

INVITATION TO BID

Bid Invitation Number: **90-2013**

Date of Issue: **08/12/2013**

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **08/26/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

Bids are to include all shipping costs to the point of delivery located at: Various Locations in Lexington-Fayette County

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

Quantity	Commodity/Service
Price Contract	Asphalt Surface Maintenance with an Asphalt Rejuvenating Agent

<u>Check One:</u>	<u>Proposed Delivery:</u>
<input type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> days after acceptance of bid.
<input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall *** be itemized and attached to bid proposal submitted.</i>	<input type="checkbox"/> 15 days after acceptance of bid.

<u>Procurement Card Usage</u>	
<input type="checkbox"/> Yes	The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?
<input checked="" type="checkbox"/> No	

Submitted by:

Pavement Technology, Inc.

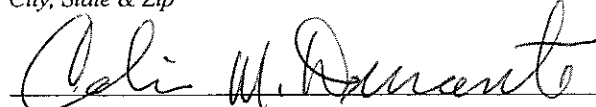
Firm

24144 Detroit Road

Address

Westlake, Ohio 44145

City, State & Zip



Signature of Authorized Company Representative – Title
Colin M. Durante, President

Representative's Name (Typed or printed)

440-892-1895

440-892-0953

Area Code - Phone - Extension

Fax #

cdurante@pavetechinc.com

E-Mail Address

*** See pages 9 & 10
of Form of Proposal

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

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

AFFIDAVIT

Comes the Affiant, Colin M. Durante, and after being first duly sworn under penalty of perjury as follows:

1. His/~~her~~ name is Colin M. Durante and he/~~she~~ is the individual submitting the bid or is the authorized representative of Pavement Technology, Inc.

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

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

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

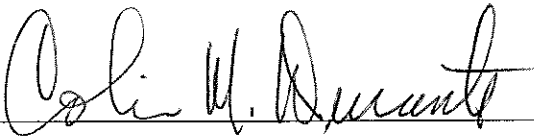
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

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

Further, Affiant sayeth naught.



STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was subscribed, sworn to and acknowledged before me by Colin M. Durante on this the 21st day of August, 2013.

LISA A. TRIFILETTI-PALOS
Notary Public, State of Ohio
My Commission Expires Jan. 17, 2018



NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

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

"Bid on #90-2013 Asphalt Surface Maintenance with an Asphalt Rejuvenating Agent"

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 /cashier's check or Bid Bond in the amount of 5% percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees*

and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and

- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government.
- B. Price Changes (**Space Checked Applies**)
 - 0 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 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.
 - 0 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. 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.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

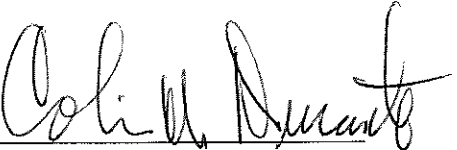
GENERAL PROVISIONS OF BID CONTRACT

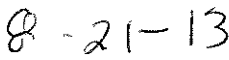
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

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 disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. 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.


Signature


Date

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

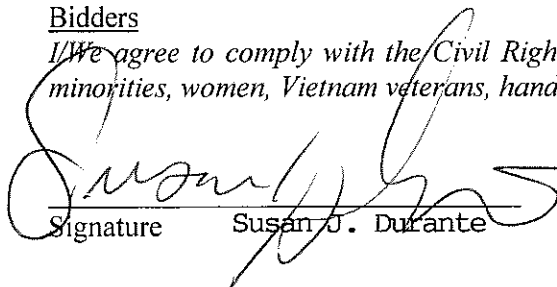
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature Susan J. Durante

Pavement Technology, Inc.
Name of Business

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

The performance bond shall be executed by a surety licensed to do business in the Commonwealth of Kentucky. The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

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

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

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

WORKFORCE ANALYSIS FORM

Name of Organization: Pavement Technology, Inc.

Date: 8 / 21 / 2013

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	3	2	1								
Professionals	4	3	1								
Superintendents											
Supervisors	6	4				2				2	
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	5	1	4								
Skilled Craft	17	10	1	2		4				6	
Service/Maintenance	2	2									
Total:	37	22	7	2		6				8	

Prepared by:

[Handwritten Signature]
Name & Title

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

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

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

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

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

Lexington-Fayette Urban County Government
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 as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) 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-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another 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 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 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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.**

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 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 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 of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

f. Requested a list of MWDBE 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 MWDBE firms 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 than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
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

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	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	trtyra@commercelexington.com	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	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycyky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@rcul.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@nwboe.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@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 90-2013

The MWDBE 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.

