

L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture

is submitting Bid for: **BID 86-2024 ADA Sidewalk Installation and Reconstruction.**

L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture

Is using L-M Asphalt Partners, Ltd. DBA ATS Construction, Joint Venture Partner -JV 1, to submit the bid in Ion wave since L-M Asphalt Partners, Ltd. DBA ATS Construction will be the primary administrator for the joint venture. JV Partner – JV 2 Scruggs Construction, Inc. Intends to perform over much of the in-field work with L-M Asphalt Partners, Ltd. DBA ATS Construction being able to perform in-field work as necessary, while primary performing administrative duties, such as managing and scheduling the work. The joint venture agreement has been attached at the end of the form of proposal and we have submitted L-M Asphalt Partners, Ltd. DBA ATS Construction primary address and contact information in the form of proposal since they will be the primary administrator for this project if awarded. Please contact Tyler Walton – twalton@atsconstruction.com, 859-644-0608 with any questions you may have.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture

as Principal, hereinafter call the Principal, and

Hartford Fire Insurance Company

A corporation duly organized under laws of the State of Connecticut
As Surety, hereinafter called the Surety, are held and firmly bound unto

**Lexington-Fayette Urban County Government
Office of the Director of Purchasing**

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount Bid

**5% of the
Dollars (\$ Amount Bid),**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

WHEREAS, the Principal has Submitted a bid for

Bid 86-2024 ADA Sidewalk Installation and Reconstruction

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

Signed and sealed this **1st** day of **July, 2024**

DocuSigned by:
Tyler Eric Walton
14327E5D8C4D4D5.(witness)

**L-M Asphalt Partners, Ltd. dba ATS Construction
With Scruggs Construction, Inc., a Joint Venture**
(Principal) (Seal)

DocuSigned by:
Brian R. Billings
60F9D116998042A... (Title) Brian R. Billings, President

Lou Ann Ferguson
(witness)

Hartford Fire Insurance Company
(Surety)

Mary Crouch
Mary Crouch (Title) Attorney-In-Fact



POWER OF ATTORNEY

THE HARTFORD
BOND, T-11

One Hartford Plaza
Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ACRISURE LLC
Agency Code: 14-732421

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Tina Carpenter, Mary Crouch, Jeff Fairchild, John W. Hampton, David Henry, Kim Watson of LEXINGTON, Kentucky

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 1, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: June 10, 2024

INVITATION TO BID #86-2024 ADA Sidewalk Installation and Reconstruction

Bid Opening Date: July 1, 2024

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **July 1, 2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

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

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture

Firm Name

3009 Atkinson Avenue Suite 400

Address

Lexington, KY 40509

City, State & Zip

DocuSigned by:

Bid must be signed:

Brian R. Billings

President

Signature of Authorized Company Representative – Title

Brian R. Billings, President

Representative's Name (Typed or printed)

859 223-7001

Area Code - Phone – Extension

Fax #

bbillings@atsconstruction.com please CC:twalton@atsconstruction.com

E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Brian R. Billings, President, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Brian R. Billings, President and he/she is the individual submitting the bid or is the authorized representative of L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture, 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 Procurement 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. Brian R. Billings, President

DocuSigned by:
Brian R. Billings
60F9D116998042A...

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Brian R. Billings, President on this the 1st day
of July, 2024

My Commission expires: 1/5/2026

TYLER ERIC WALTON
Notary Public-State at Large
Kentucky
Commission Expires 1/5/2026

DocuSigned by:
Tyler Eric Walton
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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.
- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
 - L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
 - M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
 - N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
 - O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
 - P. All material furnished hereunder must be in full compliance with OSHA regulations.
 - Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
 - R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
 - S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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. This agreement may be automatically extended for an additional **3-1** year(s) renewal. 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.

- B. Price Changes **(Space Checked Applies)**
 - (XXXXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 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 year. 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.

 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

 - () 3. Unit prices in the Contract shall only be adjusted in accordance with the terms set forth on page 35 of the specifications.

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

Bidders

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

DocuSigned by:

Brian R. Billings

Signature

L-M Asphalt Partners, Ltd. DBA ATS Construction with
Scruggs Construction, Inc., a Joint Venture

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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.

DocuSigned by:
Brian R. Billings
Signature

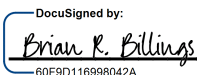
7/1/2024
Date

See similar form attached below

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by:  _____ Date: ____/____/____
60F9D116998042A...
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT
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, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled 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, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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 and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Council	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Lynnise Smith	lsmith@wbenc-orv.org	513-487-6537
Kentucky MWBE Certification Program	Singer.Buchanan, Kentucky Finance and Administration Cabinet	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner’s Council (NWBOC)		www.nwboc.org info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. BIDDING UNDER JOINT VENTURE PARTNERSHIP WITH SCRUGGS CONSTRUCTION INC.	DBE	CONCRETE WORK	UPC CONTRACT AMOUNT WILL COMPLETE OVER 50%	
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.

L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction Inc. A joint Venture

Company

7/1/2024

Date

DocuSigned by:
Brian R. Billings

Company Representative

Brian R. Billings, President

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

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	Veteran
Scruggs Construction Inc.	John L. Scruggs		6/15/2024	Concrete	Phone	UPC Contract	DBE	

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

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

L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture

Company

7/1/2024

Date

DocuSigned by:

Brian R. Billings

Company Representative

Brian R. Billings, President

Title



LEXINGTON

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

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 and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

DocuSigned by:
Brian R. Billings
60F8D116998042A...
Company
7/1/2024
Date

L-M Asphalt Partners, Ltd. DBA ATS Construction
Company Representative
Brian R. Billings, President
Title

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

DocuSigned by:
Brian R. Billings
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Signature Brian R. Billings, President

7/1/2024
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, 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

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 or services 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	\$100,000.00
Excess/Umbrella Liability	\$5 million per occurrence

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. 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. 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.
- d. 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 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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. 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

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

Consulant 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

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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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FY 2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC
WORKS

DIVISION OF STREETS & ROADS

INVITATION TO BID

**ADA Sidewalk Ramp Installation and
Reconstruction**

FY 2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

DIVISION OF STREETS & ROADS

INVITATION TO BID

ADA Sidewalk Ramp Installation and Reconstruction

Bidders will furnish all necessary labor, machinery, tools, apparatus, materials and other necessary supplies, to install or reconstruct, in strict accordance with the URBAN COUNTY GOVERNMENT'S specifications, all of the sidewalk ramps prescribed by the URBAN COUNTY GOVERNMENT.

THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. Bidder proposes to insure that terms of the contract and requirements of the specifications and plans shall be fully complied with by furnishing either a surety bond for the total amount of the purchase order (>\$50,000. Bidders 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, bidders agree to do the additional work at the proposed unit prices, and should the quantities be decreased, make no claim for anticipated profits. LFUCG will award the bids on a unit price basis for the project and reserves the right to award contract to multiple vendors. This Unit Price Contract may also be used for parking lots, cart paths, jogging/walking paths and other projects so designated by the Division of STREETS & ROADS.

ACCEPTANCE AND FINAL PAYMENT:

Within sixty (60) days after final inspection and acceptance of the sidewalk improvement by the URBAN COUNTY GOVERNMENT, the final estimate for all work done, including all retained percentage, shall be compiled by the Division of STREETS AND ROADS and furnished to the Commissioner of the Department of Environmental Quality and Public Works, or her designee. 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, 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 Environmental Quality and 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 Environmental Quality and Public Works.

The *2019 KYTC Standard Specification Book* with applicable amendments and the following special specifications and provisions apply on this project. 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. 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. The Unit Prices may also be used for other work besides city sidewalk ramps. This may include parking lots, cart paths, walking/jogging paths and other projects as designated by the Division of STREETS & ROADS.

PERFORMANCE BOND:

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (100%) of the Purchase Order 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 LFUCG. Payment for costs of performance and payment bonds may generally be requested after work is 20% completed.

SPECIAL PROVISION FOR 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.

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 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. 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.

INSTRUCTIONS TO BIDDERS

Defined Terms

Terms used in these Instructions to Bidders that are defined in General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

REFERENCES TO PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINESS (PROWAG):

For this Invitation to Bid, any references to "PROWAG" means the *Public Right-of-Way Accessibility Guidelines as incorporated into the Americans with Disabilities Act (ADA)*.

<https://www.access-board.gov/prowag/>

REFERENCES TO KENTUCKY TRANSPORTATION CABINET STATE SPECIFICATIONS:

For this Invitation to Bid, any references to "state specifications" means the *2019 KYTC Standard Specification Book*, as amended.

Available online at:

<https://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

or: Division of Construction, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-4780.

REFERENCES TO LFUCG STANDARD DRAWINGS:

For this Invitation to Bid, any references to "LFUCG Standard Drawings" means the *Lexington-Fayette Urban County Engineering Standard Drawings*, effective 2017, and as amended.

Available online at:

<https://www.lexingtonky.gov/sites/default/files/2019-11/LFUCG%20Standard%20Drawings%202017%20v%201.61.pdf>

TRAFFIC CONTROL: Temporary Traffic Control shall comply with the *Manual of Uniform Traffic Control Devices (MUTCD)*, Chapter 6, and will be considered Incidental for each bid item.

Qualifications of Bidders

The LFUCG may make such investigations as we deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the LFUCG all such information and data for this purpose as the LFUCG may request. The LFUCG reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the LFUCG that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. The award will be made to multiple bidder(s).

In determining the lowest cost qualified bidder(s), the following elements will be considered: (1) Does the bidder involved maintain a permanent place of business; (2) Does the bidder have adequate equipment to perform the work properly and expeditiously; (3) Does the bidder have suitable financial resources to meet obligations incidental to the work; (4) Does the bidder have sufficient and appropriate technical experience; (5) Has the bidder performed satisfactorily on

previously awarded projects; (6) The percentage of DBE and the value of DBE subcontracts in relation to the total amount; (7) The quality of the Bidders Affirmative Action Plan; and (8) Documentation of "good faith" efforts to achieve the 10% minimum DBE goal.

Corporate Firms

Foreign Corporations: are required to be registered with the Secretary of State of the Commonwealth of Kentucky for doing business within the Commonwealth and must be in good standing.

Domestic Corporations: are required to be in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.

Examination of Contract Documents and Site

Before submitting his bid, each Bidder must examine the Contract Documents thoroughly and familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the work.

The submission of a bid is considered to be an incontrovertible statement by the Bidder that he has fulfilled the requirements above.

Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted at <https://lexingtonky.ionwave.net>. Replies will be issued either by IonWave Q&A module or by Addenda. Only questions answered by IonWave Q&A module or formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Contract Time & Pricing

Unit prices in the Contract shall only be adjusted in accordance with the terms set forth in this Invitation to Bid, and in accordance with state specifications. The initial contract term shall expire on 6/30/25 to align with LFUCG Fiscal year. **The contract and unit prices may be extended for three (3) additional one (1) year terms. Additional years, if granted will run from July 1st thru June 30th of the following year.**

Unit Price Adjustments: The awarded bidders may submit an updated Bid Schedule 90 days prior to the expiration of the term of the contract to request consideration of Price Adjustment(s) for the next term. It is recommended that a brief written justification documenting reasons supporting a price adjustment should accompany the request. LFUCG reserves the right to reject requested price adjustments by line.

Subcontractors, Etc.

If the Supplementary Conditions or Specifications require the identity of the certain Subcontractors or other persons or organizations to be submitted to the LFUCG in advance of the Note of Award, the Bidder, will within seven calendar days after the day of the Bid Opening submit to the LFUCG a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. An experience statement with pertinent information as to similar projects and other evidence of qualifications shall

accompany such list for each Subcontractor, person and organization if requested by LFUCG. If LFUCG, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, LFUCG may, before giving Notice of Award, request the Bidder to submit an acceptable substitute without an increase in the Bid price. (If the Bidder declines to make any such substitution, he will thereby sacrifice his Bid Security.) Any Subcontractor, other person or organization so listed and to whom LFUCG does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to LFUCG.

CONTRACTOR shall not be required to employ a Subcontractor, other person or organization against which he/she has reasonable objection.

Bid Schedule

Bid Schedule must be completed in Excel format, signed, and submitted with Bid in Ion Wave.

The President or Vice-President (or other corporate officer accompanied by evidence of authority to sign) must execute bids by corporations in the corporate name and the corporate seal must be affixed and attested by the Secretary, or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form.)

Award of Contract

LFUCG reserves the right to reject any and all bids and waive any and all informalities, and the right to disregard all non-conforming or condition bids or counter proposals.

In evaluating bids, LFUCG shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested in the Bid Forms. LFUCG may consider the qualification and experience of the Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work as to which the identity of Subcontractors and other persons or organizations must be submitted as specified in Special Conditions or Specifications. He may conduct such investigations, as he deems necessary to establish the responsibility, qualifications or financial ability of the Bidders, proposed Subcontractors and other persons or organizations to do the work, in accordance with the Contract Documents, to LFUCG'S satisfaction within the prescribed time. LFUCG reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to LFUCG'S satisfaction.

If a Contract or Contracts is to be awarded, LFUCG will give the apparent successful Bidder(s) a Notice of Award within ninety (90) calendar days after the day of the Bid Opening.

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 LFUCG's written consent given after prior written notice to the Division of STREETS & ROADS.

START-UP AND COMPLETION OF WORK:

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

ONE YEAR CORRECTION PERIOD:

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to LFUCG and in accordance with LFUCG'S written instructions, either correct such defective work, or, if it has been rejected by LFUCG, 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, LFUCG 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 engineers, architects, attorneys, and other professionals) will be paid by Contractor.

FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 7/1/2024

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

This Proposal Submitted by:

L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the state of

Kentucky :doing business as:

A partnership

"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government (hereinafter called "LFUCG")

Office of the Director of Central Purchasing

200 East Main Street, Third Floor

Lexington, KY 40507

To Whom It May Concern:

The bidder, in compliance with your Invitation for Bids for the **ADA Sidewalk Ramp Installation and Reconstruction, 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 LFUCG and to fully complete the project by June 30, 2025.

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. none Date none; Addendum No. _____ Date _____

Addendum No. _____ Date _____; Addendum No. _____ Date _____

Addendum No. _____ Date _____; Addendum No. _____ Date _____

Addendum No. _____ Date _____; Addendum No. _____ Date _____

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture
2. Permanent Place of Business: 3009 Atkinson Avenue Suite 400
3. When Organized: April 3 ,1992
4. Where Incorporated: Lexington, Kentucky
5. Construction Plant and Equipment Available for this project: _____
See below attachment

(Attach Separate Sheet if Necessary)

6. Financial Condition: Good, Can provide more information upon award

The apparent low Bidder is required to submit its latest three (3) years audited financial statements to the LFUCG's office of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Hartford Fire Insurance Company (Surety)

Signed: Kimberly Watson Or Mary Crouch (Representative of Surety)

8. The following is a list of similar projects performed by the bidder: (Attach a separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Clays Mill Road Project</u>	<u>Lexington, Kentucky</u>	<u>10 million</u>
<u>LFUCG Parks UPC</u>	<u>Lexington, KY</u>	<u>UPC</u>
<u>LFUCG Engineering UPC</u>	<u>Lexington, KY</u>	<u>UPC</u>
_____	_____	_____

See below attachment

9. The bidder is now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. List key bidder personnel who will work on this project:

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YRS. W/BIDDER</u>
See attachment Below	Superintendent	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Respectfully submitted:

DocuSigned by:


 60F9D116998042A...

L-M Asphalt Partners, Ltd. DBA ATS
Construction with Scruggs Construction
Inc.

(Name of Contracting Firm)

BY: Brian R. Billings

TITLE: President

DATE: July 1, 2024

See below attachment

STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

BY: L-M Asphalt Partners, Ltd. DBA ATS Construction with
Scrggs Construction Inc., a Joint Venture

Name of Firm

DATE: 7/1/2024

BY: DocuSigned by:
Brian R. Billings

60F9D116998042A...

TITLE: Brian R. Billings, President

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

LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the LFUCG to be executed, completed, and submitted with the Bidder's Form of Proposal. All subcontractors are subject to approval of the LFUCG. 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.

Joint Venture Partner

1. - Concrete work

Name: Scruggs Construction Inc.

