 30 days of substantial completion of a project if there are no disputes.

### SPECIAL PROVISION CONTRACT TIME EXTENSION

In case of delays in the progress of a project due to the inability of the Contractor to secure materials, it will be the policy of the Urban County Government to grant an extension of time, if requested by the Contractor with presentation of evidence, satisfactory to the Director of Streets, Roads and Forestry, that materials for use on the project were not available from any reasonable source.

### **QUALIFICATION OF BIDDERS**

It is required of the Contractor submitting a proposal that he have the capabilities to complete the proposed work and present evidence of said capabilities to the satisfaction of the Urban County Government. The successful bidder shall comply with sections 337.520 and 337.540, of the Kentucky Revised Statutes which says in part-that each contractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week and such relative information as may be required by the Kentucky Department of Labor.

Any laborer, workman, mechanic, helper, assistant or apprentice worked in excess of eight (8) hours per day or forty (40) hours per week, except in cases of emergency shall be paid not less than one and one-half (1 1/2) times the basic hourly rate of pay as defined and fixed under this chapter for all overtime worked, and each contract for the construction of public works shall so provide.

The public authority letting the contract shall make the determination of exception provided in this section of when an emergency exists.

In the performance of this contract, the contractor agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex, or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **CONTRACT COMPLIANCE**

It is the policy of the Lexington-Fayette Urban County Government that all contractors for supplies and services support the affirmative action policies of this Government. All offices, departments, and divisions shall follow the following regulations:

A. All Urban County Departments shall include in every direct or indirect publicly funded contract for supplies, materials, services, or equipment the following provisions:

During the performance of the 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, national origin, or handicap.
- The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contract that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.
- B. Contractors who are awarded contracts for more than \$50,000 and who have fifteen (15) or more employees shall place on file with the Equal Opportunity Officer a copy of their Affirmative Action Program containing goals and objectives and timetables for achieving those goals and objectives. The Affirmative Action Officer shall have the power to monitor the plans of contractors who meet the above criteria. These regulations are in addition to and do not supersede those required by KRS 45.550 at et. seq.
- C. Contractors doing business with the Urban County Government pursuant to federal grant funds must follow the affirmative action guidelines as set out in Executive Order 11246, as amended.
- D. Contractors doing business for the Urban County Government shall obtain a photo identification badge from the Division of Human Resources, prior to commencement of work. Contact the Division of Streets & Roads at 859-258-3451 one (1) week prior and ID times will be scheduled. Once the contract is complete, all ID badges will be collected.

- E. Noncompliance with any of the above requirements shall be reported forthwith and shall be cause for possible:
  - Suspension of contract,
  - 2. Debarment from future bidding, and
  - 3. Hearings and court action under the laws applicable for such noncompliance.

The following special specifications and provisions apply on this project. The Kentucky Department of Labor rules and regulations shall be strictly complied with.

There will be a 10% retainage of all estimates withheld until the Contract is completed to the satisfaction of the Lexington-Fayette Urban County Government representative. There will be no work on Saturdays or Sundays unless given a forty-eight (48) hour written notice.

### **CONTRACTOR'S RESPONSIBILITIES**

### <u>SUPERVISION</u>

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction, which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

### **SUPERINTENDANCE**

Contractor shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Division of Streets & Roads except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

### **LABOR**

Contractor shall provide competent, suitably qualified personnel to perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without Owner's written consent given after prior written notice to the Division of Streets & Roads.

### START-UP AND COMPLETION OF WORK

Unless otherwise specified, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the work.

### ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of Streets & Roads Representatives, architects, attorneys, and other professionals) will In special circumstances where a particular item of be paid by Contractor. equipment is placed in continuous service before completion of all work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

### FORM OF PROPOSAL

Place: <u>Lexington, Kentucky</u>
Date: 6/9/2016

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

This Proposal Submitted by	/
·	Pavement Technology, Inc.
	24144 Detroit Road, Westlake, Ohio 44145
1)	Name and Address of Bidding Contractor)
(Hereinafter called "Bidder	"), organized and existing under the laws of the state of
Ohio	: doing business as:
A Corporation	
"a corporation	on," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government (hereinafter called "Owner)
Office of the Director of Purchasing
200 East Main Street, Third Floor
Lexington, KY 40507

### Gentlemen:

The bidder, in compliance with your Invitation for Bids for the 2016 - 2017 Summer Asphalt Rejuvenation Program, Lexington, Kentucky; having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

The Bidder hereby agrees to commence work under this Contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 days of notice to proceed.

The Bidder further agrees to pay as liquidated damages, the sum of <u>Two Thousand</u> Dollars (\$2000.00) for each consecutive calendar day thereafter as stated herein.

The Bidder hereby acknowledges receipt of the following addenda:			
Addendum No. NONE	_ Date;	Addendum No	Date
Addendum No. NONE	_ Date;	Addendum No	Date
Addendum No. NONE	_ Date;	Addendum No	Date
Addendum No. NONE	_ Date;	Addendum No	Date

Here insert the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

### STATEMENT OF BIDDER'S QUALIFICATIONS

### FORM OF PROPOSAL

The following statement of the bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

<ol> <li>Name of Bidder: _Pavement Te</li> <li>Permanent Place of Busines</li> <li>Date Organized: _5/30/1972</li> <li>Where Incorporated: _Ohio</li> <li>Construction Plant and Equ</li> <li>Distributor Trucks, Dump Trucks, Sweeper</li> </ol>	ipment Available for this pro	ject:
	, wiscendinesus Traine Control Venicles	
(Attach Sep	parate Sheet if Necessary)	
6. Financial Condition:		
	is required to submit its late he Owner's office of Central ing the bid opening.	
7. In the event the Contract is furnished by:	s awarded to the undersigne	d, surety bonds will be
Travelers Casualty & Surety Company of	of America	(Surety)
Signed: Weir Throley		presentative of Surety)
<ol><li>The following is a list of sim separate sheet if necessary).</li></ol>	nilar projects performed by t	he bidder: (Attach a
NAME	<u>LOCATION</u>	CONTRACT SUM
*** SEE ATTACHED ***		
<u> </u>		
		· — —

# TECHNOLOGY

# INC.

24144 DETROIT ROAD WESTLAKE, OHIO 44145 (440) 892-1895 (800) 333-6309 FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

# EXPERIENCE RECORD - RECLAMITE® APPLICATION

Project Name	Date Started	/ Finished	Contract Size	Total Years Used
City of Akron Paul Barnett 330-375-2834 1436 Triplett Blvd. Akron, OH 44306	July 2015	July 2015	51,600 s.y.	33
Colerain Township Bruce McClain 513-385-7502 4160 Springdale Road Colerain Township, Oh	July 2013 H 45251	July 2013	3,125 s.y.	23
City of Wickliffe Pete Formica 440-943-7100 28730 Ridge Road Wickliffe, OH 44094	Sept 2015	Sept 2015	3,800 s.y.	15
Sylvania Township Greg Huffman 419-882-0031 4927 Holland-Sylvania Sylvania, OH 43560	Sept 2014 Rd.	Oct 2014	20,416 s.y.	15
Bainbridge Township Wally Rudyk 440-543-9874 17826 Chillicothe Road Chagrin Falls, OH 440		July 2012	78,000 s.y.	22
Summit County Sam Ross 330-643-2850 538 East South Street Akron, OH 44311	July 2015	July 2015	91,988 s.y.	24



### 270 PARK AVENUE EAST P.O. BOX 1706 MANSFIELO, OH 44901

w v daemuis onstact, am

Phone: 419-522-9440

Fax: 419-522-8606

# Licensed Manufacturer Tricor Refining, LLC Producers of Golden Bear<sup>a</sup> Preservation Products

## CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE

TT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON
CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO
INDICATED, AND THAT PAVEMENT TECHNOLOGY, INCORPORATED HAS SEEN
AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED

Date: July 01, 2012

Approved by:

LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Title: President



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388 Phone 661.393.7110 – Fax 661.393.1601

# RECLAMITE® Asphalt Rejuvenating Agent

	Test 1	Method	Require	nents
Tests	ASTM	AASHTO	Min.	Max
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w(1)	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test <sup>(2)</sup>	D-244 (mod)	T-59 (mod)	No Coagu	lation
Sieve Test, % w <sup>(3)</sup>	D-244 (Mod)	T-59 (mod)		0.1
Particle Charge Test	D-244	T-59	Positiv	re
Percent Light Transmittance(4)	GB	GB		30
Cement Mixing	D-244			2.0

Tests on Residue from Distillation					
Flash Point, COC, °C	D-92	T-48	196	_	
Viscosity @ 60°C, cSt	D-445	_	100	200	
Asphaltenes, %w	D-2006-70			0.75	
Maltene Distribution Ratio	D-2006-70	_	0.3	0.6	
$\underline{PC + A_1}^{(5)}$					
$S + A_2$	•				
PC/S Ratio(5)	D-2006-70		0.5	_	
Saturate hydrocarbons, S <sup>(5)</sup>	D-2006-70		21	28	

LASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until feaming ceases, then cool immediately and calculate results.

PC = Polar Compounds,

 $A_1 = First Acidaffins.$ 

A<sub>2</sub> = Second Acidaffins,

S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

<sup>&</sup>lt;sup>2</sup>Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

<sup>&</sup>lt;sup>3</sup>Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium cleane solution.

<sup>&</sup>lt;sup>4</sup>Test procedure is attached.

<sup>&</sup>lt;sup>5</sup>Chemical composition by ASTM Method D-2006-70:

# Evaluation of Seal Coat Runway 16–34 Lajes Field, Azores

by J. E. Pickett

Geotechnical Laboratory
U.S. Army Engineer Waterways Experiment Station
P.O. Box 631
Vicksburg, Mississipi

March 1983

Pavement Technology, Inc.

Preventire Maintenance Specialist

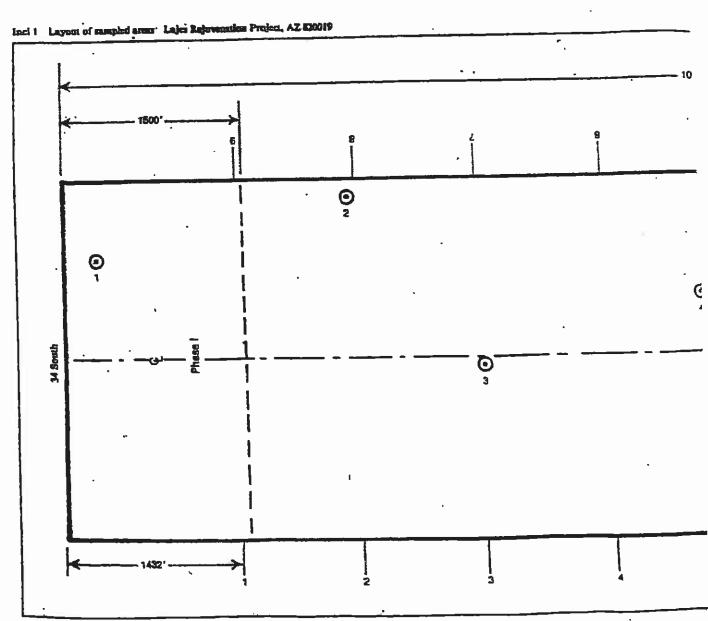
24144 Detroit Rd.