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

The undersigned company representative submits the above list of 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

8/21/2013

Date

Company Representative

President

Title




LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 90-2013

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

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

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

Pavement Technology, Inc.
 Company
8/21/2013
 Date


 Company Representative
President
 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 90-2013

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

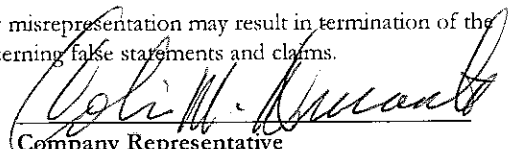
Company Name Pavement Technology, Inc.	Contact Person John J. Schlegel, V.P.
Address/Phone/Email 24144 Detroit Road, Westlake, OH 440-892-1895 jschlegel@pavetechinc.com	Bid Package / Bid Date 90-2013 8/26/2013

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
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
8/21/2013
 Date


 Company Representative
President
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 90-2013

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 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 of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE 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 MWDBE firms 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 to determine their level of interest.
- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

_____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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

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

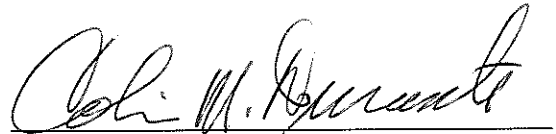
_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Pavement Technology, Inc.
Company
8/21/2013
Date



Company Representative
President
Title

**PAVEMENT
TECHNOLOGY
INC.**

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

Asphalt Recycling & Preventive Maintenance Specialists

August 21, 2013

To Whom It May Concern:

The use of MBE/WBE subcontractors as outlined in this section is not possible due to the nature of the work to be performed.

Pavement Technology, Inc. will use no subcontractors, as this type of pavement preservation is performed with our specialized equipment requiring no associated conventional procedures.

Sincerely,



Colin M. Durante
President

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Pavement Technology, Inc.
24144 Detroit Road
Westlake, OH 44145

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
6150 Oak Tree Blvd., Suite #500
Independence, OH 44131

OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government
Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

BOND AMOUNT: \$ Five Percent (5%) of the total amount bid to include all additive alternate bids

PROJECT:

(Name, location or address, and Project number, if any)

Bid#90-2013
Asphalt Surface Maintenance with an Asphalt Rejuvenation Agent

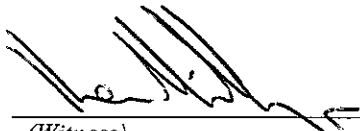
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of August, 2013

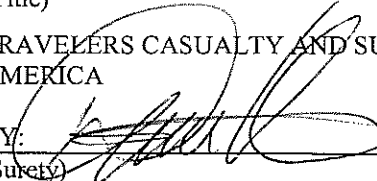

(Witness)


(Witness) Kevin Milligan

BY: 
(Principal) (Seal)

Colin M. Durante, President
(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: 
(Surety) (Seal)

Donna Wickes, Attorney-in-Fact
(Title)



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. 226983

Certificate No. 005589851

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

Colin C. Dean, Thomas B. McGowan, III, John W. Miner, Thomas B. McGowan, IV, Donna Wickes, Laura Gundlach, Patricia A Meade, and Kevin Milligan

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of August, 2013.

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President 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, 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.



[Signature]
Marie C. Tetreault, Notary Public

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 03/22/13
Effective 04/02/13
Expires 04/01/14

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)	
Accident & Health	Multiple Peril - Homeowners
Aircraft	Ocean Marine
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - No Fault
Burglary & Theft	Private Passenger Auto-Liability Other
Commercial Auto - Liability Other	Private Passenger-Phys Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Phys. Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

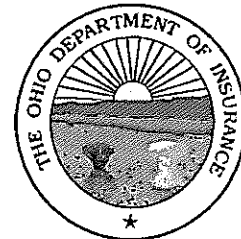
TRAVELERS CASUALTY AND SURETY COMPANY certified in its annual statement to this Department as of December 31, 2012 that it has admitted assets in the amount of \$15,137,117,645, liabilities in the amount of \$9,987,600,111, and surplus of at least \$5,149,517,534.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor

Lt. Governor/Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2012

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 65,614,963	UNEARNED PREMIUMS	\$ 785,711,895
BONDS	3,754,152,718	LOSSES	944,556,964
INVESTMENT INCOME DUE AND ACCRUED	50,520,355	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,315,710
OTHER INVESTED ASSETS	243,572,491	LOSS ADJUSTMENT EXPENSES	559,884,307
PREMIUM BALANCES	198,368,364	COMMISSIONS	21,976,766
NET DEFERRED TAX ASSET	67,279,574	TAXES, LICENSES AND FEES	61,327,651
REINSURANCE RECOVERABLE	13,808,924	OTHER EXPENSES	22,983,597
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,705,078	FUNDS HELD UNDER REINSURANCE TREATIES	95,072,940
RECEIVABLES FOR SECURITIES	4,077,723	CURRENT FEDERAL AND FOREIGN INCOME TAXES	13,013,431
UNDISTRIBUTED PAYMENTS	4,331,281	REMITTANCES AND ITEMS NOT ALLOCATED	8,699,760
OTHER ASSETS	476,991	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	27,914,735
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,129,799
		POLICYHOLDER DIVIDENDS	6,701,388
		PROVISION FOR REINSURANCE	6,397,371
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	45,855,798
		PAYABLE FOR SECURITIES	5,225,141
		PAYABLE FOR SECURITIES LENDING	5,705,078
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(40,844,460)
		ESCHEAT LIABILITY	521,944
		OTHER ACCRUED EXPENSES AND LIABILITIES	725,085
		TOTAL LIABILITIES	\$ 2,576,874,900
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,390,749,801
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,831,033,561
TOTAL ASSETS	\$ 4,407,908,462	TOTAL LIABILITIES & SURPLUS	\$ 4,407,908,462

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, 2012.

Michael J. Doody

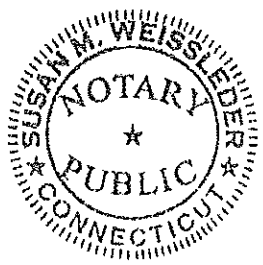
 SECOND VICE PRESIDENT

Susan M. Weissleder

 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 20TH DAY OF AUGUST, 2012

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2012



**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid #90-2013 Asphalt Rejuvenating Agent**

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.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the 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 a Products and Completed Operations endorsement or Premises and Operations Liability and a Products Liability endorsement 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. 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.
- f. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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.

2013 - 2014
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF STREETS & ROADS
**PROPOSAL FOR ASPHALT SURFACE MAINTENANCE
WITH AN ASPHALT REJUVENATING AGENT**

BIDS WILL BE RECEIVED UNTIL 2:00 P.M. E.D.T., ON THE 26th DAY OF AUGUST 2013 AND AT THAT TIME WILL BE PUBLICALLY OPENED AND READ.

We propose to 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. **Time of completion of this contract will be prior to June 30, 2014.** THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. We further propose 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. We also propose 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. We enclose, herewith, proposal guaranty 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. We have 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. **We understand that the quantities 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. The 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. 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, 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.
 2. 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:
1. 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

SUPERVISION

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.

SUPERINTENDENCE

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. **ALL WORK WILL BE COMPLETED BY June 30, 2014.**

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 be paid by Contractor. In special circumstances where a particular item of 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: Lexington, Kentucky

Date: 8/21/2013

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

(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," "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 2013 - 2014 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 by January 1, 2014.

The Bidder further agrees to pay as liquidated damages, the sum of Two Hundred Dollars (\$200.00) for each consecutive calendar day thereafter as stated herein.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 8/19/13; Addendum No. NONE Date

Addendum No. NONE Date ; Addendum No. NONE Date

Addendum No. NONE Date ; Addendum No. NONE Date

Addendum No. NONE Date ; Addendum No. NONE 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.

PAVEMENT

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	May 2012	May 2012	98,000 s.y.	30
Colerain Township Bruce McClain 513-385-7502 4160 Springdale Road Colerain Township, OH 45251	Sept 2012	Sept 2012	41,000 s.y.	22
City of Wickliffe Pete Formica 440-943-7100 28730 Ridge Road Wickliffe, OH 44094	Aug 2011	Aug 2011	54,000 s.y.	14
Sylvania Township Greg Huffman 419-882-0031 4927 Holland-Sylvania Rd. Sylvania, OH 43560	May 2012	May 2012	45,800 s.y.	13
Bainbridge Township Wally Rudyk 440-543-9874 17826 Chillicothe Road Chagrin Falls, OH 44023	July 2012	July 2012	78,000 s.y.	22



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

www.ddemulsionsinc.com

Phone: 419-522-9440

Fax: 419-522-8606

Licensed Manufacturer
Tricor Refining, LLC
Producers of Golden Bear® Preservation Products