Address: _____

2. _____

Name: _____

Address: _____

3. _____

Name: _____

Address: _____

4. _____

Name: _____

Address: _____

5. _____

Name: _____

Address: _____

6. _____

Name: _____

Address: _____

7. _____

Name: _____

Address: _____

LEGAL STATUS OF BIDDER

Bidder L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture

Date 7/1/2024

1. A corporation duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Proposal, is duly authorized to execute contracts.

2. A Partnership, all of the members of which, with addresses are:

(Designate general partners as such)

L-M Asphalt Partners, Ltd. DBA ATS Construction, Steve Lawson

Adam Lawson, Tyler Lawson, Shelbi Lawons

Scruggs Construction: John L. Scruggs

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

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

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

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

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

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN MAY INVALIDATE BID.

Signed by DocuSigned by: Brian R. Billings

Firm 60F9D116998042A...
L-M Asphalt Partners, Ltd. DBA ATS Construction with
Scruggs Construction, Inc., a Joint Venture

Address 3009 Atkinson Avenue, Suite 400
Lexington, Kentucky 40509

Telephone No. 859-223-7001

Date July 1, 2024

ADA Sidewalk Ramp Installation and Reconstruction

Scope of Work

The purpose of this Invitation to Bid is to solicit offers from qualified firms to install/reconstruct sidewalk ramps at the locations determined by the LFUCG Director of Streets and Roads or his/her designee. LFUCG anticipates installing or replacing 1200-1500 ramps during the first term of the contract. Quantities in extended terms (years) will be based on budget allocated for that term. Each successful bidder shall be given a listing of the ramps to be installed/reconstructed. The successful bidder(s) is expected to have sufficient company personnel to complete multiple ramp installations per work day. Work completed and inspected by an authorized Division of STREETS AND ROADS inspector can be billed in monthly installments.

It is understood that not every sidewalk ramp installation/reconstruction will be constructed the same. The contractor shall be paid for the actual units installed at each location.

For this Invitation to Bid, any references to "PROWAG" means the *Public Right-of-Way Accessibility Guidelines as incorporated into the Americans with Disabilities Act (ADA)*.

For this Invitation to Bid, any references to "state specifications" means the *2019 KYTC Standard Specification Book*, as amended.

Available online at:

<https://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

or: Division of Construction, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-4780.

<https://www.access-board.gov/prowag/>

The bidder is advised to take special note of the bid item for installation of tactile warning tiles. The tiles shall be furnished by the LFUCG Division of STREETS AND ROADS with the contractor responsible for placement according to LFUCG, PROWAG, and the manufacturer's specifications.

REFERENCES TO LFUCG STANDARD DRAWINGS:

For this Invitation to Bid, any references to "LFUCG Standard Drawings" means the *Lexington-Fayette Urban County Engineering Standard Drawings*, effective 2017, and as amended.

Available online at:

<https://www.lexingtonky.gov/sites/default/files/2019-11/LFUCG%20Standard%20Drawings%202017%20v%201.61.pdf>

TRAFFIC CONTROL: Temporary Traffic Control shall comply with the *Manual of Uniform Traffic Control Devices (MUTCD)*, Chapter 6, and will be considered Incidental for each bid item.

NOTE: If a conflict between specifications exists or arises due to updates in the referenced materials the bidder should seek clarification from the Director of Streets and Roads.

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("**Agreement**") is entered into in Lexington, Kentucky by, L-M Asphalt Partners, Ltd. DBA ATS Construction a Kentucky corporation, (JV 1) and Scruggs Construction Inc. a Indiana corporation, (JV 2) In this Agreement, JV 1 and JV 2 are referred to collectively as the Joint Venturers and singularly as a Joint Venturer.

RECITALS

- A. JV 1 and JV 2 currently engage in construction activities pursuant to the Certificate of Eligibility issued by the Lexington-Fayette Urban County Government .
- B. JV 1 and JV2 desire to form a Joint Venture to submit a bid to construct a work of improvement known as LFUCG BID 86-2024 (ADA SIDEWALK INSTALLATION AND RECONSTRUCTION) and enter a general contract ("Contract") with Lexington-Fayette Urban County Government by and through its Agent, Department of Street and Roads (the "Owner") for performance of the Project.
- C. JV1 and JV 2 desire that their interests in the services, profits, and liabilities under the Contract be defined by this Agreement.

TERMS AND CONDITIONS

1. **Formation Of Joint Venture:** JV1 and JV2 constitute themselves as joint venturers for the purpose of bidding, performing and completing the Contract. This Agreement contemplates only the furnishing and performance of the work, labor, service, materials, plant, required warranties, equipment and supplies necessary for the completion of the Contract and the Project. The Joint Venturers are not making any permanent partnership agreement or joint venture agreement to bid for or undertake any act or commitment other than the Contract. Nothing in this Agreement shall be construed as a limitation of the powers or rights of either Joint Venturer to carry on its separate business for its sole benefit. The work to be performed by the Joint Venture is the Contract, and any change orders or supplemental agreements with the Owner in connection with the Project, all of which are referred to as the "Work" and will be performed by the Joint Venture operating under the name L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction, Inc., a Joint Venture
2. **Administration:** In order to facilitate the handling of all matters and questions in connection with the bidding and performance of the Contract, each Joint Venturer appoints the following representative to act for it in all matters relative to the Joint Venture:

JV1 appoints Brian R. Billings, President

JV2 appoints John L. Scruggs, President & Owner

Actions and decisions concerning the portion of the Work to be performed by JV1 / JV2 will be by unanimous vote of the Joint Ventures. Each representative may delegate their powers as they

deem necessary or convenient in the best interest of the Joint Venture. If necessary or desirable, each Joint Venturer will execute and deliver to its respective representative such powers of attorney as may be required to enable the representative to properly perform the duties entrusted to them. It is understood and agreed that neither JV1 nor JV2 will have the power to borrow money for, in the name of, or to pledge the credit of the Joint Venture, the other Joint Venturer or on their joint credit.

In the event that either representative dies or becomes permanently incapacitated or unavailable to act, then a successor shall be named by the Joint Venturer who appointed such representative. Any successor will have every power to act that was possessed by his predecessor under this Agreement. Either Joint Venturer at any time may change its representative by advising the other of such appointment, but until the appointment and notification of the appointment to the other, each Joint Venturer will be bound by the acts and decisions of its representative.

Meetings of the representatives for the transaction of the business of the Joint Venture may be called by either Joint Venturer subject to reasonable notice.

JV1 will be the administrative manager for the Joint Venture and will process the bid, the Contract, all requests for payment, change orders, and other documentation required to be submitted to the Owner. JV1 will serve in this capacity without cost to the Joint Venture and without cost to JV2. JV2 will make no agreements or commitments or sign orders for Change Orders or Daily Work Reports affecting the Work of JV1 without JV1's permission. Each Joint Venturer will receive all of the proceeds of any cost reduction incentive associated with its respective scope of Work.

3. Preparation Of Bid: The Joint Venture bid shall be submitted in the name of **L-M Asphalt Partners, Ltd. DBA ATS Construction JV with Scruggs Construction Inc.** The Joint Venture bid will not be submitted unless the Joint Venturers agree to the amount and all terms and provisions of the bid concerning their respective portion of the Work. Either Joint Venturer may at any time prior to the submission of the bid, withdraw from this Joint Venture by notifying the other Joint Venturer in writing. The withdrawal from this Joint Venture will terminate each Joint Venturer's obligations under this Agreement; provided, however, the withdrawing Joint Venturer will be precluded from bidding the Contract, but not the Project. After the bid has been submitted, no withdrawal or modification will be made unless consented to by both Joint Venturers. Each Joint Venturer will bear its own estimating and bidding expenses.

4. Scope And Division Of Work: JV1 will manage all the work set forth in the bid for the Project and pursuant to the a price schedule will be agreed to before the bid is submitted.

JV2 will perform the work required in **bid** as set forth in the bid for the Project and pursuant to the a price schedule agreed to before the bid is submitted.

JV2 has no other duties or obligations with respect to the Contract, the Project or the Work, except as set forth in this Agreement. All profits, losses, revenues and expenses with respect to such portion of the Work performed by JV2 will be solely for the account of JV2. JV1 will perform all other Work and furnish all other material required by the Contract. All profits,

losses, revenues and expenses with respect to such portion of the Work performed by JV1 will be solely for the account of JV1.

Each Joint Venturer will be solely responsible for completing and warranting all Work required of it. To the greatest extent permitted by law, neither Joint Venturer will be jointly or severally liable for the work, liability or debt of the other. Each Joint Venturer will cooperate fully with the other to complete its obligations under this Agreement in a timely and efficient manner. Neither Joint Venturer will charge supervision, engineering, overhead, profits or losses, to the other. The Joint Venture will have no employees. Rather, each Joint Venturer will use its own employees to perform its obligations under this Agreement.

5. **Subcontractors:** Each Joint Venturer may separately contract with subcontractors and suppliers and administer any subcontracts and/or purchase orders for its portion of the Work. However, each Joint Venturer will provide the names of all subcontractors and all other information required by Federal or State Law of Kentucky, or the Owner, to the other Joint Venturer for inclusion in the bid.
6. **Project Manager:** As to the parties hereto, JV1 will appoint and pay for a Project Manager who will, under the direction, control and authority of JV1, be responsible for the direction and management of the Project in accordance with policies and procedures established by the Joint Venturers, coordinate the work on the Project, and be responsible for necessary contracts with the Owner and its representatives.
7. **Schedule:** JV1 and JV2 will agree to a construction schedule.
8. **Record Keeping:** Each Joint Venturer will separately maintain books of account with respect to its performance of the Work allocated to it under this Agreement, and will assume, among other things, the payment of all payroll taxes, payroll insurance premiums, property taxes, sales-use taxes, State and Federal income taxes, license fees, permits, and other costs that pertain to and arise out of its performance of the Work allocated to it. Each Joint Venturer will be responsible for and file the appropriate reports or returns concerning the performance of its share of the Work, and will report all payments, income, costs and expenses attributable to such Joint Venturer's performance of the Work on its own Federal and State income tax returns. Except as otherwise required by applicable law, the Joint Venture will not file Federal or State tax or other returns.
9. **Bank Account And Payments:** All payments will be paid to JV1 and will disperse funds to JV2 according to payments made by LFUCG and in accordance with Agreed to pricing before the bid.
10. **Accounting & Payment Of Subcontractors:** JV1 will be responsible for the entry of all accounts in connection with the Contract as paid by the LFUCG. If a subcontractor or supplier is used by a Joint Venturer, that Joint Venturer will pay its subcontractor's or supplier's invoices from funds received for its scope of work. Each Joint Venturer will copy and forward all subcontractor and supplier lien releases to the other joint venturer to allow each Joint Venturer to maintain complete payment records. However, JV1 may disperse funds to

subcontractors and vendors with approval granted by JV2. Approval shall be deemed granted by JV2 if objection is not provided to JV1 in writing within 3 three business days of the written request by JV1 or sooner if necessary, for the continued performance of the work. All books of account, records, vouchers, contracts and data of any character relating to the performance of the Contract will be open to examination and copying by either Joint Venturer.

11. **Punchlist Items:** Each Joint Venturer agrees to provide, at its own expense, all requirements of the Owner in the performance of the Contract applicable to its portion of the Work, including, but not limited to, repair or replacement of existing facilities, cleanup and punchlist items.
12. **Bid, Performance And Payment Bonds:** If bid, payment and performance bonds are required to be furnished in connection with said contract, then the parties hereto as Joint Ventures, will execute the customary indemnity agreements of the surety providing such bond or bonds obligating themselves jointly and severally to perform, abide by and be subject to all the terms and obligations contained in said indemnity agreement and in addition to indemnify and save harmless said surety. An original executed copy of the indemnity agreement shall be furnished to said surety by the joint ventures, they agreeing that it, by its terms and obligations constitutes one of the inducements to said surety to provide said bond or bonds. Each party shall pay their proportionate share of the premium for said bond or bonds.
13. **Labor Activity:** If either Joint Venturer is the target of picketing or handbilling activities by or on behalf of a labor organization, that Joint Venturer will take all reasonable steps, at its own expense, to: (1) halt secondary activity by filing and prosecuting unfair labor practice charges with the National Labor Relations Board; (2) prosecuting any trespassers by means of threatening arrest or filing criminal charges; and (3) pursuing a court injunction against any mass and/or violent picketing.
14. **Indemnification:** Each Joint Venturer assumes full responsibility for the performance of its portion of the Work set forth in paragraph 4, above. To the greatest extent permitted by law, each Joint Venturer will defend, indemnify and hold harmless the other Joint Venturer, the Joint Venture, and the officers, directors, employees, agents and successors in interest of the other Joint Venturer, from and against any and all suits, actions, claims, demands, judgments or liabilities for damages, losses, or expenses of any kind whatsoever, including, but not limited to, injuries or death of persons and damage to property or attorneys' fees and costs, arising out of or in connection with: (a) the portion of the Work performed or required to be performed by the indemnifying Joint Venturer under this Agreement or the Contract; or (b) the indemnifying Joint Venturer's breach, default, or failure to perform or comply with any term, provision, duty, or obligation of or under this Agreement or applicable law. However, nothing in this paragraph purports to indemnify a Joint Venturer against liability for damages for death or bodily injury, damage to property or any other loss, damage or expense arising from the sole negligence or willful misconduct of the Joint Venturer or its employees, agents, servants, or independent contractors, or for any defects in design furnished by the Joint Venturer, its employees, agents, servants, or independent contractors. The indemnification provided for will continue in full force and effect after the completion of the Project and the dissolution of the Joint Venture.

15. Insurance: Before starting work under the Contract, each Joint Venturer will obtain and provide proof of commercial general liability insurance, automobile liability insurance and workers compensation insurance in the following minimum amounts:

- 1) Commercial General Liability (CGL) with limits of Insurance not less than \$1,000,000 each occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$2,000,000 Products/Completed and \$2,000,000 Annual General Aggregate.
 - A) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall separately to each project.
 - B) CGL coverage shall be written on ISO occurrence form CG 00 01 (1093) or a substitute form providing equivalent coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - C) Contractor shall be included as insured on the CGL, using ISO additional Insured Endorsement CG 20 37 (07 04) or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - D) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

- 2) Automobile Liability
 - A) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - B) Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles.

- 3) Commercial Umbrella
 - A) Umbrella limits must be at least \$26,000,000 or equal to contractor's umbrella/excess limit.
 - B) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - C) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

- 4) Workman's Compensation and Employers Liability
 - A) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.

Each Joint Venturer will be solely responsible for the payment of all premiums for the insurance coverage required of it. JV2 will maintain commercial general liability coverage in full force and effect, or provide for similar coverage as under the policy or policies, for a period of not less than ten (10) years from the date of actual or constructive substantial completion of the Project. JV2 will add the Joint Venture as a named insured, and JV1 as an additional insured for purposes of the Contract with an I.S.O. C.G. 20101185 endorsement or equivalent, under JV2 commercial general liability insurance policy. JV1 will name the Joint Venture and JV2 as additional insureds under its general liability policy for purposes of the Contract with an endorsement providing primary insurance to JV1 and the Joint Venture for losses arising out of JV2's portion of the Work. Further, JV2 and JV1 will add the Joint Venture and each other as additional insureds on all other specified insurance policies for purposes of the Contract.