Westlake, OH 44145

1-800-559-6508

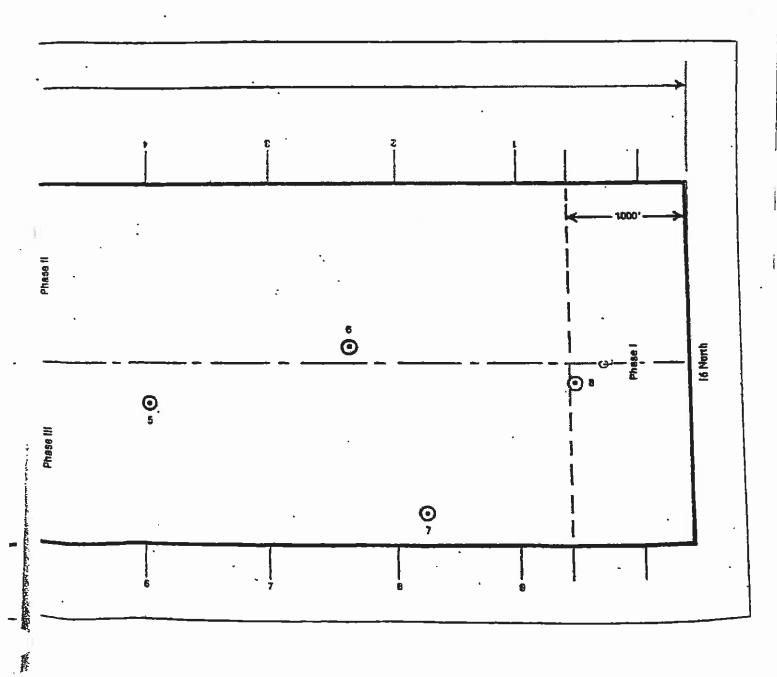


- 1. In February 1983, the Pavement Systems Division, Geotechnical Laboratory, U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, was requested by the 1605th Air Base Wing (MAC), Lajes Field, Azores, to provide technical assistance and construction inspection of the rejuvenator project on Runway 16-34, which included sampling and laboratory testing. Treatment of the runway was per-
- formed 10-15 March. An excess of Reclamite remaining from projects in 1979 and 1983 was used to treat some parking aprons and taxiways.
- 2. Messrs. Jack E. Pickett and James E. Schoenberger traveled to Lajes Field on 28 February 1983 to take samples before and after treatment and to observe the rejuvenator application.
- 3. The 10,864-ft runway was divided into sections and treated in three phases. This was



done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

The samples were processed by sawing 3/8 in. of material from the upper surface. The asphalt was extracted from this 3/8-in.—thick sample and recovered; untreated samples were processed at the field laboratory at Lajes. The recovered asphalt and treated samples were returned to WES for processing and penetration and viscosity testing. Results of these laboratory tests are summarized in Table I. Test results indicate the rejuvenation of



Station From Sample South End R/W & C		Sindon From 77°F (25°C) South End 100 g, 5 sec		Absolute Viscosity 140°F (60°C) 300.0 mm Hq Vacuum, Poises		
Number.		Untreated	Treated	Univerted	Treated	
1 2 3 4 5 6 7 8 Average	2+43, 83.7 ft W 23+55, 134.9 ft W 34+34, 5.1 ft E 52+07, 51.3 ft W 64+36, 32.4 ft E 80+67, 14.6 ft W 86+86, 121.4 ft E 99+17, 17 ft E	11.00 28.80 401, 351 11.00 23.00. 449, 520 13.60 31.00 242, 293 9.60 27.00 1, 852, 362 4.00 17.00 2, 774, 367 9.00 22.00 863, 971 6.00 34.00 1, 263, 880 6.00 29.00 1, 318, 687 8.63 25.38 1, 145, 804		449, 520 242, 293 1, 852, 362 2, 774, 367 863, 971 1, 263, 880 1, 318, 687	65, 420 62, 011 32, 860 43, 497 177, 941 62, 736 23, 444 41, 392 63, 663 94,40	
Change (%)			lements:	•	Decrease	

Runway 16-34 was satisfactory. The penetration test shows an increase of approximately 194 percent and the viscosity test shows a decrease of approximately 94 percent. The specification requires the average penetration to be increased by 20 percent and the average viscosity to be decreased by 40 percent.

4. The contractor for the project was Mr. Colin M. Durante, Pavement Technology, Inc., 11260 Berett Road, Cleveland, Ohio 44102. He elected to use Reclamite, a proprietary material manufactured by the Golden Bear Division of Witco Chemical Corporation, Bakersfield, California, as a rejuvenator. Reclamite is a resin-based emulsion that leaves an oily residue and is applied with a bituminous distributor. The Reclamite material was mixed at the job site in a two to one ratio with water, two parts Reclamite to one part water. The Reclarmite mixture at ambient temperature (60-70°F) was sprayed onto the runway pavement by using a 1140 gal bituminous distributor equipped with a 10-ft spray bar. Application rates were varied intentionally to avoid excess rejuvenator in areas,

such as recently patched areas, and areas with rubber build-up. Areas outside regular traffic were sprayed heavier, which would not bother air traffic, in case of excess rejuvenator on the surface. Dates of treatment and application rates (gal/yd¹) are shown in Table II. The remainder of the material was used to spray various taxiways and parking aprons.

Table II	
Phase I Center 100-ft-wide area All other areas	0.053 gal/sq yd 0.061 gal/sq yd
Phase II  From center line runway out 50 ft All other areas	0.055 gal/sq yd 0.066 gal/sq yd
Phase III  From center line runsway out 50 ft All other areas	0.058 gal/sq yd 0.074 gal/sq yd
<del>-</del>	

Jack E. Pickett
Materials Engineering Technicism
Presented Systems Division
Geotechnical Laboratory

# Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.



Reclamite was used as a construction seal on the dry areas of this pavement. Untreated areas are still wet from water penetrating the surface.



Reclamite was used as a construction seal on the dry areas of the pavement.

# Penetration values of asphalt extracted from cores (New Mexico Highway Department).

Santamila bando d'Ossa	
Reclamite treated (2 ye	•
Deptn	Value
Top ½"	52
Top ½"	48
Top 1/2"	40
Untreated	-
Top 1/2"	17
Top ½"	23
Тор %"	22
	Depth Top ½" Top ½" Top ½" Untreated Top ½" Top ½"

# Penetration values of asphalt extracted from cores (Douglas Street, Kern County, Calif.).

	Reclamite treated	
Depth	6 mos.	30 mos.
Top 1/2"	37	25
	Untreated	· · · · · · · · · · · · · · · · · · ·
Top 1/2"	18	13

# Penetration values of asphalt on cores taken at intervals over period of time (Day Street, Kern County, Calif.).

	Reclami	te treated	
Depth	2 mos.	18 mos.	36 mos.
Top 1/2"	82	48	40
	Untre	eated	
Top 1/2"	23	19	16

9. The bidder is now under contract and bonded the following projects: **NAME** LOCATION **CONTRACT SUM** 2016 Pavement Rejuvenator Peters Township, PA \$127,**116**.16 2016 Street Improvement Program Huber Heights, OH \$17,549.52 2016 TST Asphalt Rejuvenation Charleston County, SC \$238,732.90 2016 Asphalt Rejuvenating Program Summit County, OH \$73,443.38 10. List key bidder personnel who will work on this project: POSITION DESCRIPTION NO. OF YRS. W/BIDDER Superintendent John J. Schlegel Vice President of Operations 36 David Clark Operations and Fleet Manager 17

11. Contractor acknowledges that, if we are the apparent low bidder, we will submit to the Owner within seven (7) calendar days following the Bid Opening, the required three (3) years audited financial statements, our latest three (3) year loss history for all insurance claims including losses arising from coverages required by this Contract, a sworn statement on the Owner's form regarding all current work on hand and under contract, and a statement on the Owner's form of the experience of our officers, office management, and field management personnel, all in accordance with the Special Conditions of the Project Specifications and Bid Documents.

Respectfully submitted:

Pavement recrinology, inc.	
(Name of Contracting Firm)	
BY:	
المرض John J. Schlegel	
TITLE: Vice President	
DATE:	<u>16</u>

### STATEMENT OF EXPERIENCE

### FORM OF PROPOSAL

POSITION/TITLE: President STATEMENT OF EXPERIENCE:  """ SEE ATTACHED """  NAME OF INDIVIDUAL: John J. Schiegel POSITION/TITLE: Vice President STATEMENT OF EXPERIENCE:  """ SEE ATTACHED """	NAME OF INDIVIDUAL: Colin M. Durante
NAME OF INDIVIDUAL: John J. Schiegel POSITION/TITLE: Vice President STATEMENT OF EXPERIENCE:  "" SEE ATTACHED ""  NAME OF INDIVIDUAL: Susan J. Durante POSITION/TITLE: Secretary/Treasurer STATEMENT OF EXPERIENCE:  "" SEE ATTACHED ""  BY: Pavement Technology, Inc. Name of Firm  DATE: 6/9/2016  BY:	DOSITION/TITLE: President
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BY: Pavement Technology, Inc.  Name of Firm  DATE: 6/9/2016  BY: Market Technology	NAME OF INDIVIDUAL: Susan J. Durante
BY: Pavement Technology, Inc.  Name of Firm  DATE: 6/9/2016  BY:	• • • • • • • • • • • • • • • • • • • •
BY: Pavement Technology, Inc.  Name of Firm  DATE: 6/9/2016  BY:	STATEMENT OF EXPERIENCE:
BY: Pavement Technology, Inc.  Name of Firm  DATE: 6/9/2016  BY:	*** OFF ATTACHED ***
DATE: 6/9/2016  BY:	*** SEE ATTACHED ***
DATE: 6/9/2016  BY:	
DATE: 6/9/2016  BY:	BY: Pavement Technology, Inc.
BY:	Name of Firm
BY:	
BY:	
	DATE: 6/9/2016
	RV.
7.410.00110901	
TITLE; Vice President	

Include all officers, office management, and field management personnel. Attach separate sheets if necessary.

# TECHNOLOGY

INC.

Asphalt Recycling & Preventive Maintenance Specialists

24144 DETROIT ROAD WESTLAKE, OHIO 44145 (440) 892-1895 (800) 333-6309 FAX (440) 892-0953

# Experience Outline

### President/General Manager - Colin Durante

### Construction Operations Education/Training:

Ohio University Civil Engineering 1960-1964

Registered Professional Surveyor 1973 to present

### Employment History:

WVH and Associates General Civil Design & Survey Supervision 1964-1972

Pavement Technology, Inc. President/General Manager 1972-Present

### Work Experience:

City, County, State, and Military Projects in Pavement Maintenance and Recycling

#### Professional Affiliations:

American Society of Highway Engineers American Public Works Association Northern Ohio Service Directors Association Street Maintenance & Sanitation Officers of Ohio

# TECHNOLOGY

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# **Experience Outline**

# General Superintendent / Vice President – John J. Schlegel

1977 1983	General laborer/driver on rejuvenating and recycling projects for Pavement Technology, Inc.
1983 1988	General foreman in charge of rejuvenating agent application, crack filling, and other miscellaneous construction work.
1988 1991	Construction Manager in charge of all crew scheduling, equipment maintenance, and general construction projects.
1991 Present	General Superintendent / Vice President in charge of all construction operations.