CERTIFICATE OF COMPLIANCE

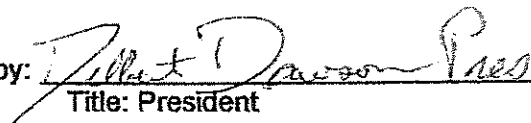
TO WHOM IT MAY CONCERN

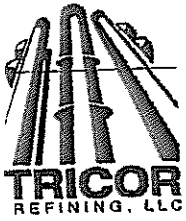
PRODUCT: RECLAMITE®

IT 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 BEEN AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: July 01, 2012

Approved by:


Title: President



1134 Manor Street, Oildale, California 93308
 P.O. Box 5877, Bakersfield, California 93388
 Phone: 661.393.7110
 Fax: 661.393.2083

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method		Requirements	
	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 ⁽²⁾	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
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	---	0.4	0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1}{S + A_2}$ ⁽⁵⁾				
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate hydrocarbons, S ⁽⁵⁾	D-2006-70	---	21	28

¹ASTM D-244 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.

²Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

³Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴Test procedure is attached.

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

PC = Polar Compounds, A₁ = First Acidaffins.
 A₂ = 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.

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, Mississippi

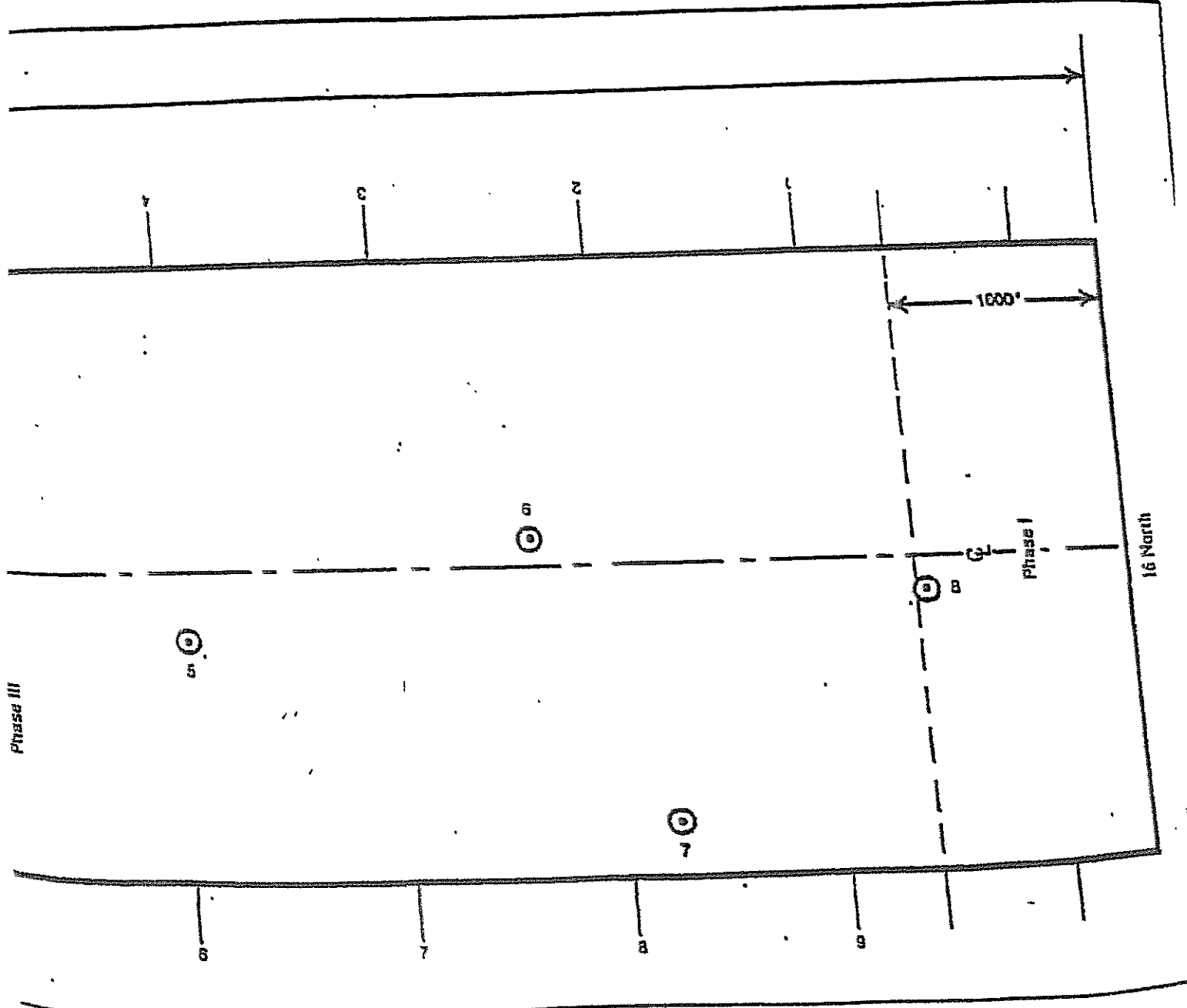
March 1983

Pavement Technology, Inc.
Preventive Maintenance Specialist
24144 Detroit Rd.
Westlake, OH 44145
1-800-333-6309