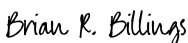
- 16. Liquidated Damages:** If a Joint Venturer fails to timely complete its scope of the Work resulting in the assessment of liquidated damages by the Owner, that Joint Venturer will pay the liquidated damages assessed by the Owner and will not demand contribution from the other Joint Venturer. If liquidated damages will be backcharged to a subcontractor by the Joint Venturer using the subcontractor, the Joint Venturers will agree how the liquidated damages are to be applied before deductions are taken from payment by the Owner. If the construction schedule indicates a potential for liquidated damages, then a meeting of the Joint Venturers will be held within two (2) weeks of identification of the schedule delay and a determination of responsibility and/or liability for liquidated damages decided within two (2) weeks of the meeting.
- 17. Backcharges:** Neither Joint Venturer has the authority to backcharge the other for defective work or otherwise, without a work order signed by each.
- 18. Taxes And Fees:** All permits, fees, licenses, and local taxes are to be paid and/or obtained by each respective Joint Venturer or Joint Venturer's subcontractor, as they may pertain to their items of Work. The Joint Venture license bond premium and any necessary municipality business license fees for the Joint Venture will be paid by JV2.
- 19. Term:** The relationship between the Joint Venturers is limited to the performance of the Contract under the terms of this Agreement, which is construed and deemed to be a Joint Venture for the performance only of the Contract. This Agreement does not constitute the Joint Venturers partners or either Joint Venturer the general agent of the other, or in any manner limit either of the Joint Venturers in the conduct of their respective businesses or activities in the making of other contracts or the performance of other work, or impose any liability except that of performance of the terms, provisions and conditions of this Agreement. This Agreement will terminate upon completion of the Project and the Contract.
- 20. Project Closeout:** On completion of performance of the Project and the Contract, the Joint Venturers will settle and adjust all accounts in connection with the performance of the Project and the Contract.
- 21. Bankruptcy:** In the event of the Chapter 7 bankruptcy or insolvency of a Joint Venturer, the bankrupt or insolvent Joint Venturer, from and after the date of bankruptcy or insolvency, will cease to have any say or voice in the management of the Project and the Contract, and wherever it is provided in this Agreement that the act, consent or decision of the Joint Venturers are

required, it is deemed to mean the act, consent or decision of the solvent Joint Venturer. However, the insolvent Joint Venturer will remain liable for its share of any losses and will be entitled to receive its share of the profits, if any, as provided in this Agreement, for the Work performed by the bankrupt or insolvent Joint Venturer. Should such insolvency cause damage or extra cost to the other Joint Venturer, such damage or extra cost shall be charged against the interest of the insolvent Joint Venturer.

22. **Joint Venturer Creditors:** The right of a creditor, receiver, trustee, assignee, garnishee, executor or administrator to assert any claim against the right, title and interest of either Joint Venturer, is limited solely to the right to claim or receive after completion of the Project and the Contract and after the closing of the accounts of the Joint Venture, the distributive share of such debtor and then only subject to the equities and prior rights of the other Joint Venturer.
23. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration in North Carolina within 60 days of a Joint Venturer's demand. The arbitrator will be agreed upon by the Joint Venturers or appointed by a court. Any award rendered by the arbitrator may be entered as a final judgment in any court of competent jurisdiction.
24. **Attorneys' Fees:** In the event either Joint Venturer commences any action or proceeding against the other by reason of any breach or claimed breach of any provision of this Agreement, commences any action or proceeding in any way connected with this Agreement, or seeks a judicial declaration of rights under this Agreement, the Joint Venturer prevailing in such action or proceeding shall be entitled to recover from the other Joint Venturer, the prevailing Joint Venturer's reasonable attorneys' fees and costs including, but not limited to, expert witness fees, witness fees, and any and all other fees and costs, whether or not the proceeding or action proceeds to judgment. The parties agree that a reasonable attorney's fee shall not exceed \$250.00 per hour.
25. **Successors:** The foregoing provisions and stipulations of this Agreement will bind the Joint Venturers and their respective successors and assigns.
26. **No Oral Modifications:** Any change to this Agreement must be in writing, signed by the Joint Venturers.
27. **Headings:** The headings of the paragraphs to this Agreement are for reference purposes only and are not to be used for the purpose of construing the language used in the paragraphs.

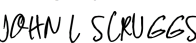
IN WITNESS WHEREOF, the Joint Venturers have read this Agreement, agree to its terms and conditions and have executed and delivered this Agreement on the dates set forth below.

JV1: **L-M Asphalt Partners, Ltd. DBA ATS Construction**

BY: DocuSigned by:

8A94C7D04385416
Brian R. Billings, President

DATED: **6/27/2024**

JV2: **Scruggs Construction, Inc.**

BY: DocuSigned by:

84A5688A9A1A45C...
John L. Scruggs, President/Owner

DATED: **6/27/2024**

ADDENDUM "A"

This Addendum A is incorporated into the JV1/JV2, a joint venture agreement dated 6/27/2024 as a part of that agreement.

All grants, covenants, provisions and claims, rights powers, privileges and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice or communication required to be or that may be given by the Owner or Construction Manager to the Contractor, shall be deemed given to all entities being the Contractor if given to General Corporation. Any notice, request or other communication given by JV1 to the Owner or the Construction Manager under this contract shall be deemed to have been given by and shall bind all entities being the Contractor. The Joint Venture designates Brian R. Billings, JV1, as the representative and John L. Scruggs JV2 Corporation, as the alternate representative. The representative and the alternate shall have full authority to bind all Joint Venture partners

DATE 6/27/2024

DATE: 6/27/2024

L-M Asphalt Partners, Ltd. DBA ATS Construction

Scruggs Construction Inc.

BY: DocuSigned by:
Brian R. Billings
BA94CFB042CE44C...
TITLE: Brian R. Billings, President

BY: DocuSigned by:
JOHN L SCRUGGS
84A5698A9A1A45C...
TITLE: John L. Scruggs, President/Owner

Lexington-Fayette Urban County Government
ADA Sidewalk Installation and Reconstruction
Bid 86-2024

Item No.	Item	Unit	Qty.	Unit Price	Item Total
1	Remove Curb and Gutter	LF	1	\$31.50	\$31.50
2	Remove Sidewalk	SY	1	\$63.00	\$63.00
3	Dense Grade Aggregate Base	TN	1	\$0.01	\$0.01
4	No. 57 stone	TN	1	\$0.01	\$0.01
5	4-1/2" Concrete Sidewalk	SY	1	\$99.75	\$99.75
6	6" Concrete Sidewalk	SY	1	\$105.00	\$105.00
7	Sidewalk Ramp	SY	1	\$105.00	\$105.00
8	Header Curb	LF	1	\$21.00	\$21.00
9	Curb and Gutter Type 1 or 4	LF	1	\$33.50	\$33.50
10	Seading and Protection	SF	1	\$0.75	\$0.75
11	Silt Fence	LF	1	\$0.01	\$0.01
12	Storm Drain Inlet Protection	EA	1	\$0.01	\$0.01
13	*Detectable Warning Surface Tile-Imbedded-<u>Install Only</u>	EA	1	\$1.00	\$1.00
14	*Detectable Warning Surface Tile-Retro Fit Existing Ramp-<u>Install Only</u>	EA	1	\$3.00	\$3.00
15	5% Max. Allowable P&P bond % for purchase orders >\$50,000			3.00%	

***LFUCG supplies the Detectable Warning Surface Tiles**

Total (Items 1 - 14)

\$463.54

Contractor Signature:

DocuSigned by:

Brian R. Billings

80F9D116998042A...

Brian R. Billings, President

L-M Asphalt Partners, Ltd. DBA ATS Construction with Scruggs Construction Inc. a Joint Venture

Attachment A

EM Equipment

Equipment Code	Description	VIN/Serial #
01.LT6106	CHEVY 2500 4X2 FLATBED****SOLD****	1GCG24U13Z226854
01.LT6133	TOYOTA TUNDRA CREWMAX 4X4 PICKUP	5TFDW5F14DX274182
01.LT6134	2015 FORD F-250 2 WHEEL-DRIVE	1FT7X2A63FEA47169
01.LT6135	2015 FORD F-250 2 WHEEL-DRIVE	1FT7X2A6XFEA47170
01.LT6136	2011 GMC SIERRA C15	1GTN1TEX4BZ246283
01.LT6138	2015 CHEVROLET 2500 HD 4X2	1GC2KUEG0FZ121158
01.LT6140	2015 CHEVROLET SILVERADO 2500HD 4X2	1GC2KUEG9FZ527889
01.LT6141	2016 CHEVY SILVERADO 2500HD	1GC2KUEG7GZ143601
01.LT6142	2016 CHEVROLET 2500 HD PICKUP	1GC2KUEG3GZ205897
01.LT6143	2016 CHEVY 2500 HD	1GC2KUEG9GZ235373
01.LT6144	2016 CHEVY 2500 HD	1GC2KUEG8GZ236630
01.LT6145	2016 CHEVY 2500 HD	1GC2KUEG6GZ233659
01.LT6146	2016 CHEVY 2500 HD	1GC2KUEGXGZ235401
01.LT6147	2016 CHEVY 2500 HD	1GC2KUEG4GZ236530
01.LT6148	2016 CHEVY SILVERADO 2500HD	1GC2KUEG2GZ225574
01.LT6149	2016 CHEVY SILVERADO 2500HD	1GC2KUEG0GZ208532
01.LT6150	2016 CHEVROLET 2500HD 4X4 W/ LADDER RACK	1GC2KUEG6GZ393282
01.LT6152	2013 CHEVROLET SILVERADO 1500	1GCRKSE78DZ354403
01.LT6154	2013 CHEVROLET CREW CAB	1GC1KVCG3DF197687
01.LT6158	2015 FORD F-150 XL 2-DOOR	1FTFX1E5F5FB21833
01.LT6159	2018 CHEVROLET EXT CAB 1500	1GCVKREC5JZ133471
01.LT6160	2017 CHEVROLET 2500HD	1GC2KUEG1HZ359154
01.LT6162	2018 CHEVROLET 2500	1GC2KUEG0JZ300196
01.LT6163	2018 TOYOTA TACOMA SR5	5TF5Z5AN5JX145114
01.LT6165	2018 FORD F-150 XL	1FTFX1E59JKD79313
01.LT6166	2018 CHEVROLET 2500HD	1GC2KUEG2JZ303522
01.LT6169	2012 FORD F-250	1FTBF2B62CED20240
01.LT6170	2019 CHEVROLET 1500	1GCPYCEF2KZ349164
01.LT6171	2019 CHEVROLET 1500 LTZ	1GCRYGED5KZ350971
01.LT6172	*****SOLD****2019 CHEVROLET 1500 LTZ	1GCRYGED9KZ349693
01.LT6173	2019 CHEVROLET COLORADO	1GCHSBEA3K1297420
01.LT6174	2019 CHEVROLET SILVERADO 1500	1GCRYAEH2KZ369218
01.LT6175	2019 CHEVROLET SILVERADO 1500	1GCRYAEH2KZ369235
01.LT6176	2019 CHEVROLET SILVERADO 1500	1GCRYAEH0KZ369881
01.LT6177	2019 CHEVROLET SILVERADO 1500	1GCRYAEH4KZ371648
01.LT6178	2019 FORD F-250 4 X4	1FT7X2B62KEF57182
01.LT6179	2019 FORD F-250	1FT7X2A69KEF57181
01.LT6180	2019 CHEVROLET COLORADO	1GCHSBEAXK1294739
01.LT6183	2020 CHEVROLET SILVERADO 1500	1GCPYAEH4LZ295423 1GCPYAEH4LZ295423
01.LT6184	2020 CHEVROLET SILVERADO	1GCPYAEH2LZ295386
01.LT6185	2020 CHEVROLET SILVERADO 1500	1GCPYAEH8LZ296543
01.LT6186	2020 CHEVROLET SILVERADO 1500	1GCPYAEH3LZ296689
01.LT6187	2021 CHEVROLET 2500HD	1GC1YLE77MF137461
01.LT6188	2021 CHEVROLET 2500HD	1GC1YLE74MF137448
01.LT6189	2021 CHEVROLET 1500 CREW CAB	3GCUYDED7MG199420
01.LT6191	2015 CHEVROLET SILVERADO 2500	1GC2KUEG4FZ552329
01.LT6192	2018 CHEVROLET SILVERADO 2500	1GC2KUEG6JZ296655
01.LT6193	2016 DODGE RAM 2500	3C6TR5CT0GG264421
01.LT6194	2021 CHEVROLET SILVERADO 1500	1GCUYEEL1MZ439929
01.LT6195	2021 FORD F-150	1FTFX1E55MKF13383
01.LT6196	2021 FORD F-150	1FTFW1E83MKF13380
01.LT6211	2020 CHEVROLET TAHOE	1GNSKAKC6LR221156
01.LT7102	2010 Ford	1FMEUSBE4AUF04119
01.LT7104	2005 CHEVY SILVERADO	1GCCE14V15Z103049
01.LT7110	2014 FORD F-250	1FT7W2B68EEB50149
01.LT7111	2015 CHEVY PICKUP	1GC1KUEG0FF185488
01.LT7112	2015 CHEVY PICKUP	1GC2KUEG2FZ140085
01.LT7113	2013 CHEVY SILVERADO	1GCRKSE71DZ283643
01.LT8117	CHEVY COLORADO	1GCCS149988155326
01.LT8132	CHEVROLET 2500 4X4 EXT CAB	1GC2KVCG0CZ27772
01.LT8133	CHEVROLET SILVERADO CREW	1GC1KVCG3BF265290
01.LT8134	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP TRUCK	5TFDW5F14DX274019
01.LT8136	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP	5TFDW5F13DX286095
01.LT8138	2013 CHEVROLET SURVEY TRUCK	1GC2KVCG2DZ304005
01.LT8139	2013 CHEVROLET 2500 TRUCK	1GC2CVCG5DZ295412
01.LT8140	2015 CHEVY SILVERADO	1GC2KUEG3FZ130407
01.LT8142	2015 CHEVROLET SILVERADO 2500HD 4WD	1GC2KUEG9FZ527961
01.LT8150	2015 CHEVROLET 2500 HD	1GC2KUEG0FZ536838
01.LT8151	2015 CHEVROLET 2500 HD	1GC2KUEG4FZ537488
01.LT8152	2015 CHEVROLET 2500 HD	1GC2KUEG9FZ537521
01.LT8153	2017 CHEVY 2500 4X4	1GC1KUEG7HF198662
01.LT8154	2020 CHEVROLET SILVERADO 2500HD	1GC1YLE71LF310454
01.LT8155	2020 CHEVROLET SILVERADO 2500HD	1GC1YLE70LF310476
01.LT8156	2022 CHEVROLET SILVERADO 2500HD	1GC2YLE72NF116359
01.LT8157	2022 CHEVROLET SILVERADO 2500HD	1GCSYLE75NF231664
01.LT8184	2022 FORD F-150 XL 4WD SUPER	1FTFW1E57NFA44701
01.LT8186	CHEVY 2500	1GCHK24D56E208246
01.LT8214	2006 FORD E350 PASSENGER VAN SILVER	1FBSS31L06DA77261
01.PV1143	2008 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDWF36528EA71143
01.PV8427	2007 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDWF36587EA58427
01.TK6211	FORD F350 DUMP TRUCK	3FDWF36F8XMA19503
01.TK6213	FORD F550 4X2 FLATBED	1FDFAF56P86ED92253
01.TK6215	2015 FORD F-550 CREW TRUCK	1FD0X5HT0FEC57187
01.TK6220	2017 FORD F-250 SERVICE TRUCK	1FDBF2A67HEC82279