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# Susan J. Durante

Secretary / Treasurer

1983-1987

Bachelors of Arts - Graduate of Mercyhurst College, Erie, PA

1987-1990

Stouffer Hotels And Resorts - Marketing Management

1990 - 1996

International Management Company - Director, Conference Facility

1996 to Present

Pavement Technology, Inc. - Marketing Management

2004 to Present

Pavement Technology, Inc. - Marketing Management, Secretary Treasurer

# TECHNOLOGY

# INC.

Asphalt Recycling & Preventive Maintenance Specialists

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# **Experience Outline**

### Operations and Fleet Manager - David Clark

1994 – 1995	Studied at Alfred State College, New York – Associate in Automotive Trades – Heavy Equipment, Truck and Diesel
1995 – 1997	Worked at a hazardous waste incineration plant / fork lift and OSHA training certificates
1997 – 1999	Foundry work / furnace operator specializing in copper and brass
1999 – Present	Pavement Technology, Inc., Westlake, Ohio
1999 – 2000	General laborer/driver - rejuvenating agents and crack sealing roadways
2000 – 2004	General supervisor in charge of rejuvenating agent application, crack sealing, and other miscellaneous road construction work
2004 – 2015	Fleet Manager in charge of all repairs and scheduling repairs for all trucks and equipment
2015 – Preser	

### LIST OF PROPOSED SUBCONTRACTORS

### FORM OF PROPOSAL

The following list of proposed subcontractors is required by the Owner to be executed, completed, and submitted with the Bidder's Form of Proposal. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of Bid.

### BRANCH OF WORK - LIST EACH MAJOR ITEM

### SUBCONTRACTOR

Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

1	*** NONE ***	Name:	
		Address:	
2		Name:	
		Address:	
3		Name:	
		Address:	
4		Name:	
		Address:	
5		Name:	_
		Address:	_
6		Name:	
		Address:	
7		Name:	
		Address:	
8		Name:	
		Address:	

# FORM OF PROPOSAL

# **LEGAL STATUS OF BIDDER**

Bidder	
Pavement Technology, Inc.	
Date 6/9/2016	
A corporation duly organized and doing business under the laws  Ohio John J. Schlegel  Ohio John J. Schlegel	
John J. Schlegel  the official title of	, whose signature
is affixed to this Proposal, is duly authorized to execute contracts.	
2. A Partnership, all of the members of which, with addresses are:	
(Designate general partners as such)	
<del></del>	
3. An individual, whose signature is affixed to this Proposal.	
(The Bidder shall fill out the appropriate form and strike out the oth	er two).

#### FORM OF PROPOSAL

# AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing:

- That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition;
- 3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- 5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_\_. Check the statement applicable.
- 6. This offer is for sixty (60) calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
- 7. That I have fully informed myself regarding the accuracy of the statements made in this statement.

READ CAREFULLY - SIGN IN SPACE INVALIDATES BID.	BELOW - FAILURE TO SIGN
Signed byAddress _24144 Detroit Road	Firm Pavement Technology, Inc.
Westlake, Ohio 44145	
Telephone No. (440) 892-1895	Date _6/9/2016

### **Asphalt Rejuvenating Agent**

### I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

### II. Material Specifications

The asphalt rejuvenating agent shall be composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid, a certified statement from the manufacturer showing that the restorative seal emulsion conforms to the required physical and chemical requirements.

Test Method Tests Tests of Emulsion:	<u>Specifications</u> Requirements ASTM	AASHTO	Min. Max
Viscosity @ 25°C, SFS Residue, % W¹ Miscibility Test² Sieve Test, %W³ Particle Charge Test Percent Light Transmittance⁴	D-244 D-244 (Mod.) D-244 (Mod.) D-244 (Mod.) D-244 GB	T-59 T-59 (Mod) T-59 (Mod) T-59 (Mod) T-59 GB	No Coagulation
Tests on Residue from Distillati Flash Point, COC, °C Viscosity @ 60°C, cSt Asphaltenes, \$w Maltene Dist. Ratio	D-92 D-445 D-2006-70 D-2006-70	T-48 - -	196 - 100 200 - 1.00 0.3 0.6
PC/S Ratio⁵ Saturated Hydrocarbons, S⁵	PC + A <sub>1</sub> <sup>5</sup> S + A <sub>2</sub> D-2006-70 D-2006-70	-	0.5 - 21 28

ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 °C (300°F) until foaming ceases, then cool immediately and calculate results.

Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

Test procedure is attached.

5 Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds

 $A_2$  = Second Acidaffins,

 $A_1$  = Fist Acidaffins, S = Saturated Hydro S = Saturated Hydrocarbons

Emulsion shall be freeze stabilized and if freezing has occurred a homogeneous mixture shall be obtained when the material has thawed and been thoroughly mixed.

#### III. Material Performance:

The rejuvenating agent shall have a record of at least five years of satisfactory service as a rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate the surface and seal the asphalt in-depth to the intrusion of air and water.

Each bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation conclusively demonstrating that; the restorative seal emulsion has been used successfully for a period of five years by government agencies such as cities, counties, etc., and that the restorative seal emulsion has been proven to perform as heretofore requested.

Reclamite, manufactured by the Witco Corporation, is a product of known quality and accepted performance.

#### IV. **Applicator Experience:**

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

#### ٥. **Product Standards and Alternatives:**

The product Reclamite for the asphalt rejuvenating agent as manufactured by Witco Corporation is the standard for these specifications and the prices quoted on the Bid sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternatives to the Standard, said prices shall be entered on the BID SHEET as the "Alternative Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

List the proposed alternate on the BID SHEET form giving the product name and price.

- (b) Furnish complete specifications and descriptive literature for the alternate as well as a none-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the city's requirements for the standard item for which the alternate is offered.
- (c) Submit a current material Safety Data Sheet for the alternate materials.

The alternate will be given consideration by the City. The Contractor may furnish only those alternate items included in his proposal and approved by the City prior to award of a contract.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

Should the ALTERNATE offered by found unacceptable by the city based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

### VI. Application Temperature / Weather Limitations:

The temperature of the asphalt rejuvenating emulsion, at the time of application, shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 50°F.

### VII. Handling of Asphalt Rejuvenating Agent:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any materials for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Streets, Roads & Forestry Representative.

#### VIII. Resident Notification:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract. The Contractor shall contact the LFUCG Division of Police

to obtain "No Parking" signs to post on the streets to be treated. This is to be done with a minimum of 24 hour advance notice.

### IX. Applicating Equipment:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Streets & Roads Representative.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply ½ pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as no to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Streets & Roads Representative.

### X. Application of Rejuvenating Agent:

The rejuvenating agent shall be applied by a distribution truck at the temperature recommended by the manufacturer and at the pressure required for proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the area to be treated. Distribution shall commence with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of the rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event, the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the rejuvenating agent shall be blended with water at the rate two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of rejuvenating agent and water shall

be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Streets & Roads Representative following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Streets & Roads Representative.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Streets & Roads Representative, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Streets & Roads Representative.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Streets & Roads Representative.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Streets & Roads Representative, the Contractor shall take representative samples of material for testing.

### XI. Street Sweeping:

The LFUCG Division of Streets & Roads shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the Contractor will clean the streets of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods.

If, after sand is swept and in the opinion of the Streets & Roads Representative a hazardous condition exists on the roadway, the contractor must apply additional sand. No additional compensation will be allowed for reapplications of sand.

#### XII. Traffic Control:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and / or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Streets & Roads Representative, has become complete and the area is suitable for traffic.

When, in the opinion of the Streets & Roads Representative, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The Contractor shall notify the Police and Fire departments as to the streets that are to be treated each day.

If, in the opinion of the Streets & Roads Representative, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

#### XIII. Method of Measurement:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

#### XIV. Basis for Payment:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for **PER SQUARE YARD** which shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

# **COUNTY ROADS TO BE REJUVENATED**

STREET	FROM	то	DISTANCE (MILES)
ATHENS WALNUT HILL	OLD RICHMOND RD.	ATHENS BOONESBORO RD	2.841
BEACH RD.	OLD RICHMOND	END	0.387
BEREA RD.	GEORGETOWN	IRON WORKS PIKE	1.098
BLUE SKY PKWY.	ATHENS BOONESBORO RD 1480 IF	1480 IF	0.28
BOSWORTH	ELKCHESTER	ROSALIE	0.723
ELK LICK FALLS	OLD RICHMOND RD.	1000 IF (SEG 1)	0.189
ELKCHESTER	VAN METER RD.	END	1.654
HUME RD	BYRAN STATION	WINCHESTER RD.	2.582
KIDDVILLLE RD.	JACKS CREEK	END	1.08
LEEANN LANE	OLD RICHMOND RD.	END	0.644
MCCALLS MILL	MCCALLS MILL	1000FT - LEFT OUT IN 02 PAVING	0.189
NEW VINE LN.	OLD VERSAILLES RD.	CHURCH LOT	0.083
UTTINGER	ROYSTER RD.	END	0.295
VAN METER RD.	VERSAILLES RD.	RICE RD.	1.945
	TOTAL DISTANCE (MILES)	FOR FY16	13.990

### **CITY STREETS TO BE REJUVENATED**

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
1	ASBURY	MONTROSE	VAN BUREN	290	36	10440
1	ASBURY	LA SALLE	MONTROSE	305	36	10980
1	ASBURY	VAN BUREN	VAN BUREN	300	36	10800
1	ASBURY	VAN BUREN	END	150	36	5400
1	ASTAIRE	ASTAIRE CT	HOLLOW CREEK	1100	30	33000
1	ASTAIRE	HOLLOW CREEK	ASTAIRE CT	304	30	9120
1	CANE RUN	BROADWAY	HAWTHORNE	1150	27	31050
1	CANE RUN	HAWTHORNE	CANE RUN	1550	27	41850
1	CHESTNUT	SIXTH	BRECKENRIDGE	512	37	18944
1	CHESTNUT	BRECKENRIDGE	SEVENTH	815	25	20375
1	CORRAL	SPRUCE	ELM TREE	220	40	8800
1	CORRAL	CLARK	SPRUCE	220	40	8800
1	CORRAL	M.L.KING	CLARK	300	40	12000
1	DEWEESE	MORTON	E MAIN	140	27	3780
1	DEWEESE	MORTON	SHORT	100	27	2700
1	EFFIE	LUCY	ERIE	480	27	12960
1	EFFIE	LUCY	BAMBERGER	650	27	17550
1	ELM TREE	MAIN	SHORT	350	90	31500
1	ELM TREE	SHORT	WILSON	600	90	54000
1	ELM TREE	WILSON	DEWEESE	120	90	10800
1	ELM TREE	DEWEESE	CORRAL	110	90	9900
1	ELM TREE	CORRAL	SECOND	280	30	8400
1	ELM TREE	SECOND	GUNN	215	30	6450
1	ELM TREE	GUNN	THIRD	180	30	5400
1	ELM TREE	THIRD	FOURTH	475	50	23750
1	EMERSON	MEADOW	END	1230	26	31980
1	HAGGARD	HAGGARD	BROADWAY	940	19	17860
1	HAGGARD	BLUE RIDGE	HAGGARD	180	19	3420
1	HAGGARD	RADCLIFFE	BLUE RIDGE	642	19	12198
1	HAGGARD	BROADWAY	HAGGARD CT	950	19	18050
1	HOLLOW CREEK	RUSSELL CAVE	RODNEY	1210	36	43560
1	HOLLOW CREEK	RODNEY	GRANT	1055	36	37980
1	HOLLOW CREEK	ASTAIRE	ASTAIRE	270	36	9720
1	HOLLOW CREEK	LA SALLE	ASTAIRE	225	36	8100
1	HOLLOW CREEK	ASTAIRE	CARVER	245	36	8820
1	HOLLOW CREEK	HOLLOW CREEK	GRANT	255	36	9180
1	HOLLOW CREEK	GRANT	LA SALLE	195	36	7020
1	HOLLOW CREEK	CARVER	END	105	36	3780
1	JOHNSON	FOURTH	FIFTH	775	30	23250
1	KENTON	FOURTH	FIFTH	750	28	21000
1	KENTON	FIFTH	END	440	28	12320