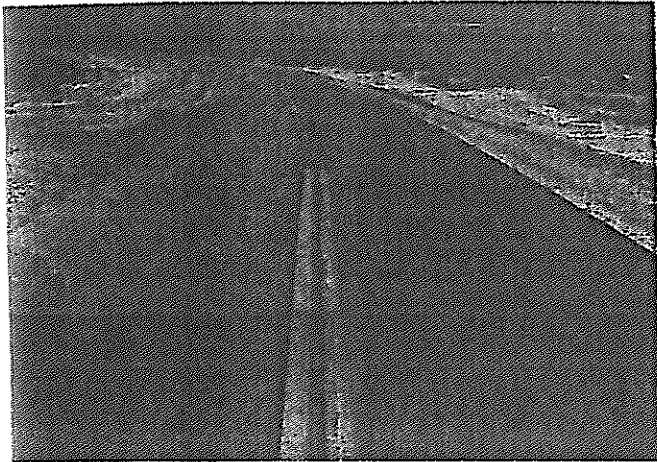


done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After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

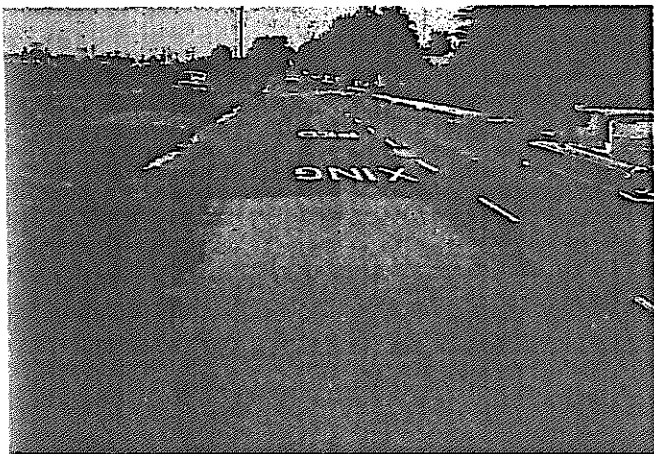
The samples were processed by sawing 3/8 in. of material from the upper surface. The asphalt was extracted from this 3/8-in.-thick sample and recovered; untreated samples were processed at the field laboratory at Lajes. The recovered asphalt and treated samples were returned to WES for processing and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



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).

Reclamite treated (2 years)		
Core	Depth	Value
1	Top ½"	52
2	Top ½"	48
3	Top ½"	40
Untreated		
4	Top ½"	17
5	Top ½"	23
6	Top ½"	22

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

Depth	Reclamite treated	
	6 mos.	30 mos.
Top ½"	37	25
Untreated		
Top ½"	18	13

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

Depth	Reclamite treated		
	2 mos.	18 mos.	36 mos.
Top ½"	82	48	40
Untreated			
Top ½"	23	19	16

STATEMENT OF EXPERIENCE

FORM OF PROPOSAL

NAME OF INDIVIDUAL: Colin M. Durante

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: _____

*** See attached ***

NAME OF INDIVIDUAL: John J. Schlegel

POSITION/TITLE: Vice President

STATEMENT OF EXPERIENCE: _____

*** See attached ***

NAME OF INDIVIDUAL: Susan J. Durante

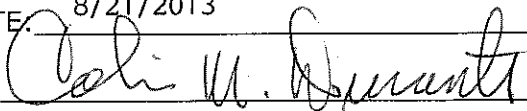
POSITION/TITLE: Secretary / Treasurer

STATEMENT OF EXPERIENCE: _____

*** See Attached ***

BY: Pavement Technology, Inc.
Name of Firm

DATE: 8/21/2013

BY: 

TITLE: President

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

Colin Durante
2027 Acadia Trace
Westlake, Ohio 44145
(440) 356-8699

Current Job Title: President

**Construction Operations
Education/Training:**

Ohio University
Civil Engineering
1960 to 1964

Registered Professional Surveyor
1973 to present

Employment History:

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

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

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

PAVEMENT TECHNOLOGY INC.