EM Equipment

01.TK6221	2017 FORD F-250 SERVICE TRUCK	1FDBF2A63HEC82280
01.TK6222	2018 FORD F450 4X2 FLATBED TRUCK	1FD0X4GT4JEC46701
01.TK6223	2019 FORD F450 4X4 FLATBED CREW TRUCK	1FDUF4HT4KEG58735
01.TK7214	2008 FORD F550 FLATBED	1FDAF56R78EA76458
01.TK7217	2013 DODGE RAM PARTS RUNNER	3C7WRMBL2DG520123
01.TK7218	2002 FORD F650	3FDWF65B62MA28080
01.TK7219	2004 FORD F350	1FDWF36LX4EA61663
01.TK7220	1995 GMC TOP KICK	1GDK7H1J9S19082
01.TK8209	FORD F450 STEAM	1FDXF46FXEB40646
01.TK8210	FORD F550 FLATBED	1FDAF57F02EB50461
01.TK8212	CHEVY 3500 POWDER TRUCK	1GBJK34132E125300
01.TK8213	CHEVROLET SILVERADO 3500 FLATBED	1GCJK33698F146664
01.TK8214	FORD F250 4X2 4 DOOR	1FTSW2A52AEA03225
01.TK8216	2016 FORD F450 EXT CAB W/ UTILITY BED	1FD0X4GT3GEC04996
01.TK8217	2017 CHEVY 3500 UTILITY BED	1GB4KYCY5HF132678
01.TK8218	2017 CHEVY 3500 W/ UTILITY BED	1GB4CYCY9HF132664
01.TK8219	1994 GMC TOPKICK FLATBED	1GDK7H1J5RJ520613
01.TK8220	2018 FORD F-450 UTILITY BED TRUCK	1FD0X4HT3JEC88730
03.TR6808	CUSTOM TRAILER	1KX43154XX1003356
03.TR6809	BIG TEX TAMDEN 16X6 BARREL TRAILER	16VNX162972C73900
03.TR6811	BIG TEX TAMDEN 18X7 TRAILER	421HD182975002652
03.TR6812	SMALL WATER TANK TRAILER	TR6812
03.TR6814	2007 BIG TEX 50LA TANDEM TRL- SHOP PRESSURE WASHER	16VNX122072C59874
03.TR6816	GATOR TAMDEN 7X20 TRAILER	421H02029A8012218
03.TR6817	GATOR TAMDEN 7X20 TRAILER	421H02022A5013341
03.TR6818	2015 GATOR MADE TRAILER	421HD2028F015361
03.TR6819	2015 GATOR MADE TRAILER	421HD2026F015360
03.TR6820	6 X 12 GATORMADE STEAMER TRAILER w/ MM8198	4Z1UA1228HS036325
03.TR6821	5x10 WALK BEHIND SAW TRAILER	4Z1UA1013FS017639
03.TR6822	GM 16FT UTILITY TANDEM AXLE TRAILER	
03.TR6823	GM 10FT UTILITY SINGLE AXLE TRAILER	
03.TR6824	4' X 7' TRAILER WITH WATER TANK	
03.TR6825	GATORMADE 18+3 EQUIPMENT TRAILER W/ RAMPS	4Z1HD2123LS004679
03.TR6826	GATORMADE 16FT TRAILER	4Z1PB1629LS004576
03.TR6827	GATORMADE 16FT TRAILER	4Z1PB1627LS004575
03.TR6828	ECONOLINE 18FT TRAILER	42EDBCG22K100235
03.TR6829	LONEWOLF SINGLE AXLE TRAILER	4P7U61210LF073119
03.TR6830	2007 UNITED EXPRESSLINE AIR TEST TRAILER	48BTE12187A091247
03.TR6831	GATORMADE 16FT TANDEM AXLE TRAILER	4Z1UA162XKS004428
03.TR6832	GSTORMADE 8FT SINGLE AXLE TRAILER	4Z1UA1019KS000385
03.TR6833	HOMESTEADER 5X8 TRAILER	5HABE0812NN105757
03.TR6840	HOMEMADE SLURRY SEAL BRUSH TRAILER	KYT44236
03.TR7900	WELLS CARGO UTILITY TRAILER	1WC200E2341107267
03.TR7901	GATOR MADE TRAILER	4Z1UA1621DS005003
03.TR7910	CORE MACHINE TRAILER WITH PREDATOR GENERATOR	T57A15070081920(GEN.) & 0999440(C.M.)
03.TR7920	HOMEMADE BARREL TRAILER	KYT44003
03.TR8807	SINGLE AXLE 5 X10 TRAILER	N/A
03.TR8809	HOMEMADE TAMDEN 16X6 TRAILER	KYT23010
03.TR8810	TAMDEN 16X6 TRAILER	KYT37865
03.TR8814	HOMEMADE SINGLE 12X5 TRAILER	KYT38488
03.TR8815	HOMEMADE TAMDEN 6X16 TRAILER	KYT38487
03.TR8817	HOMEMADE SMALL WATER TANK TRAILER	0890061
03.TR8818	STIGER GOOSENECK TAMDEN 18X7 TRAILER	159F718234K087167
03.TR8819	STIGER 16' GOOSE NECK TRAILER	159F718294K087190
03.TR8820	STIGER 16' GOOSE NECK TRAILER	159F718214K087197
03.TR8821	STIGER TAMDEN 16X6 PIN TRAILER	159FS16214K087217
03.TR8826	SINGLE 12X6 TRAILER	4YMUL12139G020197
03.TR8828	GATORMADE 16FT UTILITY TRAILER	4Z1UA1628LS003506
03.TR8829	EZ TRAIL 1074 PIPE TRAILER	L202033
03.TR8875	16' UTILITY TRAILER	4ASUS162968048623
03.TR8876	PIPE TRAILER	
03.TR8877	GATORMADE UTILITY TRAILER 6X16	4Z1UA1625CS021381
03.TR8878	GATORMADE UTILITY TRAILER 6X20 W/RAMP GATE	4Z1UA2021CS021893
03.TR8879	PIPE COIL TRAILER	32N12
03.TR8880	Silver Tool Trailer (Concrete Crew)	
03.TR8881	PACE AMERICAN CARGOSPOT BOX TRAILER	40LUB1420XP055377
03.TR8882	Homemade Tow-Behind Pipe Trailer	N/A
03.TR8883	2021 SURE-TRAC TRAILER 102 X 24	5JW1U2429M3330007
03.TR8884	2021 DIAMOND T TRAILER	5FW7U51621MR027423
04.TR6801	FONTAINE 55 TON WEDGE LOWBOY TRAILER	13NE5240923514794
04.TR6802	ETNYRE BLACKHAWK 55 TON LOWBOY TRAILER	1E92819043E111006
04.TR6805	Trail King Lowboy	1TKJ0493X3B012912
04.TR6807	TRAILMAX T-12-UT TRAIL	1G9KS21272A065560
04.TR6815	CRONKHITE 4800 6' X 14' TRAILER	473482322V1110715
04.TR6850	2019 LANDOLL TRAILER	1LH455U0K1B26411
04.TR6851	FONTAINE TRAILER	57JE5330XL3577563
04.TR6852	4TH AXLE FOR TR6851	57JM0510M35P1869
04.TR6853	2022 LANDOLL TRAILER	1LH440WHXN1B33306
04.TR7803	DORSEY DUMP TRAILER	HW-12558 33DATR17
04.TR7806	1971 FRUEHAULF TRAILER	EWA374803
04.TR7808	ROGERS 35 TON LOWBOY (PAVING)	1RBH48209MAR21579
04.TR7809	1995 AZTEC DROP DECK TRAILER*****SOLD*****	1A9BR4B34SM100552
04.TR7810	1979 STRICK TRAILER	229147
04.TR7812	TRAFFIC CONTROL TRAILER	46CFB16237M002410
04.TR7813	'89 CHEROKEE FLAT TRAILER	7734

EM Equipment

04.TR7814	ECONLINE 6 TON TAG TRAIL-1997	42ETPBB29V1004348
04.TR7815	45 FT. FRUEHAUF VAN TRAILER	CHS193461
04.TR7816	45 FT. FRUEHAUF VAN TRAILER	HPR482265
04.TR7817	1983 HOBBS TRAILER	1H5P04529DN013204
04.TR7819	2000 FONTAINE TH-55 TRAILER	4LF455332Y3509893
04.TR7820	1984 GREAT DANE TRAILER	1GRFA9621ES137602
04.TR7821	1984 FRUEHAUF TRAILER	1H2V0482XEAO12622
04.TR7822	1991 TRAILMOBILE TRAILER	1PTF7ATH0M9005262
04.TR7823	2002 LIDDELL M-75 4-AXLE TRAIL	1L9SL634321236164
04.TR7824	1986 GREAT DANE TRAILER	1GRDM9026GM026901
04.TR7825	1962 FRUEHAUF TRAILER	MEB140101
04.TR7826	1988 TRANSCRAFT TRAILER	1TTF45202J1029864
04.TR7828	LANDOLL TRUCK TRAILER	1LH660UH221B12466
04.TR7829	1985 GREAT DANE TRAILER	1GRAA962XFB130112
04.TR7830	1987 GREAT DANE TRAILER	1GRDM9020HM010601
04.TR7831	ECONLINE 7 TON 21' TRAILER	42ETPPG2251001159
04.TR7832	GATOR 16' UTILITY TRAILER	4Z1UA1627ES012197
04.TR7833	GATOR 16' TRAILER	4Z1CB1620ES007450
04.TR7834	2000 FONTAINE JEEP, DOLLIES	4LF5N0511Y3509734
04.TR7836	FONTAINE LOWBOY TRAILOR 1994	4LF487752R3503651/4LF3N2627R3503447
04.TR7837	1988 TRAILKING LOWBOY	TKSA04622JM110152
04.TR7839	2003 LOAD KING 55 TON LOWBOY	5LKL4935931024620
04.TR7840	1995 FONTAINE 60 TON QUAD	4LF487345S3503601
04.TR7841	1998 TRAIL KING DROP DECK	1TKA04621WM090018
04.TR7901	1982 TRAILMOBILE ASPHALT TANK	1PTT43EJ7B4000318
04.TR7902	1988 POLAR ASPHALT TANKER	1PMCI4229J2009409
04.TR7904	1988 POLAR ASPHALT TANKER	1PMCI4227J2009408
04.TR7905	1992 FRUEHAUF ASPHALT TANKER	1H4T0432XNL020407
04.TR7907	1995 ETTYRE ASPHALT TANKER	1E9T44206E007210
04.TR7908	2015 ETTYRE 7250 GALLON TANKER	1E9T78815FE007171
04.TR7909	1992 ETTYRE TANKER	1E9T44207ME007073
04.TR7910	1977 TRAILMOBILE ASPHALT HAULER	S40057
04.TR7911	1978 TRAILMOBILE	S41577
04.TR7912	1977 TRAILMOBILE ASPHALT HAULER	N41055
04.TR7913	1977 TRAILMOBILE ASPHALT HAULER	UNSS07811
04.TR7914	1977 AMCC ASPHALT HAULER	1PMCI4220F2007085
04.TR7915	2022 MAC HOT PRODUCTS TANK	558mra324nx007541
04.TR7916	2022 ETTYRE ASPHALT TANKER	1E9T97969NE007283
04.TR7917	2022 ETTYRE ASPHALT TANKER	1E9T97978NE007297
04.TR8805	TRAIL KING 50 TON LOWBOY TRAILER	1TKJ048385B010080
04.TR8806	TRAIL KING 70 TON LOWBOY TRAILER	1TKS005125B019552/19551 (2 NUMBERS)
07.TK6251	FORD F450 MECHANIC TRUCK	1FDXF46P75ED35268
07.TK6254	FORD F750 MECHANIC TRUCK	3FRWX75H18V668649
07.TK6255	2015 KENWORTH T270 MECHANICS TRUCK	2NKHMM6X2FM455160
07.TK6256	2022 KENWORTH T370 MECHANICS TRUCK	2NKHMM7X7NM143476
07.TK7254	2006 KENWORTH T300 TRUCK	2NKMHD7X96M159257
07.TK8252	FORD F550 MECHANIC TRUCK	1FDAF57P85EA17105
07.TK8258	2009 HINO 338 MECHANICS TRUCK***SOLD***	5PVNV8JM89A550163
07.TK8259	2010 KENWORTH T270 MECHANICS TRUCK	2NKHMM6X2FM455160
07.TK8260	2006 KENWORTH T300 MECHANICS TRUCK	2NKMHD6X16M139845
07.TK8261	2007 PETERBILT 335 MECHANICS TRUCK	2NPLHD7X57M681407
07.TK8262	2001 PETERBILT MECHANIC TRUCK	2NPNHD7X81M555347
07.TK8263	2021 KENWORTH MECHANIC TRUCK	2NKHMM7X9MM437279
07.TK8264	MECHANIC TRUCK - 2005 FORD F650 (WAS WCM 07.20722)	3FRWF65B05V136071
07.TK8265	MECHANICS TRUCK - 2004 KENWORTH (WAS WCM 07.04286)	2NKMHD7X54M064286
07.TK8266	WELDING TRUCK - 2017 DODGE (WAS WCM 07.17733)	3C7WRNDL7HG623773
10.CR8010	GROVE RT740B CRANE	71732
12.FK6550	SKYTRAK 6036-48 FORKLIFT	0160008272
12.FK6560	CAT DP45 FORK LIFT	5CN00201
12.FK6561	CAT V50 FORKLIFT	AT9003075
12.FK6562	MITSUBISHI FGC30N FORKLIFT (WAREHOUSE)	AF83F30381
12.FK7550	YALE FORKLIFT	N526628
12.FK7551	YALE FORKLIFT GP110	C813V02346Z
12.FK7553	IR FORKLIFT RT706H-199	164327
12.FK7554	IR FORKLIFT RT706G-1997	153443
12.FK8560	HYSTER FORKLIFT	H177B44108A
12.FK8562	TOYOTA PROPANE FORK LIFT	14890
12.ML6011	GENIE S80 4 X 4 AERIAL LIFT (MAN LIFT)	2658
12.ML6012	GENIE S60 MAN LIFT	S60XCH-46211
12.ML6013	GENIE S60 MANLIFT	S60XCH-46219
12.ML8010	2000 GENIE SCISSOR LIFT	31887
12.ML8011	GENIE GS2668 RT SCISSOR LIFT	GS6808-51816
13.BR6532	BROCE RJ-350 BROOM	403193
13.BR6534	SUPERIOR BROOM DT80CT	807668
13.BR6535	SUPERIOR DT800 BROOM	813648
13.BR6538	BROCE RCT 350 BROOM	411623
13.BR6539	BROCE RCT 350 BROOM	411624
13.BR6540	BROCE RCT350 BROOM	412032
13.BR6541	BROCE RCT350 BROOM	412033
13.BR6590	TENNANT 8210 SHOP SWEEPER	8210-1482
13.BR7537	BROCE BROOM	404207
13.BR7540	SUPERIOR DT800 BROOM	803057
13.BR8531	WALDON SM 250 SWEEPMASTER ROAD BROOM	28297-011 OR 28397-011
13.BR8534	SUPERIOR 8FT BROOM	808742
13.BR8535	SUPERIOR DT740 BROOM	818847

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13.BR8536	SUPERIOR DT74J BROOM	818848
13.BR8537	SUPERIOR DT80K CENTER MOUNTED BROOM	817751
13.TK8382	FREIGHTLINER FL70 ELGIN SWEEPER TRUCK BROOM BEAR	1FV6HJBA2YHF15293
14.DZ7011	KOMATSU D39EX-21 DOZER	1118
14.DZ7014	CAT D3GLGP DOZER (AT GREER)	CFF00672
14.DZ7020	CAT D6KXL DOZER W/GPS	FBH02668
14.DZ8011	CAT D9R DOZER	ABK006687
14.DZ8013	CAT D8T DOZER W/GPS	KPZ00393
14.DZ8020	CAT D5M LGP DOZER	3CR01860
14.DZ8021	CAT D5N LGP DOZER	AKD00295
14.DZ8040	CAT D6R XL DOZER	5LN00604
14.DZ8042	CAT D6N LGP DOZER W/GPS	ALY02602
14.DZ8043	CAT D6N LGP DOZER W/GPS	ALY03079
14.DZ8044	CAT D6N LGP DOZER W/GPS	ALY03168
14.DZ8060	CAT D8R II DOZER	6YZ00350
14.DZ8061	CAT D8R II DOZER	6YZ00392
14.DZ8062	CAT D8R II DOZER	6YZ00717
14.DZ8063	CAT D8R II DOZER	6YZ00916
14.DZ8064	CAT D8R II DOZER	6YZ01073
14.DZ8065	CAT D8R II DOZER	6YZ01279
14.DZ8066	CAT D8R II DOZER	6YZ01405
14.DZ8067	CAT D8R II DOZER	6YZ01645
14.DZ8069	CAT D8R II DOZER	6YZ01776
14.DZ8070	CAT D8R II DOZER	6YZ01813
14.DZ8072	CAT D8T DOZER W/GPS	KPZ00824
14.DZ8073	CAT D8T DOZER W/GPS	KPZ00914
14.DZ8074	CAT D8T DOZER W/GPS	J8B00572
14.DZ8075	CAT D8T DOZER W/GPS	KPZ01030
14.DZ8076	CAT D8T DOZER W/GPS	KPZ01243
14.DZ8091	CAT D10R PUSH DOZER	3KR00728
14.DZ8092	CAT D10R PUSH DOZER	3KR75033
14.DZ9050	CAT D6R XL DOZER W/ JERSEY BOX	5LN02103
15.SC8212	CAT 631E SCRAPER	1AB01460
15.SC8213	CAT 631E SCRAPER	1AB01461
15.SC8214	CAT 631E SCRAPER	1AB01462
15.SC8215	CAT 631E SCRAPER	1AB01389
15.SC8216	CAT 631E SCRAPER	1AB01407
15.SC8225	CAT 631G SCRAPER	CLR00409
15.SC8226	CAT 615C PADDLE PAN SCRAPER	9XG01892
15.SC8227	CAT 631E SCRAPER	1AB01505
15.SC8228	CAT 631E SCRAPER	1NB00914
15.SC8229	CAT 631E SCRAPER	1NB00921
15.SC8230	CAT 631E SCRAPER	1NB00923
17.LD8882	CAT 963C TRACK LOADER W/CLEARING FORK & GRAPPLE	2DS02692
17.LD8883	CAT 963C TRACK LOADER	2DS03065
17.LD8884	CAT 963C TRACK LOADER	BBD01542
17.LD8885	CAT 963C TRACK LOADER	BBD01246
17.LD8886	CAT 963C TRACK LOADER	BBD02401
23.LD6604	980H WHEEL LOADER	JMS02230
23.LD6606	980M WHEEL LOADER	KRS00378
23.LD6607	972M LOADER	A8P00615
23.LD6608	972M WHEEL LOADER	LSJ02029
23.LD6609	972M WHEEL LOADER	LSJ02036
23.LD6610	CAT 980G WHEEL LOADER	2KR02564
23.LD6611	CAT 988K WHEEL LOADER	TWX00401
23.LD6612	WA500-3 KOMATSU WHEEL LOADER	A72430
23.LD7601	WA500-3L WHEEL LOADER	A70528
23.LD7602	966G CAT WHEEL LOADER	3SW00449
23.LD7603	966G CAT WHEEL LOADER	3SW00351
23.LD7604	950G CAT WHEEL LOADER	AXX01427
23.LD7605	966G WHEEL LOADER	3SW00262
23.LD7606	WA450-5L WHEEL LOADER	A36389
23.LD7609	WA500-1LC WHEEL LOADER	A60062
23.LD7610	IT28G TOOL CARRIER	8CR02774
23.LD8802	IT28B WHEEL LOADER	1HF02343
23.LD8804	IT28F WHEEL LOADER	6FN00335
23.LD8806	IT28G WHEEL LOADER	8CR00162
23.LD8807	IT28G WHEEL LOADER	8CR03543
23.LD8808	IT28G WHEEL LOADER	8CR03791
23.LD8821	IT930G WHEEL LOADER	TWR02306
23.LD8822	IT930G WHEEL LOADER	TWR02434
23.LD8823	926M WHEEL LOADER	LTE00447
23.LD8824	930M WHEEL LOADER	KTG03841
23.SK6719	248B SKID STEER RUBBERTIRE HIGH FLOW - MILLING	SCL01778
23.SK6720	279D XPS SKID STEER	GTL05584
23.SK6721	259D SKID STEER	FTL14554
23.SK6722	259D SKID STEER	FTL17049
23.SK6723	216 CAT SKID STEER	4NZ05614
23.SK7720	CAT 257 SKID STEER (BIZZACK SHOP)	SLK00397
23.SK7725	SK-815-5N SKID STEER	A30007
23.SK8719	246B SKID STEER RUBBERTIRE*****SOLD*****	PAT02742
23.SK8726	279C SKID STEER TRACK	MBT00924
24.BH6501	CASE 580SL BACKHOE RUBBERTIRE	JJG0268381
24.BH6504	CAT 420F2 BACKHOE	HW03935
24.BH7505	KOMATSU WB-140 BACKHOE	A21567