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
1	LA SALLE	MONTROSE	KILDARE CT	475	36	17100
1	LA SALLE	KILDARE CT	ASBURY	290	36	10440
1	LA SALLE	CARVER	MONTROSE	295	36	10620
1	LA SALLE	HOLLOW CREEK	CARVER	230	36	8280
1	LIMESTONE	EDDIE	YORK	250	36	9000
1	LIMESTONE	LOUDON	BRYAN	230	36	8280
1	LIMESTONE	LUIGART	YORK	140	36	5040
1	LIMESTONE	SEVENTH ST	TRUE ALY	133	36	4788
1	LIMESTONE	TRUE ALY	EDDIE ST	137	36	4932
1	LIMESTONE	BRYAN	LUIGART	140	36	5040
1	LINWAL	BROADWAY	BLUE RIDGE	1098	30	32940
1	LINWAL	BREWER	BLUE RIDGE	400	30	12000
1	LOUDON	BRYAN AVE	MAPLE AVE	801	30	24030
1	LOUDON	MAPLE AVE	IDLEWILD CT	1397	30	41910
1	LOUDON	BRYAN	LIMESTONE	400	45	18000
1	MEADOW	EMERSON	NEW CIRCLE	350	24	8400
1	ОНЮ	THIRD	FOURTH	750	30	22500
1	ОНЮ	FOURTH	FIFTH	770	30	23100
1	OHIO	FIFTH	SIXTH	770	30	23100
1	OHIO	SIXTH	OHIO	460	30	13800
1	ОНЮ	OHIO	SEVENTH	370	30	11100
1	RADCLIFFE	BISHOP	BREWER	300	34	10200
1	RADCLIFFE	BISHOP CT	BISHOP	50	34	1700
1	RADCLIFFE	RYE	BISHOP CT	250	34	8500
1	RADCLIFFE	BREWER	HAGGARD	140	34	4760
1	SECOND	SPRUCE	ELM TREE	250	28	7000
1	SECOND	M.L.KING	SPRUCE	525	28	14700
1	SHANDON	BURGOYNE	CUL-DE-SAC	670	30	20100
1	SHANDON	KENT	BURGOYNE	690	30	20700
1	SHANDON	PARKSIDE	KENT	660	30	19800
1	SHORT	DEWEESE	ELM TREE	160	36	5760
1	SILVER	THURMAN	LINWAL	490	24	11760
1	SIXTH	HEADLEY	PRICE	320	31	9920
1	SIXTH	BROADWAY	VON	250	33	8250
1	SIXTH	PRICE	SMITH	230	31	7130
1	SIXTH	SMITH	BELLAIRE	130	33	4290
1	SIXTH	HEADLEY AVE	VON ALY	359	33	11847
1	SIXTH	BELLAIRE	JEFFERSON	180	33	5940
1	THIRD	WARNOCK	SHROPSHIRE	170	29	4930
1	THIRD	HOLBROOK	WARNOCK	210	35	7350
1	THIRD	RACE ST	HOLBROOK CT	144	29	4176
1	WARNOCK	GOODLOE	THIRD	540	23	12420
1	WARNOCK	SECOND	GOODLOE	254	23	5842
1	WAVERLY	ERIE	DEPORRES	1916	30	57480

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
1	WITHROW	E THIRD	GRINSTEAD	215	18	3870
2	BAUMANN	FAIRMAN	END	305	27	8235
2	BAUMANN	HARBISON	FAIRMAN	890	27	24030
2	BROOKS	LINDBERG	END	150	16	2400
2	COLEMAN	NEWTOWN	END	240	10	2400
2	FAIRMAN	MERCER	FAIRMAN	500	36	18000
2	FORBES	LEESTOWN SRD	ANTIQUE	300	27	8100
2	FORBES	ANTIQUE	MEADOWTHORPE AVE	910	27	24570
2	JAGGIE FOX	MAGGARD	CAPSTONE	1500	40	60000
2	KEMPER	WHITNEY	END	120	8	960
2	LINDBERG	SELF ST	BROOKS	210	26	5460
2	MCCARTY	COX ST	HERLIHY ST	235	10	2350
2	MEADOWTHORPE	PEPPER	FORBES	425	27	11475
2	MERCER	WESTHAMPTON	MERCER	1100	40	44000
2	OLIVIA	NEWTOWN PIKE	END	441	39	17199
2	PAUL	LINDBERG	END	150	16	2400
2	PELICAN	PELICAN CT	CUL-DE-SAC	375	24	9000
2	PRICE	PRICE	APRICOT	1950	63	46800
2	REBMANN	CAHILL	END	365	37	13505
2	SANDERSVILLE	GREENDALE	GREENSPRING	570	32	18240
2	SANDERSVILLE	GEORGETOWN	ATOMA	590	21	12390
2	SELF	LINDBERG	END	150	16	2400
2	THIRD	BLACKBURN	JEFFERSON	563	33	18579
2	VALLEY	WILLARD	DE ROODE	152	21	3192
2	VALLEY	WILLARD	CUL-DE-SAC	427	24	10248
2	VALLEY	WILLARD	DE ROODE	152	21	3192
2	WAVERLY	ERIE	BAMBERGER	1455	30	43650
3	APOSTOLIC	AMERICAN	BURLEY	280	12	3360
3	AYLESFORD	EUCLID	ROSE LN	427	25	10675
3	BEAUMONT	MELROSE	TREMONT	265	24	6360
3	CLAY	VANDERPOOL	EUCLID	410	30	12300
3	COOPER	NICHOLASVILLE	UNIVERSITY	1500	60	90000
3	COOPER	SPORTS CENTER	UNIVERSITY	1250	50	62500
3	DELMAR	BOONESBORO	RUSSELL	465	33	15345
3	EXPORT	VIRGINIA	SIMPSON	937	37	34669
3	FRANKLIN	WALTON	ASHLAND	615	27	16605
3	HAGERMAN	E HIGH	E MAXWELL	983	21	20643
3	HIGH	LAFAYETTE	PARK	310	36	11160
3	HIGH	PARK	OLDHAM	295	36	10620
3	HIGH	OLDHAM	KENTUCKY	325	36	11700
3	HIGH	CLAY	LAFAYETTE	320	36	11520
3	OLDHAM AVENUE	EUCLID AVENUE	EAST HIGH STREET	9930	20	27900

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
3	PINE	DUNAWAY	SPRING	201	32	6432
3	PINE	COMBS	MERINO	795	32	25440
3	PINE	S.BROADWAY	SPRING	370	33	12210
3	PINE	MERINO	POPLAR	186	32	5952
3	PINE	PATTERSON	DUNAWAY	262	32	8384
3	PINE	POPLAR	PATTERSON	216	32	6912
3	PRALL	TON TOHNZON	SELLERS	370	25	9250
3	PRALL	S.LIMESTONE	WINNIE	1050	27	28350
3	PRALL	WINNIE ST	LOU JOHNSON	138	27	3726
3	ROSE	LYNDHURST	GROSVENOR	276	30	8280
3	ROSE	LATROBE	E HIGH	200	30	6000
3	ROSE	KALMIA	MAXWELL	310	36	11160
3	TRANSYLVANIA	EUCLID AVE	E MAXWELL ST	1001	18	18018
3	TREMONT	TATES CREEK	KASTLE	1060	24	25440
3	VIRGINIA	LIMESTONE	PRESS	842	65	54730
3	VIRGINIA	EXPORT	PRESS	900	65	58500
3	VIRGINIA	BROADWAY	EXPORT	780	65	50700
4	CHAPMAN	SPANGLER	CUL-DE-SAC	370	27	9990
4	DELLWOOD	DAVID	LOWRY	385	27	10395
4	DUNDEE	NICHOLASVILLE	LOCH LOMOND	1125	27	30375
4	FOX HARBOUR	LAUREN	QUAILRIDGE	1715	30	51450
4	HARVARD	E TIVERTON	TULANE	1275	26	33150
4	JOSIAH	CLEARWATER	EMMETT CREEK	793	30	14580
4	LOWNDESBORO	FOREST GREEN	CUL-DE-SAC	240	20	4800
4	LOWRY	NICHOLASVILLE	DELLWOOD	835	37	30895
4	MALABU	KIRKLAND	OVERBROOK	1290	35	45150
4	NOTTINGHAM	GALAHAD	CAMELOT	1210	29	35090
4	OLD DOBBIN	RAINTREE	TATES CREEK	545	26	14170
4	RAINWATER	RAINWATER	CUL-DE-SAC	550	27	14850
4	RAINWATER	RAINWATER	SPRINGWATER	565	27	15255
4	RAINWATER	CLEARWATER	RAINWATER	700	27	18900
4	SPRINGWATER	SPRINGWATER	CUL-DE-SAC	240	27	6480
4	SPRINGWATER	RAINWATER	SPRINGWATER	415	27	11205
4	TROY	DICKSONIA	FOREST GREEN	980	24	23520
	-					
5	LAGONDA	SPARKS	LIBERTY	325	27	8775
5	ADAIR	FONTAINE	HART	460	27	12420
5	ANDOVER	PROVIDENCE	COOPER	955	27	25785
5	ASHLAND	E HIGH	FINCASTLE	1500	46	69000
5	ASHLAND	CENTRAL	MAIN	611	46	28106
5	ASHLAND	CENTRAL AVE	FINCASTLE	87	46	4002
5	BAYBROOK	PLAINVIEW	FOLKSTONE	840	30	25200
5	CHINOE	CLAYS SPRING LN	FONTAINE	820	30	24600