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

Asphalt Recycling & Preventive Maintenance Specialists

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. |

**PAVEMENT
TECHNOLOGY
INC.**

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

Asphalt Recycling & Preventive Maintenance Specialists

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

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. <u>*** NONE ***</u> | 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 8/21/2013

1. A corporation duly organized and doing business under the laws of the State of Ohio, for whom

Colin M. Durante, bearing

the official title of President, 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)

~~_____~~ ~~_____~~
~~_____~~ ~~_____~~
~~_____~~ ~~_____~~
~~_____~~ ~~_____~~
~~_____~~ ~~_____~~

3. An individual, whose signature is affixed to this Proposal.

(The Bidder shall fill out the appropriate form and strike out the other two).

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	<u>Specifications Requirements</u>		
	ASTM	AASHTO	Min. Max
Tests of Emulsion:			
Viscosity @ 25°C, SFS	D-244	T-59	15 40
Residue, % W ¹	D-244 (Mod.)	T-59 (Mod)	60 65
Miscibility Test ²	D-244 (Mod.)	T-59 (Mod)	No Coagulation
Sieve Test, %W ³	D-244 (Mod.)	T-59 (Mod)	- 0.1
Particle Charge Test	D-244	T-59	Positive
Percent Light Transmittance ⁴	GB	GB	- 30
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	-	- 1.00
Maltene Dist. Ratio	D-2006-70	-	0.30. 6
	PC + A ₁ ⁵		
	S + A ₂		
PC/S Ratio ⁵	D-2006-70	-	0.5 -
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21 28

¹ 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.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

5. Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds A₁ = First Acidaffins,
A₂ = Second Acidaffins, 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.

V. **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.

(a) 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 one-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. Applying 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 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.

**2013 - 2014 (FY 14) Rejuvenating
COUNTY ROADS TO BE REJUVENATED**

	FROM	TO	DISTANCE (MILES)
Jacks Creek Road	Raven Run Park	Dead End	2.89
Dry Branch Road	Raven Run Park	Dead End	2.71
Old Jacks Creek	Jacks Creek Road	Dead End	0.10
Old Dry Branch	Dry Branch Road	Dead End	0.38
Athens Community Baxter Blvd.	Gentry Road	Cleveland Road	0.24
Brumagen Avenue	Baxter Blvd.	Athens Boonesboro	0.21
Democrat Blvd.	Athens Boonesboro	Cleveland Road	0.12
Hickman Street	Democrat Blvd.	Dead End	0.23
TOTAL COUNTY ROADS			6.88

CITY STREETS TO BE REJUVENATED

	FROM	TO	DISTANCE (MILES)
Masterson Station	145 Masterson Station	Meadow Valley Road	0.36
Liverpool	Newcastle	Dunkirk	0.24
Londonderry Drive	Oxford Circle	Dunkirk	0.44
Picadilly	Chantily	Londerry	0.13
Yorktown	Celia Drive	Della Drive	0.27
Della Drive	Harrodsburg Road	Faircrest Drive	0.31
Vista Drive	Rosemont Garden	East Vista	0.15
Wellington Way	Harrodsburg Road	Gladman Way	0.14
Hannibal Court	Clemons Drive	End of Cul-De-Sac	0.08
Stone Road	Clays Mill Road	Pasadena Drive	1.19
Blackarrow Court	Severn Way	End of Cul-De-Sac	0.04
Oakmont Court	Pasadena Drive	End of Cul-De-Sac	0.02
Huguenard Drive	Lowery Lane	Joint Near Pasadena	0.14
Lackawanna Road	Nicholasville Road	Pensacolo Drive	0.39
Chesapeake Drive	Lackawanna Road	Wabash Road	0.05
Norfolk Drive	Lackawanna Road	Wabash Road	0.03
Arcadia Park	Nicholasville Road	Split	0.13
Sioux Court	Elizabeth Street	Dead End	0.11
Summit Drive	Monclair Drive	Cooper Drive	0.25
Montclair Drive	Tates Creek Road	Dead End	0.40
Eldemere Road	Cooper Drive	Providence Road	0.08
Raintree Road	Old Dobbin Road	Tatewood Drive	0.20
Raintree Road	Bimini Road	Ball	0.05
Heather Way	Jesselin Drive	Greenbriar Road	0.40
Raven Road	Lansdowne Drive	Cul-De-Sac	0.07
King Arthur Court	King Arthur Drive	Cul-De-Sac	0.06
King Arthur Drive	Galahad Drive	King Arthur Court	0.38
King Arthur Drive	King Arthur Court	Cul-De-Sac	0.06
Dicksonia Drive	Forest Green Drive	By Troy Trail to Forest Green Dr.	0.40
Southpoint Drive	Emmett Creek	Clearwater Way	0.08
Southpoint Drive	Emmett Creek	Rose Hurst	0.07
Ashmore Drive	Graves Drive	Blanchester Drive	0.12
Hartland Parkway	Kenesaw	Cypress Creek	0.11
Centre Parkway	Greentree Road	Pimlico Parkway	1.10
Romany Road	Lakewood Drive	Cooper Drive	0.15
Fincastle Road	Hanover Drive	Barrow Road	0.64
Sycamore Road	Richmond Road	Fontaine Road	0.44
Fontaine Road	Lakeshore Drive	Richmond Road	0.32
Hunting Hill Court	Featherson Drive	Cul-De-Sac	0.46
Featherson Court	Hartson Drive	Cul-De-Sac	0.36
Fenwick Court	Buckhorn Drive	Cul-De-Sac	0.09
Lakebend Court	Squires Circle	End	0.11
Lakebow Court	Squires Circle	End	0.14
Squires Circle	Lake Bend Court	Squires Road	0.06
Squires Circle	Lake Bend Court	End	0.01
Prosperous Place	Blazer Parkway	Summit Squire Place	0.20
Wilderness Court	Wilderness Road	End	0.07
Wilderness Place	Wilderness Road	Wilderness Road	0.09
Wilderness Road	Liberty Road	End	0.89
Paradise Lane	Wilderness Road	End	0.07