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24.BH7508	CATERPILLAR 430E BACKHOE	SWC00493
24.BH8501	CAT 416C IT RUBBER TIRE BACKHOE	1WR08273
24.BH8503	CAT 416C RUBBER TIRE BACKHOE	5YN06635
24.BH8504	CAT 416C RUBBER TIRE BACKHOE W/HAMMER	5YN06907
24.BH8507	CAT 420D RUBBER TIRE BACKHOE	FDP00350
24.BH8510	CAT 420D RUBBER TIRE BACKHOE	FDP12767
24.BH8511	CAT 420D RUBBER TIRE BACKHOE	FDP15126
24.BH8512	CAT 420D RUBBER TIRE BACKHOE	FDP15127
24.BH8513	CAT 420D RUBBER TIRE BACKHOE	FDP15178
24.BH8514	CAT 420D IT RUBBER TIRE BACKHOE	BLN10759
24.BH8515	CAT 420D IT RUBBER TIRE BACKHOE	BLN10681
24.BH8516	CAT 430F2IT BACKHOE	HWG00362
24.BH8518	CAT 420F2IT BACKHOE	HW02910
24.FM9012	JOHN DEERE 5420 TRACTOR	LV5420P446102
24.FM9013	JOHN DEERE 6430 TRACTOR	L06430H662618
26.RT8610	CAT 773F ROCK TRUCK	EED01074
26.RT8611	CAT 773F ROCK TRUCK	EED01075
26.RT8612	CAT 773F ROCK TRUCK	EED01076
26.RT8614	CAT 773B ROCK TRUCK	63W04536
26.RT8615	CAT 773B ROCK TRUCK	63W04515
27.AT8610	CAT 730 ARTICULATED DUMP TRK	AGF00786
27.AT8611	CAT 730 ARTICULATED DUMP TRK	AGF00787
27.AT8612	CAT 730 ARTICULATED DUMP TRK	AGF00788
27.AT8613	CAT 730 ARTICULATED DUMP TRK	AGF00814
27.AT8614	CAT 730 ARTICULATED DUMP TRK	AGF00815
27.AT8615	CAT 730 ARTICULATED DUMP TRK	AGF00661
27.AT8616	CAT 730 ARTICULATED EJECTOR	B1W00162
27.AT8618	CAT 730 ARTICULATED EJECTOR	B1W00177
27.AT8619	CAT 730 ARTICULATED EJECTOR	B1W00234
27.AT8620	CAT 730 ARTICULATED EJECTOR	B1W00235
27.AT8647	CAT 740 ARTICULATED EJECTOR	B1R00318
27.AT8648	CAT 740 ARTICULATED EJECTOR	B1R00389
27.AT8649	CAT 745 ARTICULATED DUMP TRK	3T600820
27.AT8650	CAT 745 ARTICULATED DUMP TRK	3T600821
27.AT8651	CAT 745 ARTICULATED DUMP TRK	3T600830
27.AT8652	CAT 745 ARTICULATED DUMP TRK	3T600831
29.HR8405	NPK HOE RAM HAMMER 8,000 LB.	34447
29.HR8409	NPK E205 HOE RAM HAMMER 1,300 LB.	71852
29.HR8410	NPK E220 HOE RAM HAMMER 8,000 LB.	76117
29.HR8411	NPK E220 HOE RAM HAMMER 8,000 LB.	75240
29.HR8413	NPK E207 HOE RAM HAMMER 2,000 LB.	85699
29.HR8414	NPK GH-18 HAMMER 12,000 LB.	109112
29.HR8415	TRX HB750 HYDRAULIC SKID STEER HAMMER	
29.HR8416	PALADIN SFB500 SKIDSTEER HAMMER ATTACHMENT	18D855
29.HR8417	KENT KF-4 SKIDSTEER HAMMER ATTACHMENT (BUILT ON 6/12/20)	9173
29.HR8418	CAT H130ES HYD HAMMER	HHF00823
30.GR6421	LEEBOY 685 MOTOR GRADER	360
30.GR6423	CAT 12H MOTOR GRADER W/GPS	AMZ00644
30.GR6424	CAT 12H MOTOR GRADER	AMZ00944
30.GR7420	CAT 12H MOTOR GRADER	AMZ00954
30.GR7421	CAT 12H MOTOR GRADER	4XM01808
30.GR7422	CAT 12H MOTOR GRADER	AMZ00303
30.GR7424	CAT 12G MOTOR GRADER	61M15340
30.GR7425	CAT 12G MOTOR GRADER	61M08946
30.GR8420	CAT 16G MOTOR GRADER	93U03480
30.GR8421	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00060
30.GR8422	FIAT FG65C MOTOR GRADER	85S05140
30.GR8423	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00498
30.GR8424	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ01285
30.GR8425	CAT 14H MOTOR GRADER W/GPS	7WJ01968
30.GR8426	CAT 14H MOTOR GRADER W/GPS	ASE01090
30.GR8427	CAT 14H MOTOR GRADER W/GPS	ASE01497
31.EX7525	CAT 312CL EXCAVATOR	CBA03860
31.EX8520	CAT 325BL EXCAVATOR HOE RAM W/HAMMER	2JR01626
31.EX8521	KOMATSU PC290LC-11 EXCAVATOR W/ GPS	A27081
31.EX8525	CAT 345B LME EXCAVATOR	AGS00832
31.EX8526	CAT 325CL EXCAVATOR W/THUMB & HAMMER	BFE00180
31.EX8529	CAT 325CL EXCAVATOR HOE RAM W/HAMMER	BFE00853
31.EX8530	CAT 325CL EXCAVATOR W/HAMMER	CRB00971
31.EX8531	CAT 345BL ME II EXCAVATOR	AGS02329
31.EX8532	CAT 325CL EXCAVATOR HOE RAM W/HAMMER	CRB00976
31.EX8533	CAT 325CL EXCAVATOR W/ MULCHING ATTACH.	CRB00987
31.EX8534	CAT 325CL EXCAVATOR	BFE01641
31.EX8535	CAT 330CL EXCAVATOR	DKY03554
31.EX8536	CAT 330CL EXCAVATOR	KDD01057
31.EX8537	CAT 312CL EXCAVATOR W/HAMMER	CBA02416
31.EX8538	CAT 330DL EXCAVATOR	MWP01039
31.EX8539	CAT 325DL EXCAVATOR	PAL00335
31.EX8540	CAT 325DL EXCAVATOR	PAL00401
31.EX8541	CAT 345C EXCAVATOR W/HAMMER	PJW01928
31.EX8542	CAT 325DL EXCAVATOR	A3R01072
31.EX8543	CAT 325DL EXCAVATOR	A3R01064
31.EX8544	CAT 312CL EXCAVATOR	CBA04501
31.EX8545	KOMATSU PC800LC-8 EXCAVATOR	55225
31.EX8546	CAT 336EL EXCAVATOR W/ GPS	FJH00262

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31.EX8548	2018 KOMATSU PC360LC-11 EXCAVATOR	A36672
31.EX8549	CAT 336J EXCAVATOR W/ GPS	DKS00227
31.EX8551	CAT 325F LCR EXCAVATOR W/ HAMMER	NDJ20146
34.AB8813	PRO-TEC 2200-SE ARROW BOARD	256AB03
34.MM7283	MESSAGE BOARD	6489
34.MM7284	ADDCO MESSAGE BOARD	585454
34.MM8283	VER-MAC MESSAGE BOARD	2S9US4125ES132607
34.MM8284	VER-MAC MESSAGE BOARD	2S9US4128ES132617
34.MM8285	VER-MAC MESSAGE BOARD	2SPUS412XES132618
34.MM8286	VER-MAC MESSAGE BOARD	2S9US4121ES132619
34.MM8287	ADDCO DH 1000 MESSAGE BOARD	589286
34.MM8288	ADDCO 1000 ALS MESSAGE BOARD	585610
34.MM8289	ADDCO DH 1000 MESSAGE BOARD	587806
34.MM8290	ADDCO 1000 ALS MESSAGE BOARD	590835
34.MM8291	ADDCO DH 1000 ALS MESSAGE BOARD	585608
34.MM8292	ADDCO DH 1000 MESSAGE BOARD	587897
34.MM8293	MESSAGE BOARD	
34.MM8294	ADDCO DH 1000 ALS MESSAGE BOARD	589285
34.MM8295	ADDCO DH 1000 ALS MESSAGE BOARD	585590
34.MM8296	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132039
34.MM8297	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132040
34.MM8298	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132041
34.MM8299	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132042
34.MM8300	VER-MAC 3 LINE MESSAGE BOARD	2S9US412XJS132631
34.MM8301	ALLMAND ARROW BOARD	9904B416
34.MM8302	ALLMAND ARROW BOARD	256AB03
34.MM8303	ALLMAND ECLIPSE ARROW BOARD	9904B470
34.MM8304	PROTECT O FLASH ARROW BOARD	1093406
34.MM8306	ALLMAND ARROW BOARD	0298AB02
34.MM8307	ALLMAND ARROW BOARD	9007B4119
34.MM8308	PROTECT O FLASH ARROW BOARD	A93-15-001611
34.MM8309	WANCO ARROW BOARD	5F11S1014E1004484
34.MM8310	WANCO ARROW BOARD	5F11S1012E1004485
34.MM8311	WANCO WTSP MESSAGE BOARD	5F11S1011G1006289
34.MM8312	WANCO WTSP MESSAGE BOARD	5F11S101XG1006288
34.MM8313	WANCO ARROW BOARD	5F11S1012H1005556
34.MM8314	WANCO ARROW BOARD	5F11S1014H1005557
34.MM8315	WANCO ARROW BOARD	5F11S1016H1005558
34.MM8316	WANCO ARROW BOARD	5F11S1010H1005555
34.MM8317	ADDCO FLAGGER LIGHTS	1J9PF0815JD405005 / S3004
34.MM8318	ADDCO FLAGGER LIGHTS	1J9PF0817JD405006 / S3005
41.PC7045	CMI MAXIGRIND 460	2868
41.PC9000	ROCKCASTLE MATERIALS CRUSHING EQ	
43.PC7042	PEP PORTABLE SCREENING PLANT	001688
43.PC7043	READ SCREEN-ALL MODEL CV-150-D	00671
43.PC8044	KLEEMANN MS19Z SCREEN	K0540316
46.ZZ0102	H&B 4,000 LB PLANT 12	
46.ZZ0103	BARBER GREEN 10,000LB PLANT 13	
46.ZZ0104	BARBER GREEN 12,000LB PLANT 14	
46.ZZ0105	BARBER GREEN 10,000LB PLANT 15	
46.ZZ0106	ASTEC DOUBLE BARREL PLANT 16	
46.ZZ0107	ASTEC 8' DOUBLE BARREL & BAGHOUSE	
46.ZZ0110	LONDON ASPHALT PLANT-LJ	
46.ZZ0112	HEATEC TAV-25E 25,000 GAL AC TANK	
46.ZZ0113	GEN-TEC 15,000 GA AC TANK	3641
46.ZZ0114	ADM RAP BIN AND FEEDER	
46.ZZ0116	ASTEC RAP CRUSHING/FEEDER SYSTEM	
46.ZZ0119	HEATEC HC-120 HELICAL COIL HEATER	H98-213
46.ZZ0120	GENTEC AGGREGATE FEED SYSTEM	C3A11119
46.ZZ0122	HERMAN GREANT DC-70 DRYER & ACCY	0010445-0096924-1N
46.ZZ0123	ASTEC SILO & DRAG CONVEYOR	89-139
46.ZZ0124	PMI HIS CRUSHER-TYCO SCREEN	3242/50-3775
46.ZZ0125	RELIABLE COLD FEED BINS (5)	1205-12162002
46.ZZ0126	ASTEC SBH-71-17 STATIONARY BAGHOUSE	03JR0029.1
46.ZZ0127	BENSHAW MOTOR CONTROL CENTER	16136-3323
46.ZZ0128	MARKLINE BATCH HOUSE MODEL 1428	31331
46.ZZ0130	GENTEC ACCU-BATCH	21239
46.ZZ0131	GENTEC ACCU-BATCH	21239
46.ZZ0132	GENTEC ACCU-LOAD	21239
46.ZZ0133	BURNER TANK & FUEL PUMP	
46.ZZ0134	OIL-HEATER EXCHANGER	
46.ZZ0135	HAUCK STAR JET 520-E	
46.ZZ0136	ASTEC INNER/OUTER SHELL DRUM	
46.ZZ0138	TURBO RAP GATOR	
46.ZZ0139	GEAR BOX DRUM	
46.ZZ0140	PM2 BLENDING SYSTEM ASTEC	
46.ZZ0145	ASTEC PORTABLE DOUBLE BARREL 07-003 PLANT 17/15	
46.ZZ0146	WINSLOW TRUCK SCALE	84-11070-11
46.ZZ0147	STAR JET BURNER SJ4580F	
46.ZZ0148	STAR JET BURNER SJ4580F	
46.ZZ0149	COLD FEED SYSTEM	
46.ZZ0150	SCREEN DEISTER USM-2414	
46.ZZ0151	ASTEC 200 TON SILO & TRAVERSE	
46.ZZ0152	ASTEC INERTIAL SEPARATOR AND TRANSITIONS	
46.ZZ0160	EXHAUST FAN ASSEMBLY 44"	