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
5	CHINOE	ASHWOOD	CLAYS SPRING LN	395	30	11850
5	CHINOE	RICHMOND	ASHWOOD	970	30	29100
5	CLINTON	HART	COCHRAN	740	24	17760
5	CLINTON	FONTAINE	HART	450	24	10800
5	COOPER	ROMANY	GARDEN	345	27	9315
5	COOPER	GARDEN	ANDOVER	345	27	9315
5	COOPER	ANDOVER	CHINOE	390	27	10530
5	COOPER	CHINOE	CULPEPPER	410	27	11070
5	COURTNEY	HENRY CLAY	APPLETREE	700	27	18900
5	CULPEPPER	CLAYS SPRING LN	FONTAINE	760	27	20520
5	DIAZ	EASTLAND	COMMERCIAL	940	8	7520
5	EL PASEO	EUREKA SPRINGS	END	920	40	36800
5	EUREKA SPRINGS	BEAVER CREEK	DEATON	610	40	24400
5	FOLKSTONE	PLAINVIEW	BAYBROOK	975	30	29250
5	FOLKSTONE	BAYBROOK	LOCKHURST	370	30	11100
5	FONTAINE	DESHA	IRVINE	470	27	12690
5	FONTAINE	E HIGH	DESHA	360	27	9720
5	FONTAINE	CATALPA	WOODSPOINT	380	27	10260
5	GHENT	S HANOVER	DESHA	240	24	5760
5	HART	OLD CASSIDY	TATES CREEK			0.00
5	HART	OLD CASSIDY	CASSIDY	235	27	6345
5	HART	CASSIDY	COCHRAN			00 10
5	LIBERTY	GATEHOUSE	LAKEVIEW	390	30	11700
5	LINCOLN	MENIFEE	ROBERTSON	1100	30	33000
5	LINCOLN	MONROE	MENIFEE	1150	30	34500
5	LINCOLN	RICHMOND	MONROE	1100	30	33000
5	LINDY	HENRY CLAY	APPLETREE	1055	27	28485
5	MENIFEE	KINGSWOOD	QUEENSWAY	340	27	9180
5	MENIFEE	HENRY CLAY	KINGSWOOD	345	27	9315
5	MENIFEE	QUEENSWAY	HOLIDAY	345	27	9315
5	MENIFEE	BASSETT	SHERMAN	320	27	8640
5	MENIFEE	HOLIDAY	END	150	27	4050
5	MENIFEE	SHERMAN	HENRY CLAY	300	27	8100
5	MENIFEE	LINCOLN	PRESTON	340	30	10200
5	MENIFEE	PRESTON	BASSETT	350	27	9450
5	MENIFEE	OWSLEY AVE	LINCOLN AVE	321	27	8667
5	MT TABOR	TILDEN	BAYBROOK	1200	36	43200
5	MTTABOR	YELLOWSTONE	TILDEN	1105	36	39780
5	MT TABOR	PATCHEN	GRIBBIN	925	21	19425
5	MT TABOR	CEDARCREST	KASEY	370	34	12580
5	PLEASANT POINTE	GRIBBIN	PLEASANT POINTE	730	27	19710
5	PROVIDENCE	TATES CREEK	EASTOVER	335	27	9045
5	ROMANY	PROVIDENCE	COOPER	1015	36	36540
5	ST JAMES	COBURN	ST MATHILDA	1450	27	39150
5	ST MARGARET	ST JULIE	COBURN	1185	36	42660
5	ST MICHAEL	WILL FANT	WILL FANT	560	35	19600
5	ST MICHAEL	ST GEORGE	WILL FANT	305	35	10675
5	ST WILLIAM	COBURN	ST MATHILDA	1525	27	41175
5	TABORLAKE					

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
6	FREEMAN	CIRCLE	IRENE	990	27	26730
6	FREEMAN	IRENE	ALLEN	1210	27	32670
6	AUBURN	EASTLAND	CUL-DE-SAC	135	27	3645
6	BARNARD	VANBRUGH	ASHBY	350	30	10500
6	BARNARD	CULZEAN	BARNARD	1705	30	51150
6	BARNARD	KIMBOLTON	VANBRUGH	275	30	8250
6	BARNARD	KIMBOLTON	BARNARD	275	30	8250
6	BARNARD	ASHBY	CUL-DE-SAC	505	30	15150
6	BRIGHTON PLACE	SHERBORNE	DARLINGTON	1045	30	31350
6	BRIGHTON PLACE	ANDOVER FOREST	SHERBORNE	410	30	12300
6	CANTRILL	EASTLAND	EASTLAND	1090	30	32700
6	CARLA	LISA	CUL-DE-SAC	285	24	6840
6	EASTIN	BROOKEMEADE	GRANDIN	840	27	22680
6	EASTIN	LINDENWOOD	TANGLEWOOD	390	27	10530
6	EASTIN	TANGLEWOOD	BROOKEMEADE	220	27	5940
6	EASTIN	WHISPERING WOOD	LINDENWOOD	390	27	10530
6	EASTLAND	AUBURN	FT SUMTER	290	32	9280
6	EASTLAND	SARASOTA	CHICKASAW	315	32	10080
6	EASTLAND	MEMPHIS	NASHVILLE	265	32	8480
6	EASTLAND	KNOXVILLE	NEW ORLEANS	345	32	11040
6	EASTLAND	NEW ORLEANS	BILOXI	305	32	9760
6	EASTLAND	CHICKASAW	AUBURN	495	32	15840
6	EASTLAND	BILOXI	CHARLESTON	270	32	8640
6	EASTLAND	CHARLESTON	SARASOTA	270	32	8640
6	EASTLAND	GAINESVILLE	KNOXVILLE	320	32	10240
6	EASTLAND	NASHVILLE	GAINESVILLE	270	32	8640
6	FAYE	LISA	CUL-DE-SAC	215	24	5160
6	GAYLE	GAYLE	CUL-DE-SAC	255	27	6885
6	GAYLE	PELLINORE	EASTLAND	1050	30	31500
6	GAYLE	EASTLAND	PELLINORE	480	30	14400
6	GRANDIN	EASTIN	MARIEMONT	325	20	6500
6	GRANDIN	STRATHMORE	MARIEMONT	305	20	6100
6	KIMBOLTON	TODDS	BARNARD	465	30	13950
6	KINGSTON	PARIS	ALLEN	2235	18	40230
6	LIBERTY HILL	INDEPENDENCE	REPUBLIC	400	25	10000
6	LIBERTY HILL	LIBERTY	LIBERTY STATION	185	25	4625
6	LIBERTY HILL	LIBERTY STATION	INDEPENDENCE	265	25	6625
6	LISA	MONA CT	MIMI CT	270	24	6480
6	LISA	LISA CR	MONA CT	280	24	6720
6	LISA	ALLEN	CARLA	260	24	6240
6	LISA	мімі ст	CARLA CT	300	24	7200
6	LISA	LISA CR	END	135	24	3240
6	MARTHA	EASTLAND	CUL-DE-SAC	580	27	15660
6	MARTHA	EASTLAND	CUL-DE-SAC	385	30	11550

CD	STREET	FROM TO		LENGTH	WIDTH	SQ FT.
6	OLD PARIS	NEW CIRCLE	NORTHWOOD	710	27	19170
6	PARKSIDE	NANCY	ALLEN	340	36	12240
6	PARKSIDE	IRENE	NANCY	1020	36	36720
6	PARKSIDE	CIRCLE	IRENE	1300	30	39000
6	ROGERS	PARIS	ALLEN DR	2595	34	88230
6	SIERRA	RANIER	END	390	27	10530
6	SIERRA	SIERRA	BRYAN STATION	399	27	10773
6	SIERRA	RANIER	SIERRA	497	27	13419
6	STONEWOOD	LIBERTY	RIDGEBROOK	250	27	6750
7	ANDOVER VILLAGE	FOREST HILL	CUL-DE-SAC	892	23	20516
7	BEAVER CREEK	HIDDEN POINT	ELK LAKE	295	35	10325
7	BEAVER CREEK	ELK LAKE	MAN-O-WAR	510	35	17850
7	BEAVER CREEK	EAGLE CREEK	GREEN RIVER	425	35	14875
7	BEAVER CREEK	WOODVIEW	SQUIRES	290	35	10150
7	BEAVER CREEK	EAGLE CREEK	WOODVIEW	295	35	10325
7	BEAVER CREEK	LAKEWALES	EAGLE CREEK	265	35	9275
7	BEAVER CREEK	MAN-O-WAR	LAKE WALES	210	35	7350
7	BENT BOUGH	WOODHILL	WHITWOOD	260	25	6500
7	BENT BOUGH	WHITWOOD	CUL-DE-SAC	390	25	9750
7	BONANZA	RENO	CUL-DE-SAC	470	30	14100
7	CHELSEA WOODS	CHELSEA WOODS	CUL-DE-SAC	310	30	9300
7	CHELSEA WOODS	CHELSEA WOODS CT	CUL-DE-SAC	1030	30	30900
7	CLEARWOOD	LARKWOOD	CUL-DE-SAC	470	27	12690
7	CODELL	PALUMBO	CUL-DE-SAC	655	40	26200
7	CRYSTAL	PEBBLE LAKE	CUL-DE-SAC	260	27	7020
7	CYPRESS POINT	TODDS	MUIRFIELD	320	34	10880
7	EAGLE CREEK	RICHMOND	SAND LAKE	550	18	9900
7	EAGLE CREEK	BEAVER CREEK	BARREN RIVER	280	28	7840
7	EAGLE CREEK	BARREN RIVER	OTTER CREEK	605	30	18150
7	EAGLE CREEK	PITTMAN CREEK	BEAVER CREEK	290	35	10150
7	EAGLE CREEK	OTTER CREEK	BEAVER CREEK	160	30	48000
7	EAGLE CREEK	EAGLE VIEW	BLAZER	1530	36	55080
7	EAGLE CREEK	COVE LAKE	PITTMAN CREEK	340	35	11900
7	EAGLE CREEK	RICHMOND	EAGLE VIEW	560	36	20160
7	EAGLE CREEK	BEAVER CREEK	END	300	26	7800
7	EAGLE CREEK	SAND LAKE	COVE LAKE	695	35	24325
7	EAGLE CREEK	RICHMOND	EAGLE CREEK	500	35	17500
7	EASTHILLS	WISEMAN	TUSCALOOSA	460	40	18400
7	EASTHILLS	MAN-O-WAR	WISEMAN	425	40	17000
7	EASTHILLS	SQUIRES RD	SQUIRES RD	290	40	11600
7	FOX TRACE	ROYALWOOD	ROYAL WOOD	175	30	5250
7	FOX TRACE	BUCKHORN	ROYALWOOD	325	30	9750