Bahama Road	Jamaca Court thru Cayman to Bahama Road	Near Winchester Road	0.85
Trinidad Court	Bahama road	Cul-De-Sac	0.21
Greenleaf Court	Greenleaf Drive	Cul-De-Sac	0.06
Hilo Street	Industry Road	Goodwin Drive	0.03
Holbrook Court	Third Street	End	0.03
Races Street	Flads Alley	End	0.28
Gunn Street	Elmtree Lane	End	0.01
Lake Alley	Third Street	End	0.04
Shropshire Avenue	Shelby Street	Seventh Street	0.10
York Street	Limestone Street	Lancaster Road	0.27
Idlewild Court	Castlewood Drive	Oakhill Drive	0.22
Highlawn Avenue	Bosler Alley	Gracelawn Lane	0.18
Griffin Alley	Willowlawn Avenue	Jordan Alley	0.07
Deepwood Drive	Old Paris Pike	End	0.04
Bishop Drive	Charlbury Road	Linton Road	0.33
Asberry Lane	LaSalle Road	Dead End	0.04
LaSalle Road	Asbury Lane	Montrose Drive	0.23
Parkside Drive	Cabot Drive	Shandon Drive	0.08
Thunderstick	Winchester Road	Buena Vista Drive	0.08
Charles Drive	Ash Drive	Newtown Pike	0.41
Sixth Street	Jefferson Street	Equine Stables	0.13
Alexandra	Versailles Road	Cross Keys	15.88
Oxford Circle	Versailles Road	Versailles Road	0.42
University Avenue	Limestone Street	Crescent Street	0.25
Derby Drive	Regency Drive	End	0.14
Burt Road	Nicholasville Road	Cul-de-Sac	0.10
Middlesex	Severn Way	End	0.31
Gold Rush Road	Big Run Road	Cul-De-Sac	0.23
Stone Road	Big Run Road		0.02
Twain ridge Drive	Clays Mill Road	Southmoor Park	0.50
Park Avenue	Euclid Avenue	Dead End	0.21
Providence Road	Ttes Creek Road	Dead End	0.38
Hart Road	Cochran Road	Dudley Road	0.43
Camino Drive	Alumni Drive	Thru Honeycreek Drive	0.09
Camino Drive	Alumni Drive	End of Cul-De-Sac	0.02
Crestwood Drive	Zandale Drive	Jesslin Drive	0.21
Larkin Drive	Malibu Drive		0.06
Mount Drive	Chinoe Road	Montavesta Road	0.05
Lansdowne Drive	Redding Road		0.06
Lancelot Lane	Galahad Drive	Camelot Drive	0.17
Jaeduke Drive	Forest Drive	Forest Drive	0.27
Jaeduke Drive	Jaeduke Drive	End of Cul-De-Sac	0.04
Tatesbrook Drive	Appian Way	End of Cul-De-Sac	0.19
Buttonwood Court	Heartwood Road	End of Cul-De-Sac	0.06
Brookglen Place	Rockbridge Road	End of Cul-De-Sac	0.07
Hickory Creek Drive	Hickory Creek Circle	Rockbridge Road	0.08
Coral Creek Circle	Hartland Parkway	End of Cul-De-Sac	0.17
Fox Den Circle	Summerhill Drive	Thru Fox Den Circle to Summerville	0.34
Bold Bidder Drive	Sundart Drive	Nakamis Court	0.15
Milano Road	Centre Parkway	To The End	0.09
Pimlico Parkway	Oaklawn Drive	Gainesway Drive	0.20