EM Equipment

50.TK6216	FORD F650 FLAT BED/STEAM TRUCK	3FRWF6FC2BV369128
50.TK6217	2019 FORD F650 FLATBED TRUCK	1FDNF6DE0KDF02687
50.TK6218	2014 FREIGHTLINER M2-106 FLATBED	3ALACWDT2EDFJ3677
50.TK6220	2021 FORD F650 STRAIGHT FRAME	1FDNF6DC8MDF09081
50.TK6230	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	3HAMMMML4FL039795
50.TK6231	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	1HTMMML4FH554317
51.TK8361	FORD L8000 SINGLE AXLE DUMP TRUCK	1FTXR82E1TVA03542
51.TK8363	FORD F800 DUMP TRUCK SINGLE AXLE	3FEXF8018XMA07975
51.TK8365	MACK RD688S DUMP TRUCK	1M2P324C3XM045132
52.TK6202	MACK CHN613 LOWBOY	1M1AJ07YX6N004761
52.TK6203	2013 PETERBILT 389 TRACTOR	1XPXD40X4DD182418
52.TK7351	2002 PETERBILT 379	1XP5PBEX52DS85722
52.TK7352	2001 PETERBILT 379****SOLD*****	1XP5P4TXX1D560828
52.TK7353	1999 WESTERN STAR 4964EX	2WKEDDCJ3XK958209
52.TK7354	2000 PETERBILT 379	1XP5DB0X5YN512790
52.TK7355	2005 RED PETERBILT 379	1XP5D5BOX25N862132
52.TK7357	2003 PETERBILT 379- RED	1XP5DB9X93DS88465
52.TK7358	2006 PETERBILT 379	1XP5D5BOX66N632515
52.TK7371	1989 FORD L-9000	1FTYR90L4KVA18854
52.TK8351	FORD LT9000 FUEL TRUCK	1FDZA90X9JVA27851
52.TK8352	FORD LT9000 TRACTOR	1FDZA90X9SVA72712
52.TK8354	KENWORTH W900L TRACTOR	1XKWPBEX66J160415
52.TK8356	2005 STERLING L8500 W/ NATIONAL 680E 20 TON CRANE	2FZHAWDC35AN93228
52.TK8357	2018 KENWORTH W900	1XKW4PTX1J1J187092
52.TK8358	2013 MACK GU533 ROLLBACK TRUCK	1M2AX33CXDM010102
52.TK8359	2019 PETERBILT 389 LOWBOY TRUCK	1XPXP4EXXKD613891
52.TK8360	2016 PETERBILT 389 TRACTOR	2XPXD49X5GM336328
53.TK6303	MACK CH613 WATER TRUCK	1M2AA12Y0MW011685
53.TK6304	KENWORTH T800 WATER TRUCK	1XKDD8B9X6V752312
53.TK7313	90 MACK WATER TRUCK (blue)	1M2AY09C3LM005129
53.TK7315	1994 MACK WATER TRUCK	1M2AY83Y9LM005185
53.TK8305	FORD L9000 WATER TRUCK (4000 GA)	1FTY9S9B4SVA30457
53.TK8306	FORD TANDEM AXLE WATER TRUCK	1FDZS86F3WVA12985
53.TK8307	STERLING LT7500 WATER TRUCK	2FZNAJBB1XAF47144
53.TK8308	FREIGHTLINER FL80 WATER TRUCK	1FVH8XAK01HG68929
53.TK8309	INTERNATIONAL 9100 WATER TRUCK	2HSCBAHRSYC071884
53.TK8310	KENWORTH WATER TRUCK (WAS WCM 53.05362)	2NKMHD7X55M073362
54.TK6341	INTERNATIONAL 4700 DISTRIBUTOR TRUCK	1HTSCABN1YH287394
54.TK6342	FORD F750 DISTRIBUTOR TRUCK	3FRXF76P55V163576
54.TK6345	FORD F750 DISTRIBUTOR TRUCK	3FRXF75H37V396899
54.TK7342	2000 ETNYRE S2000 DISTRIBUTOR (INTERNATIONAL)	1HTSCABNXH311031
54.TK7343	2004 ETNYRE DISTRIBUTOR TRUCK (STERLING)	2FZAASAK04AM42156
54.TK7344	INTERNATIONAL ASPHALT DISTRIBUTOR TRUCK	1HTZZAAN69J085319
54.TK7345	1999 ETNYRE DISTRIBUTOR TRUCK (STERLING)	2FZHLJAA6XAA12200
54.TK7346	2002 FORD F650 DISTRIBUTOR	3FDWF65J82MA12390
54.TK7347	2004 FORD F650 SERVICE TRUCK	3FRWF65G54V610641
54.TK7348	2003 INTERNATIONAL 4300	1HTMMAAL93H554666
55.TK6320	FREIGHTLINER FL70 GREASE/FUEL	1FV6HFAA5PL416328
55.TK6323	FORD F-750 FUEL/GREASE TRUCK	3FRXF75T15V136728
55.TK6324	2020 KENWORTH T370 GREASE / FUEL TRUCK	2NKHMM7X0LM393610
55.TK6325	2020 KENWORTH T370 GREASE / FUEL TRUCK	2NKHMM7X3LM393617
55.TK6354	2012 FREIGHTLINER M2-106 SUPPLY TRUCK	1FVACXD76CDBM3323
55.TK7320	1999 MACK CL713 FUEL/GREASE TRUCK	1M2AD09C3XW007887
55.TK7321	1991 MACK RD890SX	1M2P274C7MM001114
55.TK7323	1981 MACK DMC886SX	1M2C114C7BA001045
55.TK7326	2000 MACK RD600GK-WATER TRUCK	1M3P114K5YM002187
55.TK7328	2000 MACK MS300P FUEL TRUCK	VG6M118B6YB303757
55.TK8321	FREIGHTLINER FL70 FUEL TRUCK (2000 GA)	1FV6HFAA7PL496554
55.TK8322	FORD L9000 FUEL/GREASE TRUCK	1FDYR90TXRVA16547
55.TK8323	FORD L9000 FUEL TRUCK (2000 GA)	1FDYR90L0RVA42400
55.TK8324	FORD F800 FUEL TRUCK	3FEXF8011XMA12919
55.TK8325	FORD F800 GREASE/FUEL TRUCK	3FEXF8018XMA12920
60.SB6020	2019 WEILER E2850B SHUTTLE BUGGY	E2850B-1636
60.SB7020	ROADTEC SB2500D SHUTTLE BUGGY	SB2500D-1080
60.SB7021	ROADTEC SB2500B SHUTTLE BUGGY	SB2500BX555
60.SB9020	ROADTEC SB2500 SHUTTLE BUGGY	SB2500BX549
60.SB9021	ROADTEC SB2500C SHUTTLE BUGGY	SB2500CX821
61.RW6430	BLAW KNOX RW100 ROADWIDENER	10013-09
61.RW7200	ETNYRE CHIP SPREADER	K4561
61.RW7430	BLAWKNOX RW100 ROAD WIDENER	RW100-0956-017
61.RW7432	BLAWKNOX RW195D ROAD WIDNER	RW195D176691
61.RW7434	BARBER GREEN 730 ROAD WIDENER	BG730141
62.PV6404	BLAW KNOX PF2181 RUBBER TIRE 8"	218101-89
62.PV6405	BLAW KNOX PF3200 RUBBER TIRE 10"	320032-25
62.PV6406	BLAW KNOX PF2181 RUBBER TIRE 8"	187355
62.PV6407	BLAW KNOX PF5510 TRACK 10"	55103071
62.PV6432	CAT AP1000F RUBBER TIRE 10"	AC400324
62.PV6433	CAT AP555F TRACK 8"	AP500299
62.PV6434	CAT AP1000F RUBBER TIRE 10"	AC400520
62.PV6435	CAT AP1000F RUBBER TIRE 10" 6x6	AC400426
62.PV6436	VOGELE 1700-31 8 FOOT TRACK PAVER	19820203
62.PV6437	VOGELE 2003-31 10 FOOT PAVER	09750143
62.PV6438	VOGELE 1703-31 8 FOOT RUBBER TIRE PAVER	12830187
62.PV6439	VOGELE 2003-31 10 FOOT RUBBER TIRE PAVER(SOUTH)	09750185

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62.PV7403	BLAWKNOX PF5510 TRACK 10'	551020-18
62.PV7406	BLAWKNOX PF5510 TRACK 10'	551028-65
62.PV7411	BLAWKNOX PF2181 RUBBER TIRE 8'	218101-61
62.PV9041	BLAW KNOX PF3200 RUBBER TIRE 10'	190718
64.RL6135	CAT CB543B ASPHALT COMPACTOR	4JL00183
64.RL6138	INGERSOLL-RAND DD90 ASPHALT ROLLER	170017
64.RL6140	INGERSOLL-RAND DD118HF ASPHALT ROLLER	194224
64.RL6144	2018 VOLVO DD30B ROLLER	VCE0D30BLOS272231
64.RL6145	HAMM HD+901VV ROLLER	H2420257
64.RL6148	CAT CB13 ASPHALT ROLLER (L.C. ROLLER)	PWP00465
64.RL6149	CAT CB13 ASPHALT ROLLER (L.C. ROLLER)	PWP00490
64.RL6150	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2301815
64.RL6151	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2302040
64.RL6152	CAT CB13 ASPHALT ROLLER	PWP00658
64.RL6153	CAT CB13 ASPHALT ROLLER	PWP00694
64.RL6154	HAMM HD+120VVHF	H2740057
64.RL6155	HAMM HD+120VV	H2740190
64.RL6156	HAMM HD+140VVHF	
64.RL6157	HAMM HD12VV	H2305188
64.RL7128	BOMAG BW6AS ROLLER	101550100176
64.RL7129	FERGUSON 50 TON ROLLER	10066
64.RL7134	BOMAG BW20R VIBRATORY ROLLER	2.01531E+11
64.RL7140	INGERSOLL RAND DD110HF ASPHALT ROLLER	176037
64.RL7141	BOMAG BW 11 RH PNEUMATIC	901A22202028
64.RL7142	CATERPILLAR CS533E COMPACTOR	ASL01645
64.RL7143	HAMM HD+120VV HF ASPHALT ROLLER	H1840123
64.RL7144	INGERSOLL RAND DD118HF ASPHALT ROLLER	194166
64.RL7145	HAMM HD 120V ASPHALT ROLLER	H1820149
64.RL7146	CAT CB54XW ASPHALT ROLLER	JLM00223
64.RL7147	VOLVO DD31HF ASPHALT ROLLER	VCE00D31POS276291
64.RL7149	INGERSOLL RAND DD110 ASPHALT ROLLER	155125
64.RL7150	INGERSOLL RAND DD110HF ASPHALT ROLLER	173182
64.RL7151	INGERSOLL RAND DD110HF ASPHALT ROLLER	175137
64.RL7153	BOMAG BW120AD-3 VIBRATORY ROLLER	1.01171E+11 101170513608
64.RL7156	BW172D ROLLER-1990	1.0152E+12
64.RL7158	HAMM 120 ROLLER	H1750149
64.RL8131	CAT CP563 COMPACTION ROLLER SHEEPFOOT	1YJ00380
64.RL8133	CAT CP563 COMPACTION ROLLER SHEEPFOOT	5JN00105
64.RL8134	CAT CP563 COMPACTION ROLLER SHEEPFOOT	5JN00248
64.RL8135	CAT CB534B DOUBLE DRUM STONE ROLLER	4JL00176
64.RL8138	CAT 825G COMPACTION ROLLER	6RN00339
64.RL8139	CAT CB534C COMPACTION STONE ROLLER	5HN00498
64.RL8140	CAT CS563 COMPACTION ROLLER SMOOTH	4KN00774
64.RL8141	CAT CP563D COMPACTION ROLLER SHEEPFOOT	9ZW00441
64.RL8142	CAT 825G II SHEEPFOOT ROLLER	AXB00445
64.RL8143	CAT 825G II SHEEPFOOT ROLLER	AXB00446
64.RL8144	CAT CS563C COMPACTION STONE ROLLER	9MW00564
64.RL8145	CAT 825G II SHEEPFOOT ROLLER	AXB00486
64.RL8146	CAT CP563 SHEEPFOOT ROLLER	9ZW00537
64.RL8147	CAT CB534C DOUBLE DRUM STONE ROLLER	5HN00725
64.RL8149	WACKER RD11A STONE/ASPHALT ROLLER	540835
64.RL8152	BOMAG BMP8500 TRENCH ROLLER	101720127460
69.MM9001	CAT PM201 MILLING MACHINE	PNM00211
69.MM9003	CAT PM622 MILLING MACHINE	JFC00119
69.MM9004	CAT PM622 MILLING MACHINE	JFC00176
69.MM9005	CAT PM622 MILLING MACHINE	TPH00106
69.MM9006	CAT PM822 MILLING MACHINE	SL800133
71.CM8020	GOMACO GT-6300 WALL MACHINE	MC16436-01
71.CM8022	POWER CURBER 5700B	601200367
71.CM8023	POWER CURBER 5700B	57B03060131698
71.CM8024	WRITGEN SP15i CURB MACHINE	14SP1085
71.CM8030	GOMACO EC100C CURB EXTRUDER	MC14947-40
71.PV7412	GOMACO GT6300 SLIP PAVER WALL MACHINE	900100-249
71.PV7413	GOMACO CURB MACHINE	MC1135901
71.PV8410	2018 GOMACO GP-2400 WALL/CONCRETE PAVER	912400-106
71.PV8411	2018 SITECH CAB KIT FOR GOMACO PAVER PV8410	1188J0725W
74.DR8402	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352214
74.DR8403	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352182
74.DR8404	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0018
74.DR8405	2017 ATLAS COPCO SMART-ROC 11 DRILL	TMG17SED0518
74.DR8406	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0096
74.DR8420	SANDVIK D50KS DRILL	733441
76.AC7901	IR EPE50 AIR COMPRESSOR	CA0469
88.325C422	42" BUCKET FITS 325 W/C LINK	RCW16125
88.330D661	66" BUCKET FITS 330 D LINKAGE	
88.BW8010	2017 LANDPRIDE RCR2512 12' BAT WING MOWER	1058896
88.CS7200	ETNYRE CHIP SPREADER	K4561
88.CS8096	CONCRETE SAW	
88.GP7106	GPS PAVER TRACKER SYSTEM	5500V
88.GP8010	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88.GP8011	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88.GP8101	TRIMBLE GPS SPS850 BASE STATION	
88.GP8103	TRIMBLE GPS GCS900 DUAL GRADER	
88.GP8104	SPS882 ROVER/BASE	
88.GP8105	SPS882 ROVER/RADIO KIT	49394022346