7	FOXCHASE	STREET FROM TO		LENGTH	WIDTH	SQ FT.
_	TONCHASE	HUNTERS POINT	CUL-DE-SAC	325	27	8775
	GATLINBURG	SMOKEY MTN	CUL-DE-SAC	465	27	12555
7	LARKWOOD	CLEARWOOD	WOODHILL	1000	27	27000
7	LARKWOOD	WOODHILL	HEDGEWOOD	1240	30	37200
7	LARKWOOD	HEDGEWOOD	LYNNWOOD	275	30	8250
7	MIRAHILL	CODELL	MULBERRY	415	30	12450
7	MIRAHILL	MULBERRY	CUL-DE-SAC	755	30	22650
7	MIST LAKE	SQUIRES	CUL-DE-SAC	830	30	24900
7	MT TABOR	GRIBBIN	PATCHEN			
7	MT TABOR	CEDARCREST	KASEY			
7	OAKBROOK	YETTA	CUL-DE-SAC	460	27	12420
7	OAKBROOK	YETTA	EDGEBROOK	490	27	13230
7	PACKANACK	SHOAL LAKE	CUL-DE-SAC	720	26	18720
7	PALUMBO	SEG 2 (STOP LIGHT)	SEG 4	1300	35	45500
7	PALUMBO	SEG 4	CODELL	1465	35	51275
7	PALUMBO	CODELL	NEW CIRCLE	895	40	35800
7	PITTMAN CREEK	EAGLE CREEK	END	500	25	12500
7	PITTMAN CREEK	EAGLE CREEK	END	500	25	12500
7	ROYAL WOOD	FOX TRACE	FOX TRAVE	1130	30	33900
7	ROYAL WOOD	BUCKHORN	ROYAL WOOD	670	30	20100
7	ROYAL WOOD	ROYAL WOOD	CUL-DE-SAC	260	27	7020
7	ROYAL WOOD	ROYAL WOOD	FOX TRACE 290		30	8700
7	SHOAL LAKE	TRAVIS	PACKANACK	350	39	13650
7	SHOAL LAKE	PACKANACK	CUL-DE-SAC	660	39	25740
7	SMOKY MOUNTAIN	BUCKHORN	GATLINBURG	265	30	7950
7	SMOKY MOUNTAIN	SMOKY MOUNTAIN	CUL-DE-SAC	320	27	8640
7	SMOKY MOUNTAIN	GATLINBURG	SMOKY MOUNTAIN	520	30	15600
7	SMOKY MOUNTAIN	SMOKY MOUNTAIN	CUL-DE-SAC	655	30	19650
7	SNOW	WINTER GARDEN	WINTER GARDEN	1100	29	31900
7	SQUIRES	GREENBO RD	DALE HOLLOW	665	30	19950
7	SQUIRES	DEWEY	GREENBO RD	500	38	19000
7	SQUIRES	EASTHILLS	DEWEY	1147	40	45880
7	SWEETWATER	BUCKHORN	CUL-DE-SAC	420	27	11340
7	TODDS	CODELL	CATERA	600	39	23400
7	WHITWOOD	BENT BOUGH	END	190	21	3990
7	WOODVIEW	EASTHILLS	END	985	30	29550
7	WOODVIEW	BEAVER CREEK	END	695	26	18070
7	WOODVIEW	BEAVER CREEK	EASTHILLS	670	30	20100
_	AOHEDUCT	POWIE	LATONIA	1605	20	FOCTO
8 8	AQUEDUCT	POST OAK	LATONIA BOWIE	1685 565	30	50550 16950

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
8	BOWIE	PIMLICO	POST OAK	700	30	21000
8	BOWIE	POST OAK	AQUEDUCT	700	30	21000
8	FALL	SUMMA MEADOW	CUL-DE-SAC	300	27	8100
8	FIELDMOOR	ROCKBRIDGE	FOUR WYNDS TR	240	27	6480
8	GAR	NIAGARA	CUL-DE-SAC	400	27	10800
8	HARTLAND	TANBARK	LEDGEBROOK	300	40	12000
8	HARTLAND	TATES CREEK	TATES CREEK TANBARK		40	20200
8	HARTLAND	ROCKBRIDGE	ROCKBRIDGE RAPID RUN		40	33600
8	HARTLAND	JFD	ROCKBRIDGE	940	40	37600
8	HARTLAND	AMHERST	RAPID RUN	400	32	12800
8	KENESAW	BRENTMOOR	ARMSTRONG MILL	1050	35	36750
8	KENESAW	SAMARA GLEN	MAGNA OAK	430	35	15050
8	KENESAW	MEADOW VIEW	SPRING FIELD	260	27	7020
8	KENESAW	SPRING FIELD	BRENTMOOR	230	35	8050
8	KENESAW	SOL	SAMARA GLEN	255	35	8925
8	KENESAW	BUCKHORN	SOL	200	35	7000
8	KENESAW	MAGNA OAK	SUMMA MEADOW	530	35	18550
8	KENESAW	SUMMERHILL	IMMERHILL MEADOWVIEW		35	21000
8	KENESAW	SUMMA MEADOW	IMA MEADOW SUMMERHILL		35	14700
8	KNOLLWOOD	MAGNA OAK	GNA OAK CUL-DE-SAC		30	9600
8	LAKEFRONT	SPRINGLAKE	SPRINGLAKE		28	19348
8	LAKEFRONT	SPRINGLAKE	CUL-DE-SAC	561	28	15708
8	LATONIA	AQUEDUCT	CUL-DE-SAC	240	27	6480
8	MAGNA OAK	KNOLLWOOD	CUL-DE-SAC	575	30	17250
8	MAGNA OAK	KENESAW	KNOLLWOOD	325	30	9750
8	MT FORAKER	MT BISON	MT MCKINLEY	1685	30	50550
8	MT FORAKER	MTIDA	MT BISON	730	30	21900
8	MT FORAKER	MT MCKINLEY	MTIDA	336	30	10080
8	MT MCKINLEY	MAN -O- WAR	CATSKILL	715	30	21450
8	MT MCKINLEY	CATSKILL	MT FORAKER	625	30	18750
8	MT MCKINLEY	MT FORAKER	MT FORAKER	295	30	8850
8	OAKLYN	FLORA GLEN	CUL-DE-SAC	325	27	8775
8	ROCKBRIDGE	OAK CREEK	SPRING CREEK	290	40	11600
8	ROCKBRIDGE	HICKORY CREEK	FIELDMOOR	425	40	17000
8	ROCKBRIDGE	LANDING	TATES CREEK	500	40	20000
8	ROCKBRIDGE	HICKORY CREEK	OAK CREEK	275	40	11000
8	ROCKBRIDGE	SPRING CREEK	LANDING	235	40	9400
8	SPRINGLAKE	LAKEFRONT	LAKEFRONT	641	20	12820
8	STOREY	TRENT	END - HAMMERHEAD	300	22	6600
8	SUTHERLAND	HIGH HOPE	AT INTERSECTION ONLY	355	30	10650
9	BOSTON	BOSTON COURT	DENVER	535	38	20330
9	BOSTON	HALIFAX	BOSTON COURT	370	38	14060
9	BOSTON	DENVER	MONTICELLO	895	38	34010

CD	STREET FROM		ТО	LENGTH	WIDTH	SQ FT.
9	BOSTON	CROMWELL WAY	RETRAC	320	38	12160
9	BOSTON	CROMWELL WAY	MARBLE ROCK	295	38	11210
9	BRAVINGTON	ROXBURG	BRAVINGTON CT	715	30	21450
9	BRUNSWICK	PARK ENTRANCE	SHILLITO PARK	1916	30	57480
9	COOPER RUN	COOPER WOODS	COOPER SPINGS	980	40	39200
9	HIDDEN SPRINGS	WOODRIDGE	SPRING RUN	350	30	10500
9	HIGBEE MILL	WINDING BROOK	HIGBEE WOODS CT	670	25	16750
9	HIGBEE MILL	GRASSY CREEK	WINDING BROOK	305	27	8235
9	HOPEMONT	OLD HIGBEE MILL	HOPEMONT DR	485	18	8730
9	MARBLEROCK	STONE CREEK	STONE CREEK	1225	30	36750
9	MILLPOND	WEEPING WILLOW WY	WHITE PINE	260	45	11700
9	MONTICELLO	HOLWYN	POST	1125	35	39375
9	POTOMAC	WINTHROP	BRUNSWICK	1190	29	34510
9	PRINCE ALBERT	SOUTHPOINT	PINDELL	540	35	18900
9	SAXON	BETH	TUDOR	1325	20	26500
9	SOUTHPOINT	ALIGAN	MARWOOD	1060	42	44520
9	SPRING RUN	CLAYS MILL	BINGHAM	780	32	24960
9	STILL WATER	HALIFAX	MONTICELLO	720	30	21600
9	TIVERTON	TIVERTON	PAVING JOINT	460	38	17480
9	TORONTO	NICHOLASVILLE	WINNEPEG	1260	35	44100
9	TORONTO	TORONTO	VICTORIA	685	35	23975
9	VICTORIA	ELORA	EXPO COURT	285	37	10545
9	WEBER	SWEET BRIAR	ROSE BANK	320	30	9600
9	WHITE PINE	TWIN PINE	BEECHWOOD	970	27	26190
9	WHITE PINE	MILLPOND	TWIN PINE	480	27	12960
9	WINTHROP	MILLPOND	GOLDEN TROPHY	316	36	11376
9	WINTHROP	MONTICELLO	CUL-DE-SAC	270	29	7830
9	WINTHROP	GOLDEN TROPHY	MAN O WAR	1170	48	56160
9	WINTHROP	MILLPOND	NEWBURY	580	45	26100
9	WINTHROP	NEWBURY	WAVELAND MUSEUM	230	45	10350
9	WINTHROP	MILLPOND	GOLDEN TROPHY	316	36	11376
9	WINTHROP	GOLDON TROPHY	MAN O WAR	1170	48	56160
9	WINTHROP	MILPOND	NEWBURY	580	45	26100
9	WINTHROP	NEWBURY	WAVELAND MUSEUM	230	45	10350
10	AGAPE	CREEKVIEW	HARRODS POINTE	310	30	9300
10	AGAPE	DOGWOOD TRACE	VALE	505	30	15150
10	AGAPE	VALE	CREEKVIEW	315	30	9450
10	AGAPE	HARRODS POINTE	COUNTY LINE	350	30	10500
10	ALEXANDRIA	MARKHAM		265	40	10600
10	ALEXANDRIA	AZALEA	GULFSTREAM	400	40	16000
10	ALEXANDRIA	SANDRA	MARKHAM	320	40	12800
10	ALEXANDRIA	GULFSTREAM	GREATSTONE	370	40	14800

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
10	ALEXANDRIA	LILY CT.	PINE BLOOM	323	42	13566
10	ALEXANDRIA	GARDEN SPRINGS	PALMS	420	42	17640
10	ALEXANDRIA	PINE BLOOM	ALEXANDRIA CT	430	42	18060
10	ALEXANDRIA	ALEXANDRIA CT	SANDRA	320	40	12800
10	ALEXANDRIA	PALMS	WINTERBERRY	200	42	8400
10	ALEXANDRIA	WINTERBERRY	LILY CT	288	42	12096
10	ANDREA	CLAYS MILL	NOEL	744	27	20088
10	APACHE	COMANCHE	ARROWHEAD	1100	26	28600
10	APACHE	COMANCHE	HYDE PARK	735	26	19110
10	ARK ROYAL	WESTERFIELD WAY	SEVERN	900	36	32400
10	ARROWHEAD	APACHE	HARRODSBURG	490	33	16170
10	ASHBROOKE	MARIAN	KEATS GROVE	685	27	18495
10	ASHBROOKE	MEGAN BAY	MARIAN	285	27	7695
10	ATHENIA	OLD NASSAU	FALLON	421	30	12630
10	ATHENIA	FALLON	WILLIAMSBURG	1533	30	45990
10	ATHENIA	GEORGIAN	OLD NASSAU	419	30	12570
10	BUD	BRANCH	VALE	315	30	9450
10	BUD	DOGWOOD TRACE	BRANCH	130	30	3900
10	CARDINAL	CLAYS MILL	LARAMIE	1246	27	33642
10	CLEARVIEW	BRADFORD	HILL N DALE	777	27	20979
10	CLEMENS	HARTFORD	CALEVARES	1515	30	45450
10	CLEMENS	TWAIN RIDGE	HARTFORD	375	30	11250
10	CORPORATE	CORPORATE	CORPORATE	1700	36	61200
10	COURCHELLE	NAKOMI	END	246	27	6642
10	DOGWOOD TRACE	TRACE	CHARISMA	455	40	18200
10	DOGWOOD TRACE	SCENICVIEW	DRESDEN	460	40	18400
10	DOGWOOD TRACE	BUD	TRACE	315	40	12600
10	DOGWOOD TRACE	RHEMA	SCENICVIEW	260	40	10400
10	DOGWOOD TRACE	CHARISMA	AGAPE	310	40	12400
10	ERMINE	SNAFFLE	CUL-DE-SAC	600	27	16200
10	FALLON	ATHENIA	WILLIAMSBURG	1443	26	37518
10	FIREBROOK	MARY AUSTILL	IDLEWOOD	310	39	12090
10	FIREBROOK	OVERLAKE	MARY AUSTILL	100	39	3900
10	FORSYTHE	HEIMBAUGH LN	HAPGOOD LANE	605	30	18150
10	FORSYTHE	PLANTATION	HEIMBAUGH LN	300	30	9000
10	FORSYTHE	HAPGOOD	GLADMAN	290	30	8700
10	HARVEST	FORSYTHE	TARA	600	30	18000
10	HILL N DALE	MILLBROOK	END	177	27	4779
10	HILL N DALE	HILL	SOUTHVIEW	423	27	11421
10	HILL N DALE	MILLBROOK	CLEARVIEW	1174	27	31698
10	HILL N DALE	CLEARVIEW	HILL	420	27	11340
10	HOLLYHILL	SOUTHGATE	CLAYS MILL	1230	27	33210
10	INMAN	FIREBROOK	WATER KNOLL	1060	27	28620
10	LEDFORD	SNAFFLE	CUL-DE-SAC	325	27	8775