Tahoe Road	Fenwick Road	End of Cul-De-Sac	0.07
Tahoe Road	Fenwick Road	End of Cul-De-Sac	0.09
Fenwick Road	Buckhorn Drive	Tahoe Road	0.19
Squires Road	Alumni Drive	Buckhorn Drive	0.08
Squires Road	Buckhorn Drive	Mist Lake Court	0.09
Mount Tabor Road	Patchen Drive	South Locust Hill	0.04
Saint Julia Drive	Saint Margaret Drive	Dead End	0.13
Helmsdale Place	Man-O-War Blvd.	Brighton Place Drive	0.16
Brighton Place Drive	Helmsdale Place	Darlington Circle	0.12
Andover Forest Drive	Kettering Court	Brighton Place Drive	0.06
Tabago Court	Bahama Road	End of Cul-De-Sac	0.10
Antigua Drive	Marquesas Lane	Calcos Court	0.14
Antilles Drive	Elethera Court	Bahama Road	0.08
Calcos Court	Antigua Drive	End of Cul-De-Sac	0.06
Cayman Lane	Bahama Road	End of Cul-De-Sac	0.23
Greenleaf Drive	Anniston Drive	Rosewood Drive	0.33
Conley Street	Hawkins Drive	Dead End	0.02
Wilkerson Alley	Fifth Street	End	0.07
West Third Street	North Broadway	North Limestone	0.23
Miller Street	Second Street	Third Street	0.14
Fayette Park	Broadway	End	0.22
Parkview Avenue	Churchill Drive	Oakhill Drive	0.06
Mark Avenue	Alice Drive	Dead End	0.25
Parkview Avenue	Bryan Avenue	Churchill Drive	0.23
Leslie Drive	Kingston Road	Allen Drive	0.26
Winburn Drive	Russell Cave Road	Colchester Drive	0.06
Winburn Drive	Colchester Drive	McCullough Drive	0.28
Boxwood Drive	Cedarwood Drive	Dead End	0.11

TOTAL DISTANCE OF REJUVENATION FOR FY14: 25.52

Asphalt Rejuvenating Bid Pricing Sheet—REVISED 8.19.13

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:

For County Rejuvenation, **70,500** Square Yards, **more or less**, Construction Sealing with Asphalt Rejuvenating Agent furnished and applied. For City Rejuvenation, **141,100** Square Yards, **more or less**, Construction Sealing with Asphalt Rejuvenating Agent furnished and applied.

Reclamite \$ 0.83 Per Square Yard
Product Name

Contractor will begin work 15 days after written notice. Contractor shall complete work by June 30, 2014.

Price Terms: Payment will be made thirty (30) days after final inspection and approval by the commissioner.

ALTERNATE BID

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

For County Rejuvenation, **70,500** Square Yards, **more or less**, Construction Sealing with Asphalt Rejuvenating Agent furnished and applied. For City Rejuvenation, **141,100** Square Yards, **more or less**, Construction Sealing with Asphalt Rejuvenating Agent furnished and applied.

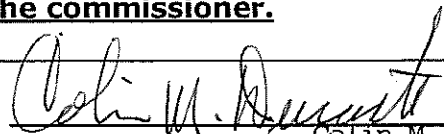
N/A \$ _____ Per Square Yard
Product Name

Contractor will begin work 15 days after written notice. Contractor shall complete work by June 30, 2014.

Price Terms: Payment will be made thirty (30) days after final inspection and approval by the commissioner.

Pavement Technology, Inc.

Bidder
24144 Detroit Road


Authorized Agent Colin M. Durante
President

Street Address	
Westlake	Ohio 44145
City	State Zip
(440) 892-1895	(440) 892-0953
Phone Number	Fax Number



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: **#90-2013**

Date: August 19, 2013

Subject: Asphalt Surface Maintenance
with an Asphalt Rejuvenating Agent

Address inquiries to:
Theresa Maynard
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarification to specifications of the above referenced bid:

New Pricing Sheet attached.

This pricing sheet replaces any and all previous pricing sheets and must be included with your bid.

Todd Slatin, Acting Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

BID OF: Pavement Technology, Inc.

ADDRESS: 24144 Detroit Road, Westlake, Ohio 44145

SIGNATURE OF BIDDER:  Colin M. Durante, Pres.