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88.GP8106	GCS900 ACCUGRADE GPS SYSTEM/D6N ON DZ8042	
88.GP8107	GCS900 ACCUGRADE GPS SYSTEM D8T ON DZ8072	
88.GP8108	GCS900 ACCUGRADE GPS SYSTEM 14H GRADER MOUNTED ON GR8426	
88.GP8109	GCS900 ACCUGRADE GPS SYSTEM D8T ON DZ8076	
88.GP8110	SITECH DUAL MS992 KIT ACCUGRADE	
88.GP8111	SITECH DUAL MS992 KIT ACCUGRADE	
88.LP6013	MAGNUM PORTABLE LIGHT PLANT	071407
88.LP6014	MAGNUM PORTABLE LIGHT PLANT	71405
88.LP6015	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0918LB113296
88.LP6016	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0911LB113298
88.LP6017	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0916LB113300
88.LP6018	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0913LB113299
88.LP6019	GENIE RL4 LIGHT PLANT	RL4J-5632
88.LP6020	GENIE RL4 LIGHT PLANT	RL4J-5663
88.LP7010	ALLMAND 695 LIGHT PLANT-2001	0037ML01
88.LP7011	LIGHTSOURCE LIGHT PLANT	328208
88.LP7012	ALLMAND LIGHT PLANT	2023PRO06
88.LP7013	ALLMAND LIGHT PLANT	2027PRO06
88.LP7014	LTP4 WACKER LIGHT PLANT-1999	763601086
88.LP7020	ALLMAND 695 LIGHT PLANT	9902ML06
88.LP8010	RADIO REPEATER STATION	
88.LP8011	ALLMAND LIGHT PLANT	
88.LP8013	ALLMAND LIGHT PLANT	
88.LP8014	ALLMAND LIGHT PLANT	1266PR008
88.LP8015	ALLMAND NL6 LIGHT PLANT	1267PR008
88.LP8090	PELICAN 9450B LIGHT SYSTEM	REMOTE LIGHTING SYSTEM
88.MH8810	2015 FECON MULCHING HEAD ATTACHMENT	00BH40E010155
88.MM6100	WACKER VP1135AW PLATE COMPACTOR	11097837
88.MM6101	WACKER VP1135AW PLATE COMPACTOR	11097838
88.MM6102	WACKER VP1135AW PLATE COMPACTOR	
88.MM6103	WACKER VP1135AW PLATE COMPACTOR	10908697
88.MM6104	WACKER VP1135AW PLATE COMPACTOR	10831480
88.MM6105	WACKER VP1135AW PLATE COMPACTOR	10831480
88.MM6106	WACKER VP2050 PLATE COMPACTOR	510029051
88.MM6230	INGERSOLL RAND AIR COMPRESSOR (SHOP)	PX6404U06030
88.MM7100	3406 CATERPILLAR GEN SET	4ZR02672
88.MM7101	CAT SR4B GENERATOR SET	8ER01441
88.MM7102	CAT GENERATOR SET	5NA03988
88.MM7104	CAT 3412 GENERATOR SET	81Z01611
88.MM7150	IR P185WJD PORTABLE COMPRESSOR	303273
88.MM7258	ORANGE CRUSH-PAVEMENT BREAKER	
88.MM7259	AFGIA GYRATORY COMPACTOR	1348
88.MM7260	AFGIA GYRATORY COMPACTOR	1076
88.MM7262	AFGIA GYRATORY COMPACTOR	1197
88.MM7263	AFGIA GYRATORY COMPACTOR	1320
88.MM7278	ALTEC CX30ATD PLANER	93CX00492
88.MM7547	RIVINIUS R600B BASE SPREADER	6B94286
88.MM7548	RIVINIUS R600B BASE SPREADER	6B96318
88.MM7549	18' DRAG BOX 92.1-140	7T3497
88.MM7550	ROME DISC	TRH2436
88.MM7621	PITTSBURG PLANT TOOLS & EQUIPMENT	
88.MM7623	MOUNT VERNON PLANT TOOLS & EQUIPMENT	
88.MM7624	WILLIAMSBURG PLANT TOOLS & EQUIPMENT	
88.MM7680	ATS SOUTHERN SHOP TOOLS & EQUIPMENT	
88.MM7681	ATS SOUTHERN SHOP MISC TRUCKS	
88.MM7682	ATS SOUTHERN LAB EQUIPMENT	
88.MM7683	ATS SOUTHERN MISC EQUIP	
88.MM8000	TROXLER 3450 GAUGE	
88.MM8001	HUSQVARNA 395XP CHAIN SAW	600436
88.MM8002	HUSQVARNA 3120XP CHAIN SAW	064000051
88.MM8004	HUSQVARNA 570 CHAIN SAW	0200069
88.MM8005	HUSQVARNA 346XP 20" CHAIN SAW	092000597
88.MM8006	HUSQVARNA 346XP 20" CHAIN SAW	092200779
88.MM8008	HUSQVARNA 365SP 18" CHAIN SAW	1300264
88.MM8009	HUSQVARNA 570 20" CHAIN SAW	080300094
88.MM8010	HUSQVARNA 346XP CHAIN SAW	7HVX0505EA
88.MM8011	STIHL 20" CHAIN SAW	282963150
88.MM8012	STIHL 18" CHAIN SAW	278307936
88.MM8013	STIHL 20" CHAINSAW MS391	293275712
88.MM8014	STIHL HEDGETRIMMER HS131	294355029
88.MM8015	STIHL CHAIN SAW	286645836
88.MM8016	STIHL CHAIN SAW	
88.MM8022	STIHL CHAIN SAW	182378045
88.MM8023	STIHL CHAIN SAW	182378044
88.MM8024	STIHL MS391 CHAIN SAW	184055840
88.MM8039	STIHL TS420 CONCRETE SAW (QUICKIE)	179687898
88.MM8040	STIHL TS420 14" CUTQUIK SAW	184312818
88.MM8041	STIHL TS42014 CUTOFF SAW	182977289
88.MM8042	STIHL TS420 SAW	180765067
88.MM8043	STIHL TS420 SAW	182217314
88.MM8044	14" STIHL TS420 SAW	181680597
88.MM8045	14" STIHL TS420 SAW	180988093
88.MM8046	14" STIHL TS420 SAW	180987891
88.MM8047	14" STIHL TS420 SAW	180988042
88.MM8048	14" STIHL TS420 SAW	180987908

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88.MM8049	STIHL TS420 CUT OFF SAW	
88.MM8050	STIHL 14" TS420 CUT-OFF SAW	179618251
88.MM8051	STIHL TS350 CONCRETE SAW	46969006
88.MM8052	STIHL TS400 CONCRETE SAW	160876653
88.MM8053	STIHL TS400 CONCRETE SAW	160876641
88.MM8055	STIHL TS400 CONCRETE SAW	64689721
88.MM8056	STIHL TS420 CONCRETE SAW	168364515
88.MM8057	STIHL TS420 CONCRETE SAW	170507606
88.MM8058	STIHL TS420 CONCRETE SAW	170507683
88.MM8059	STIHL TS400 14" CONCRETE SAW	165437698
88.MM8060	STIHL TS420 14" CONCRETE SAW	170678666
88.MM8061	STIHL TS420 CONCRETE SAW	168364559
88.MM8062	STIHL TS420 CONCRETE SAW	167970557
88.MM8063	STIHL TS420 14" CONCRETE SAW	170678665
88.MM8065	STIHL TS400 14" CONCRETE SAW	166065292
88.MM8066	SOFF-CUT ELEC CONCRETE SAW	9675
88.MM8067	STIHL CONCRETE SAW	167466184
88.MM8068	STIHL CONCRETE SAW	
88.MM8070	STIHL TS420 CONCRETE SAW	
88.MM8071	STIHL TS420 14" CONCRETE SAW	1677972495
88.MM8072	STIHL TS400 CONCRETE SAW	
88.MM8073	STIHL CONCRETE SAW	167104371
88.MM8074	STIHL TS 420 CONCRETE SAW	173069202
88.MM8076	STIHL TS 420 CONCRETE SAW	173069258
88.MM8077	STIHL TS420 CONCRETE SAW	173216454
88.MM8078	STIHL TS420 CONCRETE SAW	173283056
88.MM8079	STIHL TS420 CONCRETE SAW	175082827
88.MM8080	STIHL TS420 CONCRETE SAW	175082888
88.MM8081	STIHL TS420 CONCRETE SAW	168683177
88.MM8082	STIHL 14" QUICKSAW	176153729
88.MM8083	STIHL 14" CUTQUIK SAW	176153723
88.MM8084	STIHL 14" CONCRETE SAW	177739210
88.MM8085	STIHL TS420 CUT-OFF SAW	170507689
88.MM8086	STIHL TS420 CONCRETE SAW	179697887
88.MM8087	STIHL TS420 CONCRETE SAW	179697877
88.MM8088	STIHL TS420 CUTQUIK SAW	181680586
88.MM8089	STIHL TS420 CUTQUIK SAW	181680604
88.MM8090	STIHL TS420 CUTQUIK SAW	182012714
88.MM8091	STIHL TS420 CHOP SAW	171116838
88.MM8092	STIHL TS400 CHOP SAW	160890698
88.MM8093	STIHL TS420 14" CONCRETE CUT OFF SAW	184754215
88.MM8094	PREDATOR 4000 GENERATOR	370151708
88.MM8095	MQ WHISPERWATT PULL BEHIND GENERATOR	3767210
88.MM8097	CHAMPION GENERATOR	15JUN2700161
88.MM8098	CHAMPION GENERATOR	15JUN2700158
88.MM8100	HONDA EU1000I GENERATOR	EZGA-1212161
88.MM8102	HONDA EU1000 GENERATOR	EZGA-1150513
88.MM8103	HONDA EU1000 GENERATOR	EZGA-1151496
88.MM8104	HONDA 3800 GENERATOR	1017118
88.MM8105	HONDA EB 3500X GENERATOR	3154229
88.MM8106	HONDA EG3800 XA GENERATOR	1011875
88.MM8107	HONDA EB3800 GENERATOR	1006811
88.MM8108	HUSKY 5000W GENERATOR	CHM1520360
88.MM8109	HUSKY 5000W GENERATOR	1412364
88.MM8110	HONDA GENERATOR	4765119
88.MM8112	HONDA EU2000 GENERATOR	EAAJ-1863405
88.MM8114	HUSKY 5000W GENERATOR	CHM1520388
88.MM8115	ALL POWER 6000W GENERATOR	38008W161612
88.MM8116	MULTI-QUIP GA 2.5H GENERATOR	5559742
88.MM8117	MULTI-QUIP GA 2.5H GENERATOR	5559738
88.MM8118	HONDA GENERATOR	GC04-804923
88.MM8120	INGERSOLL-RAND GENERATOR	00008081 UA01
88.MM8121	INGERSOLL-RAND G5H GENERATOR	00124672 UA01
88.MM8122	MULTI-QUIP 2500 GENERATOR	5620293
88.MM8124	MULTI-QUIP 2500 WATT GENERATOR	5559742
88.MM8125	MULTI-QUIP 2500 WATT GENERATOR	5559825
88.MM8127	HONDA EB3500X GENERATOR	3150924
88.MM8128	UNITED POWER 5500 WATT GENERATOR	
88.MM8129	HONDA EB3500 GENERATOR	3161999
88.MM8130	ALL POWER 6000 WATT ELECTRIC GENERATOR	39008X230443
88.MM8131	GENERATOR, 1700 WATT INVERTER	8004350
88.MM8132	GENERATOR, 1700 WATT INVERTER	8004368
88.MM8134	HONDA GENERATOR EU1000I	EZGA-1255899
88.MM8135	HONDA GENERATOR	EZGA-1255813
88.MM8136	HONDA GENERATOR	EAAJ2546560
88.MM8137	HUSKY GENERATOR 5000	1411672
88.MM8138	HUSKY GENERATOR 5000	1399102
88.MM8139	PREDATOR 4000 GENERATOR	370151416
88.MM8140	PREDATOR 8750 GENERATOR	T57A14100048979
88.MM8141	MQ POWER GENERATOR GA-2.5HR	5739265
88.MM8142	6500 WATT PREDATOR GENERATOR	A1410000124
88.MM8143	6500 WATT PREDATOR GENERATOR	A1410000003
88.MM8144	6500 WATT PREDATOR GENERATOR	A1410000123
88.MM8145	6500 WATT PREDATOR GENERATOR	A1410000136
88.MM8146	TROY-BILT GENERATOR	1019472937

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88.MM8147	GENERAC GENERATOR	3001440272
88.MM8148	HONDA EG5000CL GENERATOR	GCBDDT-1414375
88.MM8149	PREDATOR 6500 GENERATOR	T6100016090021984
88.MM8150	PREDATOR 2000 INVERTER/GENERATOR	A1702002774 - 370141707
88.MM8151	1 1/2 PACIFIC HYDROSTAR WATER PUMP	98013
88.MM8152	1 1/2 SUBMERSIBLE WATER PUMP	D10268
88.MM8153	THOMPSON 6V 880 WATER PUMP	4045D
88.MM8155	1 1/2 SUBMERSIBLE WATER PUMP	423942
88.MM8156	MULTQUIP 3" WATER PUMP	3TH-16405
88.MM8157	MULTQUIP 3" WATER PUMP	3TH-16406
88.MM8158	1 1/2 SPA SUBMERSIBLE WATER PUMP	D10019
88.MM8159	2" NORTH STAR HIGH PRESSURE WATER PUMP	GC 02-721376
88.MM8160	WACKER 3" WATER PUMP	5451038
88.MM8161	1 1/2 SUBMERSIBLE WARREN WATER PUMP	562630
88.MM8162	MULTQUIP ST2005CUL 2" SUBMERSIBLE WATER PUMP	366152
88.MM8164	1 1/2 PACIFIC HYDROSTAR WATER PUMP	152 FAPL09D18655
88.MM8165	WACKER 4" WATER PUMP	5469971
88.MM8166	STIHL ROCK BOSS CONCRETE CHAIN SAW	187963142
88.MM8168	MULTQUIP 2" WATER PUMP	3429
88.MM8169	6" THOMPSON PUMP	1T9PH1212BP634031
88.MM8170	PREDATOR 6500 GENERATOR	T6100018060123814
88.MM8181	CAST POWER CP4500 WATT GENERATOR SET	1502303829
88.MM8183	CAT 1500HP GENERATOR	SYC01343
88.MM8184	YAMAHA EF2600 GENERATOR	7C20201583
88.MM8185	GENERAC IQ2000 INVERTER/GENERATOR	3001400279
88.MM8186	YAMAHA EF26 GENERATOR	7C2-0203377
88.MM8187	PREDATOR 2000 INVERTER/GENERATOR	A1712100569-370141752
88.MM8188	YAMAHA EF2600 GENERATOR	7C2-0204121
88.MM8189	YAMAHA EF2600 GENERATOR	7C2-0204124
88.MM8190	YAMAHA 2" TRASH PUMP	O9C9-0200150
88.MM8191	YAHAMA EF2600 GENERATOR	7C2-0203188
88.MM8192	YAMAHA EF5500D 5.5KW GENERATOR	0242266
88.MM8193	YAMAHA EF5500D 5.5KW GENERATOR	0242322
88.MM8194	2019 PREDATOR 2000 WATT INVERTOR GENERATOR	A1808014020
88.MM8197	STIHL BG50 LEAF BLOWER	505470584
88.MM8198	HOTSY PRESSURE WASHER	11105330-164276
88.MM8199	HUSQVARNA PW3200 PRESSURE WASHER	1023373347
88.MM8200	HUSQVARNA 3100 PRESSURE WASHER	1021427737
88.MM8201	STIHL BR550 BLOWER	274109351
88.MM8202	STIHL BG86 BLOWER	282723347
88.MM8203	STIHL BR550 BLOWER	267210687
88.MM8204	TROY-BILT BLOWER	104662
88.MM8205	STIHL BACKPACK BLOWER	292689729
88.MM8206	BR600 BACKPACK BLOWER	299157481
88.MM8207	STIHL BR600 BACKPACK BLOWER	502124703
88.MM8208	STIHL BR600 BACKPACK BLOWER	504727759
88.MM8209	STIHL BACKPACK BLOWER	275204414
88.MM8210	REDMAX LEAF BLOWER	20162001007
88.MM8211	MILLER TRAILBLAZER 30IG WELDER	67369
88.MM8212	MILLER 1250 HYPERTHEM POWERMAX 150 WELDER	1250-008314
88.MM8213	MILLERMATIC 251 MIG WELDER	LC 46408
88.MM8214	TRAILBLAZER 302 WELDER	LH 160111Q
88.MM8215	MILLER 302 TRAILBLAZER WELDER	LH 470036Q
88.MM8216	MILLER 302 TRAILBLAZER WELDER	LF 113178 STK907
88.MM8217	MILLER 302 TRAILBLAZER WELDER	LH 180137Q
88.MM8218	MILLER 302 TRAILBLAZER WELDER	LH 420120Q
88.MM8219	MILLER BOBCAT 225 WELDER	LG 028735
88.MM8220	MILLER SUITCASE XTREME 12VS WELDER	LH 400243V
88.MM8221	MILLER SUITCASE XTREME WELDER	LH 400266V
88.MM8222	MILLER SUITCASE 12VS WELDER	LE 318337
88.MM8223	LINCOLN VANTAGE 500 WELDER	U1141001215
88.MM8224	MILLER WILDCAT 200 WELDER	LK180025R
88.MM8225	MILLER X-TREME SUITCASE WELDER	MG123010V
88.MM8226	LINCOLN BULLDOG 5500 WELDER	U1170301381
88.MM8227	LINCOLN BULLDOG 5500 WELDER	U1170301381
88.MM8228	MILLER BIG BLUE 500D WELDER ON TRAILER	LJ420043E
88.MM8230	BOSCH ELECTRIC JACK HAMMER	
88.MM8231	J-AIR COMPRESSOR	03280626
88.MM8232	INGERSOLL-RAND 185 AIR COMPRESSOR	176359U89329
88.MM8233	SULLAIR 375 AIR COMPRESSOR	004-133589
88.MM8234	ATLAS COPCO 175 AIR COMPRESSOR	
88.MM8235	INGERSOLL-RAND 250 AIR COMPRESSOR	
88.MM8236	ATLAS COPCO 185 AIR COMP	HOL 6030
88.MM8237	EMGLO AIR COMPRESSOR W/ GX630 HONDA ENGINE	D093004020
88.MM8240	STIHL BR600 BACKPACK BLOWER	513209180
88.MM8251	CONCRETE VIBRATOR	
88.MM8252	CONCRETE VIBRATOR	
88.MM8253	CONCRETE VIBRATOR	
88.MM8254	CONCRETE VIBRATOR	
88.MM8255	CONCRETE VIBRATOR	
88.MM8256	CONCRETE VIBRATOR	
88.MM8257	CONCRETE VIBRATOR	
88.MM8258	CONCRETE VIBRATOR	
88.MM8259	WACKER PLATE COMPACTOR	30101096
88.MM8260	MULTIQUIP PLATE COMPACTOR	1589