CD	STREET	FROM	то	LENGTH	WIDTH	SQ FT.
10	LONGVIEW	CLAYS MILL	SOUTHGATE	1099	27	29673
10	LONGVIEW	SOUTHGATE	SOUTHVIEW	979	27	26433
10	LYON	LYON	CUL-DE-SAC	325	40	13000
10	LYON	LYON CT	FT HARRODS	1235	30	37050
10	LYON	FT HARRODS	LYON CT	820	30	24600
10	NEAL	CECIL	ASHLEY	260	27	7020
10	NEVIUS	FT HARRODS	PARASOL	565	30	16950
10	NEVIUS	PARASOL	CUL-DE-SAC	675	30	20250
10	NOEL	STONE	ANDREA	253	27	6831
10	NOEL	ANDREA	END	238	27	6426
10	OVERLAKE	HARRODSBURG	WATERSIDE	965	53	51145
10	PASADENA	HUGUENARD	NICHOLASVILLE	1088	36	39168
10	RAMBLER	REGAL	DERBY	887	27	23949
10	REBEL	REGAL	CUL-DE-SAC	776	27	20952
10	RIDGECANE	PALMBROOKE	ROLLINGDALE	385	30	11550
10	RIDGECANE	RIDGECANE	PALMBROOKE	335	30	10050
10	RIDGECANE	RIDGECANE CT	SEBASTIAN	340	30	10200
10	RIDGECANE	RIDGECANE	CUL-DE-SAC	540	27	14580
10	RIDGECANE	ROLLINGDALE	GONDOLA		30	23850
10	RIDGECANE	PALMBROOKE	ROLLINGDALE	385	30	11550
10	RIDGECANE	RIDGECANE	PALMBROOKE	335	30	10050
10	RIDGECANE	RIDGECANE CT	SEBASTIAN	160	30	4800
10	RIDGECANE	ROLLINGDALE	GONDOLA	795	30	23850
10	RIGGS	GONDOLA	CUL-DE-SAC	360	27	9720
10	ROLLINGDALE	RIDGECANE	MALONE	1680	27	45360
10	RUNNYMEDE	WESTERFIELD	WESTERFIELD	1861	30	55830
10	RUNNYMEDE	SEVERN	SEVERN	572	30	17160
10	RUNNYMEDE	WESTERFIELD	SEVERN	368	30	11040
10	SANTEE	PALOMAR	PALMETTO	930	30	27900
10	SAVERN	ARK ROYAL	WESTERFIELD	1369	27	36963
10	SHERIDAN	SOUTHGATE	CLAYS MILL	1104	27	29808
10	SHERIDAN	SOUTHVIEW	SOUTHGATE	824	27	22248
10	SNAFFLE	MANTILLA	LYON	985	30	29550
10	SOUTHGATE	LONGVIEW	SHERIDAN	348	27	9396
10	SOUTHGATE	BARKLEY	BARKLEY	470	27	12690
10	SOUTHGATE	STRATFORD	BARKLEY	342	27	9234
10	SOUTHGATE	BARKLEY	HOLLY HILL	300	27	8100
10	SOUTHGATE	SHERIDAN	STRATFORD	305	27	8235
10	SOUTHGATE	HOLLHILL	FAIRFIELD	325	27	8775
10	SOUTHVIEW	LAMONT	WESTERFIELD	1467	36	52812
10	SOUTHVIEW	PASADENA	LAMONT	500	36	18000
10	SOUTHVIEW	WESTERFIELD	KIMBERLY	524	36	18864
10	TUCSON	TULSA	HILL N DALE	1441	27	38907
10	VALE	AGAPE	BUD	1030	30	30900

CD	STREET	FROM TO		LENGTH	WIDTH	SQ FT.
10	VALE	AGAPE	CUL-DE-SAC	585	27	15795
10	VIOLET	AZALEA	ASTER	860	27	23220
10	VIOLET	CYPRESS	AZALEA	180	24	4320
10	WACO CT	WACO	CUL-DE-SAC	404	24	9696
10	WATERSIDE	WATERVIEW	WATERBURY	1670	22	36740
10	WATERSIDE	WATERBURY	CUL-DE-SAC	635	22	13970
10	WINTERGARDEN	ALEXANDRIA DR	GARDEN SPRINGS			
11	ALLENDALE	HARRODSBURG	END	1266	27	34182
11	BEACON HILL	DELLA	CHERYL	400	36	14400
11	BEACON HILL	WOLF RUN	MASON HEADLEY	485	27	13095
11	BEACON HILL	CELIA	DELLA	1285	35	44975
11	BENNETT	HAMMOND	EMBRY	290	25	7250
11	BENNETT	HAMOND	EMBRY	290	25	7250
11	BORDEAUX	VERSAILLES	LE HAVRE	230	35	8050
11	CISCO	DEVINE	END	572	20	11440
11	CROSS KEYS	MAYWICK	END	1080	36	38880
11	DEAUVILLE	CREEKSIDE	NEW CASTLE	740	32	23680
11	DEAUVILLE	NEW CASTLE	CREEKSIDE	800	32	25600
11	DEVONPORT	CARSON	BORDEAUX	200	30	6000
11	DUNKIRK	LIVERPOOL	NEW CASTLE	945	35	33075
11	DUNKIRK	DELMONT	SAVORY	1490	35	52150
11	DUNKIRK	DUNKIRK CT	SUTTON	595	35	20825
11	DUNKIRK	DUNKIRK CT	MANDALAY	290	35	10150
11	DUNKIRK	DUNKIRK	CUL-DE-SAC	395	27	10665
11	DUNKIRK	SAVOY	LONDONDERRY	335	35	11725
11	DUNKIRK	RUGBY	SUTTON	350	35	12250
11	DUNKIRK	LONDONDERRY	RUGBY	365	35	12775
11	HILL RISE	HILL RISE CT	END	547	27	14769
11	HONEYSUCKLE	TAMARACK	ABELIA	371	27	10017
11	HONEYSUCKLE	GARDEN SPRINGS	LARKSPUR	285	27	7695
11	HORSEMANS	RED MILE	CUL-DE-SAC	1490	40	59600
11	JACANA	HUMMINGBIRD	MOCKINGBIRD	360	27	9720
11	JEFFREY	VILLAGE	CUL-DE-SAC	465	27	12555
11	LANE ALLEN	ALEXANDRIA	TRAVELLER	1500	24	36000
11	LINSTEAD	WILLIAMSBURG	SEG 1	1015	24	24360
11	LINSTEAD	WILLIAMSBURG	SEG 2	900	24	
11	MAVERN	TRAVELLER	MANASSAS	549	27	14823
11	NORMANDY	CELIA	DELLA	1320	27	35640
11	PINE BLOOM	PINE BLOOM	END	224	27	6048
11	RED MILE	BROADWAY	UNITY	2600	53	137800
11	ROSECRANS	CELIA	LAUREL HILL	980	27	26460
11	RUGBY	PICADILLY	DUNKIRK	1030	27	27810
11	SPRINGHURST	HARRODSBURG	SPRING GROVE	660	27	17820
11	SPRINGHURST	SPRING GROVE	END CUL-DE-SAC	400	27	10800

CD	STREET	FROM TO		LENGTH	WIDTH	SQ FT.
11	ST JOSEPH	HUMMINGBIRD	MOCKINGBIRD	355	26	9230
11	ST JOSEPH	MOCKINGBIRD	BOB-O-LINK	340	26	8840
11	STANDISH	JOHN ALDEN	STANDISH	165	18	2970
11	STANISH	JOHN ALDEN	MAYFLOWER	950	18	1700
11	SUMMERVILLE	PINE MEADOW	BEACON HILL	490	27	13230
11	SUMMERVILLE	BEACON HILL	PINKNEY	1580	27	42660
11	SUTTON	MANDALAY	CHANTILLY	620	27	16740
11	SUTTON	CHANTILLY	DUNKIRK	685	27	18495
11	WESTMINISTER	LONDONDERRY	BEAUVILLE	895	27	2465
11	WIDENER	CHANDLER	CUL-DE-SAC	450	27	12150
11	YARMOUTH	KELSEY	CUL-DE-SAC	325	27	8775
12	APHIDS	OLD RICHMOND	ATHENS - BOONESBORO	980	18	17640
12	COLLINSWOOD	WOODSONG WAY	END	214	19	4066
12	DARDA	FAIRHAVEN	CUL-DE-SAC	1220	30	36600
12	DOTHAN	FAIRHAVEN	CUL-DE-SAC	225	28	6300
12	EDGEWOOD	CHARWOOD	EDGEWOOD	265	28	7420
12	FEDERAL	TATES CREEK	SUMMER WIND	230	30	6900
12	FOREST LAKE	WOOD CREEK	BRINDLEY	275	40	11000
12	HARTLAND PARKSIDE	HARTLAND PARKSIDE	CUL-DE-SAC	1020	30	30600
12	HARTLAND PARKSIDE	HARTLAND PARKSIDE	CUL-DE-SAC	815	25	20375
12	KENESAW	GOLDEN OAK	HARTLAND PARKSIDE	240	48	11520
12	KENESAW	ARMSTRONG MILL	GOLDEN OAK	465	48	22320
12	KENESAW VILLAGE	KENESAW	CUL-DE-SAC	665	27	17955
12	LONGBRIDGE	ROCKBRIDGE	MEADOWBRIDGE	1000	28	28000
12	LONGBRIDGE	THORNBRIDGE	CUL-DE-SAC	390	28	10920
12	MACKINWOOD	MILES POINT	ALLENRIDGE	560	28	15680
12	MARCHMONT	BROADHEAD	CUL-DE-SAC	285	30	8550
12	MARQUESAS	ВАНАМА	ANTIGUA	335	30	10050
12	SARON	FAIR HAVEN	JAIRUS	540	34	18360
12	SARON	FOREST LAKE	CHARWOOD	685	34	23290
12	SOUTHPOINT	PALERMO	HENDERSON	572	40	22880
12	TURNBERRY	WATER MILL	CUL-DE-SAC	790	22	17380
12	TURNBRIDGE	IRONBRIDGE	CUL-DE-SAC	330	29	9570
12	TURNBRIDGE	IRONBRIDGE	CUL-DE-SAC	685	29	19865
12	WOODBURN HALL	ABBEYWOOD	PLEASANT LAWN	540	30	16200
12	WOODBURN HALL	PLEASANT GROVE	PLEASANT LAWN	350	30	10500
12	WOODGLEN	CHARWOOD	WOODGLEN	260	30	7800
12	WOODGLEN	WOODGLEN	CUL-DE-SAC	600	27	16200
12	WOODGLEN	WOODGLEN	CUL-DE-SAC	650	27	17550
			Total SQ FT:			9,371,963

# **Asphalt Rejuvenating Bid Sheet**

### **BASE BID**

The understood proposes to furnish material, labor, etc. According to the terms and conditions of the attached Lexington-Fayette Urban County Government Specifications at the following unit prices, to wit:

**200,000** Square Yards, more or less, Construction Sealing with Asphalt

Rejuvenating Agent furnishe	d and applied.		
Reclamite	\$_0.84	Per Square \	<b>fard</b>
Product Name			
Contractor will begin work _ complete work within 365 d			tor shall
		rty (30) days after to the commissioner	
The understood proposes to and conditions of the attach Specifications at the following 200,000 Square Yards, more	ed Lexington Fayette in gunit prices, to wit:	r, etc. According to the Jrban County Governme	
Rejuvenating Agent furnishe	d and applied.		
N/A Product Name	\$	Per Square \	<b>fard</b>
Contractor will begin work _ complete work within 365 da			tor shall
		rty (30) days after to the commissioner	
Davis and Taskardania Inc			
Pavement Technology, Inc.  Bidder		Authorized Agent	John J. Schlege
24144 Detroit Road			
	Street Address		
Westlake	Ohio	44145	
City	State	Zip	
	***	) 000 0052	
(440) 892-1895 Phone Number	(440	) 892-0953 Fax Number	

### Equal Employment Opportunity/Affirmative Action (EEO/AA) Policy Statement

This statement is to reaffirm Pavement Technology's policy on providing Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

Pavement Technology, Inc. will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, sexual orientation, age, handicap, marital status, familial status or religion.

Pavement Technology, Inc. will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading demotion, transfer, recruitment or recruitment advertising, selection layoff disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Pavement Technology, Inc. prohibits the harassment of any employee or job applicant on the basis of their protected class status.

Pavement Technology, Inc. will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

Pavement Technology, Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company or subcontractors to this Company who do not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of the Federal, State and local-governing bodies or agencies thereof, will be subject to appropriate legal sanctions.

Pavement Technology, Inc. has appointed Susan J. Durante as EEO Coordinator to manage our Equal Employment Opportunity Program. The responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, please contact the EEO Coordinator.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/2/2016

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 McGowan & Company, Inc. 20595 Lorain Rd Fairview Park OH 44126	/IcGowan & Company, Inc. 0595 Lorain Rd				CONTACT Allison Rindels  PHONE [AIC, No. Ext): 440-333-6300 x4344  E-MAIL ADDRESS: ARindels@mcgowaninsurance.com				0-333-3214
					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
-					RA:Traveler				39357
· ·	PAVI	ETEC	C-01	INSURE	кв:Traveler	s Indemnity	Co.		
Pavement Technology, Inc 24144 Detroit Rd				INSURE	RC:				
Westlake OH 44145				INSURE	RD:				
				INSURE	RE:				
			400405000	INSURE	RF:				
COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES	TIFIC	CATE	NUMBER: 1824250239	<del>/C DCC</del>	LIDGUED TO	THE MOUNT	REVISION NUMBI	ER:	DOLLOW DEDICE
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMEI	NT, TERM OR CONDITION ( THE INSURANCE AFFORDS LIMITS SHOWN MAY HAVE	OF ANY ED BY BEEN F	' CONTRACT THE POLICIES EDUCED BY F	OR OTHER E DESCRIBED PAID CLAIMS.	DOCUMENT WITH R	ESPECT 1	TO WHICH THIS
INSR LTR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)			LIMITS	
A X COMMERCIAL GENERAL LIABILITY	Υ		DT-CO-324N6425-TIL-16		3/1/2016	3/1/2017	EACH OCCURRENCE	\$1,	000,000
CLAIMS-MADE X OCCUR						]	PREMISES (Ea occurrent	1CB) \$30	00,000
						,	MED EXP (Any one pers	on) \$5,	000
							PERSONAL & ADV INJU	JRY \$1,0	000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				İ		,	GENERAL AGGREGATE	£ \$2,0	000,000
POLICY X PRO-							PRODUCTS - COMP/OP	AGG \$2,	000,000
A AUTOMOBILE LIABILITY					-4-4		COMBINED SINGLE LIM	\$ S	~
1			DT-810-324N6425-TIL-16		3/1/2016	3/1/2017	(Ea accident)	1 *1,1	000,000
X ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per pe		
ALL OWNED SCHEDULED AUTOS NON-OWNED						}	PROPERTY DAMAGE		
HIRED AUTOS AUTOS							(Per accident)	\$	
B X UMBRELLA LIAB X OCCUP			DTSM-CUP-324N6425-IND-16		3/1/2016	3/1/2017		\$	
H			D13M-COF-324N0425-1ND-10	°	3/1/2010	3/1/2017	EACH OCCURRENCE	_	000,000
CDAIMS-MADE						-	AGGREGATE		000,000
A WORKERS COMPENSATION	_		DTJ-UB-290D776-1-16		3/1/2016	3/1/2017	X PER C	STH- ER	
AND EMPLOYERS' LIABILITY			D10 0D 200D110-1-10		0, 1,2010	5/1/2017			000.000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A			1			E.L. EACH ACCIDENT		000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						-	E.L. DISEASE - EA EMP		000,000
DESCRIPTION OF OPERATIONS DEIGN	-						E.L. DISEASE - POLICY	rimit   214	000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Project: #86-2016 Asphalt Rejuvenation contract. 30-day notice of cancellation.								s require	d by written
CERTIFICATE HOLDER	CERTIFICATE HOLDER CANCELLATION								
Lexington-Fayette Urban County Government 200 East Main Street 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.					
				1	Krolls-		IRD CORPORATION	ON AT	

#### **BID BOND**

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hardford, Connecticut 06183

Bond No.

KNOW A	II MEN	BY THES	SE PRESENTS,
--------	--------	---------	--------------

That we, Pavement Technology, Inc. as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

Lexington- Fayette Urban County Government

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid Dollars (\$ 5% of Bid ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators; successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

#86-2016 Asphalt Rejuvenation for Streets and Roads

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

Signed and sealed this 2nd

1 Journ

day of

June, 2016

(Witness)

(Principal) (Seal)

rel, Vice President

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Allison Rindels

(Attorney-in-Fect)

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

S-1869-G (07-97)

# TRAVELERS

#### POWER OF ATTORNEY

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

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

Attorney-In Fact No.

230061

Certificate No. 006545358

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

Thomas B. McGowan III, Caren Campanalie	Thomas B. McGowan IV,	Laura Gundlach, Kev	in Milligan, Jackie	Steffy, Allison R	lindels, Lee Stac	ey, Mae Fulkerson. a	
of the City ofFairview I each in their separate capacity if other writings obligatory in the contracts and executing or guarantees.	more than one is named above	re, to sign, execute, seal a	siness of guaranteein	and all bonds, reco	gnizances, conditions rsons, guaranteein		
IN WITNESS WHEREOF, the day ofOctober	Companies have caused this	instrument to be signed a	and their corporate sea	ls to be hereto affi	xed, this	20th	
	Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company		Trav	St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company			
1977) g	PEOPORUE S	SEAL/	SEAL S	ON MARTFORD, O CONN.	HARTON I	1895	
State of Connecticut City of Hartford ss.			Ву:	Robert L. Raney	Senior Vice Preside	ent	
On this the	any, St. Paul Guardian Insura	, Fidelity and Guaranty I nce Company, St. Paul N	nsurance Company, Fi Iercury Insurance Cor	delity and Guarant npany, Travelers C	ty Insurance Under Casualty and Surety	y Company, Travelers	

Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of \_\_\_\_



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# PAUL B. PATTON

**GOVERNOR** 

# OFFICE OF THE COMMISSIONER OF INSURANCE CERTIFICATE OF AUTHORITY

CLARIFIED

Satisfactory evidence has been furnished to me showing that
Travelers Casualty and Surety Company of America

organized in the State of

Connecticut

, and having its

principal office at Hartford, Connecticut

is in sound and solvent condition, and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, as Commissioner of Insurance of the Commonwealth of Kentucky, in pursuance of the authority vested in me by the laws of this Commonwealth, I do hereby authorize the said insurance company to transact the business of Multiple Line - Health, Property, Casualty, Surety, and Marine and Transportation Insurance in this Commonwealth for the period beginning on the date shown

below and to continue in force as long as the insurer is entitled thereto.



George The Sold +

Commissioner of Insurance.

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

CERTIFICATE NO. 06-0907370 DATE July 7, 1999

#### TRAVELERS CASUALTY AND BURETY COMPANY OF AMERICA

#### HARTFORD, CONNECTICUT 06183

#### FINANCIAL STATEMENT AS OF JUNE 30, 2015

#### **CAPITAL STOCK \$ 8,480,000**

AGSETS		LIABILITIES & SURPLUS			
BONDS STOCKS PREMIUM BALANCES CASH AND INVESTED CASH INVESTMENT INCOME DUE AND ACCRUED OTHER INVESTED ABSETS NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE SECURITIES LENDING REINVESTED COLLATERAL ASSETS RECEIVABLES FROM PARENT, BUBSIDIARIES AND AFFILIATES RECEIVABLE FOR SECURITIES OTHER ASSETS	\$ 3,627,673,408 301,331,612 226,639,742 129,229,608 43,919,048 3,883,776 62,114,189 12,370,883 21,944,174 27,637,328 4,707,641 3,202,819	UNEARNED PREMIUMS LOSSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE ADVANCE PREMIUM PAYABLE FOR SECURITIES LENDING PAYABLE FOR SECURITIES CEDED REINSURANCE NET PREMIUMS PAYABLE ESCHEAT LIABILITY OTHER ACCRUED EXPENSES AND LIABILITIES YOTAL LIABILITIES  CAPITAL STOCK PAID IN SURPLUS	6 863,748,045 727,287,093 321,750,096 23,558,592 10,728,250 25,469,000 13,558,506 26,204,254 38,220,070 880,133 6,044,848 3,418,505 1,163,525 21,944,174 39,054,933 39,444,833 832,249 463,288 \$ 2,181,806,108		
TOTAL ASSETS	\$ 4,458,054,628	TOTAL SURPLUS TO POLICYHOLDERS  TOTAL LIABILITIES & SURPLUS	\$ 2,296,858,522		

STATE OF CONNECTICUT }
COUNTY OF HARTFORD ) SS.

)

CITY OF HARTFORD

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2016.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20TH DAY OF AUGUST, 2018

OVACTION AND THE PROPERTY OF T

W.W.

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2017