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88.MM8261	INGERSOLL-RAND PLATE COMPACTOR	TG1576
88.MM8262	MIKASA P180 PLATE COMPACTOR	
88.MM8263	MIKASA PLATE COMPACTOR	
88.MM8265	INGERSOLL-RAND PLATE COMPACTOR	
88.MM8266	MIKASKA TAMPER PLATE COMPACTOR	
88.MM8267	MIKASA SANGYO SKID COMPACTOR	J 8313
88.MM8268	WACKER SKID COMPACTOR	6520530
88.MM8269	WACKER TAMPER	5465157
88.MM8271	WACKER BFS202DAS FLOOR SAW	5848732
88.MM8272	HUSQVARNA FLOOR SAW	02100010209
88.MM8273	TAMP VIBRATOR PLATE	162011203
88.MM8274	WACKER PLATE COMPACTOR	6657615
88.MM8275	STONE RAMMER (JUMPIN JACK)	172005411
88.MM8276	ALITEC CP24AT PLANER	66018
88.MM8277	CAT PC204	
88.MM8278	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88.MM8279	MILLING HEAD SKID STEER ATTACHMENT	3902980404
88.MM8280	MILLING HEAD SKID STEER ATTACHMENT	RDG 00116
88.MM8281	EZ DRILL	S2994
88.MM8282	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88.MM8283	CAT PC306B MILLING HEAD	PCT01736
88.MM8284	VERMEER V-450 TRENCHER PORTABLE	16647
88.MM8285	VERMEER 1250 WOOD CHIPPER	
88.MM8286	INGERSOLL RAND PLATE COMPACTOR	TG1582
88.MM8288	MULTIQUIP SKID PLATE	Y3235
88.MM8289	MUSTANG PLATE COMPACTOR	T0560016110020790
88.MM8290	MUSTANG PLATE COMPACTOR	T0560016110020818
88.MM8291	MUSTANG PLATE COMPACTOR	T0560016110020802
88.MM8292	MUSTANG PLATE COMPACTOR	T0560016110020860
88.MM8293	WACKER PLATE COMPACTOR	6712483
88.MM8294	MULTIQUIP PLATE COMPACTOR	D-4072
88.MM8295	MULTIQUIP PLATE COMPACTOR	B-1132
88.MM8296	BOMAG BT65 JUMPING JACK (WILSON STOCK # JJ5198)	101541315198
88.MM8297	2015 BOMAG BOMAG BT65 JUMPING JACK	101541315197
88.MM8298	WACKER PDT3A "MUD PUMP" WATER PUMP	24523336
88.MM8300	HUSQVARNA FLOOR SAW	001301389002
88.MM8301	HUSQVARNA FLOOR SAW	001300986001
88.MM8302	HUSQVARNA GX4200 SOFF CUT SAW	002010900001
88.MM8303	HUSQVARNA FLOOR SAW	
88.MM8313	TOPCON PIPE LASER	VF1096
88.MM8314	TOPCON PIPE LASER	VF1242
88.MM8315	TYPE 150	33866
88.MM8316	LASER LB-10	4900-9592
88.MM8317	SPECTRA TRIMBLE PRECISION	53031
88.MM8318	TRIMBLE SPECTRA PRECISION PIPE LASER	22612
88.MM8319	TRIMBLE PRECISION PIPE LASER	24331
88.MM8320	TRIMBLE DG711 PIPE LASER	26257
88.MM8321	SPECTRA DG711 PIPE LASER	31992
88.MM8322	SPECTRA PRECISION PIPE LASER	32473
88.MM8323	SPECTRA ROTATING LASER	
88.MM8324	SPECTRA ROTATING LASER	
88.MM8325	TOPCON TP-L5 GREEN BEAM PIPE LASER	RW0957
88.MM8326	SPECTRA LL300S ROTATING LASER LEVEL	18201858
88.MM8336	KENCO BARRIER WALL TONGS	SF05051707-A-9
88.MM8337	KENCO BARRIER WALL TONGS	SF19121712A9
88.MM8338	KENCO 32" PIPE TONGS	SF11091917
88.MM8339	KENCO BARRIER WALL TONG	SF59120617
88.MM8340	KENCO BARRIER WALL TONG	SF60121317
88.MM8341	TRIMBLE MS750	
88.MM8342	TRIMBLE MS750	
88.MM8343	GPS MS750 CONTROLLER	
88.MM8344	TRIMBLE SITE TABLET	TR-SPS930152200
88.MM8357	GPS TSC2 CONTROLLER	
88.MM8359	GPS CONTROLLER SSC25A6665 (SS25A17794 SC11.32)	
88.MM8360	TSURUMI 3" SUBMERSIBLE WATER PUMP	47562991118
88.MM8361	YAMAHA EF2600 GENERATOR	7C2-0204232
88.MM8362	STIHL TS420 CONCRETE SAW	42383510501
88.MM8433	TOPCAN BLAWKNOX PAVER ELECTRONICS	
88.MM8434	TOPCON 5500V SYST V2 TRACKER	10320570/13020563
88.MM8435	BERGER TRANSIT LEVEL	3000P-0214
88.MM8464	TRIMBLE SITEVISION	
88.MM8468	CAT PC306B MILLING HEAD	PCT00450
88.MM8469	CAT PC305B MILLING HEAD	HFP00858
88.MM8470	CAT PC305B MILLING HEAD	HFP00861
88.MM8471	BROOM SKID STEER ATTACHMENT	139257
88.MM8472	BROOM SKID STEER ATTACHMENT	AZN02792
88.MM8473	BROOM SKID STEER ATTACHMENT	DBP00675
88.MM8474	BROOM SKID STEER ATTACHMENT	AZN01627
88.MM8475	BROOM SKID STEER ATTACHMENT	ACE00828
88.MM8476	BROOM SKID STEER ATTACHMENT	FX802254
88.MM8481	TRENCHER SKID STEER ATTACHMENT	JAJ 9154
88.MM8482	TRENCHER SKID STEER ATTACHMENT	JAJ 00801
88.MM8483	TRENCHER SKID STEER ATTACHMENT	JAJ 1449
88.MM8484	TRENCHER SKID STEER ATTACHMENT	JAJ02089
88.MM8486	BRUSH SKID STEER ATTACHMENT	PRSS2G000268

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88.MM8487	BLADE SKID STEER ATTACHMENT	PRSSDB001400
88.MM8488	ROCK SKID STEER ATTACHMENT	ADP00595
88.MM8489	ROCK LOFTNESS SKID STEER ATTACHMENT	64-5-89
88.MM8490	LODGERING SKID STEER ATTACHMENT	901B
88.MM8491	FORK SKID STEER ATTACHMENT	RCW 19399
88.MM8492	SKID STEER FORKS	
88.MM8493	BURCHLAND MATERIAL ROLLER (SKID STEER ATTACHMENT)	0707029
88.MM8495	DAVID WHITE TRANSIT LEVEL	B159747
88.MM8496	DAVID WHITE TRANSIT LEVEL	18656
88.MM8497	DAVID WHITE TRANSIT LEVEL	A 502121
88.MM8498	DAVID WHITE TRANSIT LEVEL	A57863
88.MM8499	DAVID WHITE TRANSIT LEVEL	0804
88.MM8500	DAVID WHITE TRANSIT	816043
88.MM8501	DAVID WHITE LT8-30LP TRANSIT	814017
88.MM8502	SPECTRA AL24M AUTO LEVEL	886782
88.MM8511	CLEMCO ABRASIVE BLAST MACHINE	19480
88.MM8514	IR BALLOON LIGHT	123391-UB62
88.MM8515	IR BALLOON LIGHTS	129213UB62
88.MM8516	IR BALLOON LIGHT	123387
88.MM8517	AIR STAR BALLOON LIGHT	0C808562
88.MM8518	IR BALLOON LIGHT	129197-UB62
88.MM8519	Hydra Power Core Drill Mounted on Home Made Trailer	1269760
88.MM8530	IT28 FORKS 72"	CL0605
88.MM8531	IT 28 LOADER FORKS	
88.MM8532	IT 28 LOADER FORKS	C00383
88.MM8533	IT 28 LOADER FORKS	76021-1
88.MM8534	IT 28 LOADER FORKS	77142-01
88.MM8535	IT FORKS	RCW 12391
88.MM8536	IT FORKS	RCW14475
88.MM8546	LANDPRIDE DRAG BOX	1043661
88.MM8547	REYNOLDS LS14 DRAG BOX	35632
88.MM8548	Cut Quick 14" Stihl (Quick Saw)	173773530
88.MM8549	Cut Quick 14" Stihl (Quick Saw)	173773516
88.MM8550	Cut Quick 14" Stihl (Quick Saw)	173773536
88.MM8551	CUTQUIK 14" STIHL SAW TS420	176153539
88.MM8552	STIHL 14" CUTQUIK SAW	177781700
88.MM8553	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053963
88.MM8554	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010731
88.MM8555	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010708
88.MM8556	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053960
88.MM8557	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010600
88.MM8558	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024769
88.MM8559	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053945
88.MM8560	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H054002
88.MM8561	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024871
88.MM8562	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024639
88.MM8563	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H0246736
88.MM8564	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H054003
88.MM8565	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H023996
88.MM8566	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H015842
88.MM8567	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H015840
88.MM8568	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H083356
88.MM8571	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H080723
88.MM8572	MASTER 75K BTU DIESEL FORCED AIR HEATER	160502669
88.MM8573	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701585
88.MM8574	MASTER 75K BTU DIESEL FORCED AIR HEATER	160700198
88.MM8575	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701687
88.MM8576	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701539
88.MM8577	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16006739
88.MM8578	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16016333
88.MM8579	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16004928
88.MM8580	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16008862
88.MM8581	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15001075
88.MM8582	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15003224
88.MM8583	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15002433
88.MM8584	DEWALT KEROSENE HEATER	17002448
88.MM8585	DEWALT KEROSENE HEATER	17001777
88.MM8586	DEWALT HEATER	15003344
88.MM8587	STIHL 14" QUICKIE CONCRETE SAW	185161026
88.MM8588	WACKER PT2A 2" TRASH WATER PUMP	24443790
88.MM8589	WACKER PT3A 3" TRASH PUMP	24441565
88.MM8590	TSURUMI 2" SUBMERSIBLE PUMP W/ FLOAT- ELECTRIC	18593089633
88.MM8591	WACKER 3" WATER PUMP	24441565
88.MM8592	TITAN GAS POWERED POST DRIVER	
88.MM8593	MULTIQUIP MVH128GH REVERSIBLE PLATE COMPACTOR	E1151
88.MM8600	MANHOLE VENTILATOR & RETRACTABLE LIFELINE	LINE/GFP156859---BLOWER/278283
88.MM8601	KENCO BARRIER WALL TONG 30,000LB CAPACITY	SF11041819
88.MM8602	KENCO BARRIER WALL TONG 30,000LB CAPACITY	5188101909
88.MM8610	WATER METER	34047661
88.PB7901	MCPHERSON M40F PIT BURNER-2003	0503430
88.PB8901	PIT BURNER	
88.PL8925	TOPCON TPL4GV	VF0442
88.PL8926	TOPCON TP-LS GREEN BEAM PIPE LASER	RU0911
88.PL8930	TOPCON PIPE LASER TPL4GV	VF1251
88.PL8931	TOPCON TP-L4GC PIPE LASER	VF1704

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88.PL8936	AGTEC GRADE LASER	0532
88.RL8103	RAMMAX P33HMR ROLLER	330887
88.RL8148	WACKER TRENCH ROLLER	5645229
88.SB7901	FINN B260TD STRAW BLOWER-1999	2755RB
88.SB8901	FINN B70 BALE STRAW BLOWER	SD2933
88.SE6001	5300 BTU PRESSURE WASHER	03070177
88.SE6104	DIAMON CORE SAW MOUNTED ON TK	1301248
88.SE6930	TRIMBLE GPS MACHINE	3417011SM
88.SE6931	TRIMBLE TSC7 GPS	DAD181101018
88.TB8601	KUNDEL 8' X 10' MAN HOLE TRENCH BOX	6528
88.TB8602	KUNDEL 8'X10' MAN HOLE TRENCH BOX	12666
88.TB8603	KUNDEL 8' X 10' TRENCH BOX	15823
88.TB8604	KUNDEL 7' TRENCH SHORING SYSTEM	N/A
88.TB8605	GME 4L88 8' X 8' TRENCH BOX	M01061151-2
88.TB8606	GME 8M824 8' X 24' TRENCH BOX	T0103551-2
88.TB8607	GME 8M824 8' X 24' TRENCH BOX	T0103552-2
88.TB8608	GME 8M824 8' X 24' TRENCH BOX	T0103549-2
88.TB8609	GME 8M824 8' X 24' TRENCH BOX	T0103550-2
88.TB8610	GME 8M824 8' X 24' TRENCH BOX	T0103553-2
88.TB8611	GME 8M824 8' X 24' TRENCH BOX	T0103554-2
88.TB8612	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2-1
88.TB8613	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2
88.TB8614	6' X 16' TRENCH BOX	N/A
88.TB8615	6' X 16' TRENCH BOX	N/A
88.TB8616	8' X 16' TRENCH BOX	N/A
88.TB8617	8' X 16' TRENCH BOX	21867
88.TB8620	4' X 20' TRENCH BOX	21137
88.TB8621	10' X 12' TRENCH BOX	18697
88.TB8622	10' X 12' TRENCH BOX	21631
88.TB8623	8' X 20' TRENCH BOX	19475
88.TR8850	MOBILE OFFICE TRAILER	98-321
88.TR8851	MOBILE OFFICE TRAILER	153711
88.TR8856	STORAGE CONTAINER / OFFICE	GWCU256591
88.TR8861	8 X 10 STORAGE CONTAINER	
88.TR8863	STORAGE CONTAINER	ACL02118408
88.TR8866	8 X 10 STORAGE CONTAINER	WSDU4013650
88.TR8867	8 X 10 STORAGE CONTAINER	
88.TR8868	STORAGE CONTAINER	PWC1727-1888
88.TR8871	STORAGE CONTAINER (LONDON SHOP)	
88.TR8872	STORAGE CONTAINER (LONDON SHOP)	
88.TR8873	40' STORAGE POD	
88.TR8874	STORAGE CONTAINER	DS10RZS1009
88.TR8875	STORAGE CONTAINER	KKTU-768131
88.TR8876	STORAGE CONTAINER	KKTU-713500
88.TR8877	STORAGE CONTAINER	PW47296
88.TR8878	STORAGE CONTAINER	PWD2041
88.TR8879	STORAGE CONTAINER	PW200470
88.TR8880	STORAGE CONTAINER	PW26215
88.TR8881	STORAGE CONTAINER	MAEU2307821
88.TR8882	8' X 20' STORAGE POD	UGMU8612384
88.TR8883	8' X 20' STORAGE POD	5FWUS1621MR027423
88.TR8884	8' X 10' STORAGE CONTAINER	**
88.TR8885	8' X 10' STORAGE CONTAINER	ANYU110214
88.TR8886	8' X 10' STORAGE CONTAINER	
88.TR8887	8 X 16 STROAGE POD	UGMU8590515
88.WB8960	CONCRETE FLOOR SAW	
88.WP7919	(ON HILL DOWN) GR 16C2-F4L912 WATER PUMP	1156063
88.WP8919	THOMPSON 6V 880 WATER PUMP 6"	4045D
88.WP8928	GORMAN RUPP 6" WATER PUMP	1424063
88.WP8929	GODWIN CD150M 6" WATER PUMP	18646494/03
88.WT6303	WATER TANK FOR TRUCK	
88.WT6304	WATER TANK FOR TRUCK 4000 GA	
88.WT6305	WATER TANK FOR TK8305	T422
88.WT6306	WATER TANK 3500 GAL	
88.WT6307	WATER TANK 3500 GAL	
88.WT6308	WATER TANK 3500 GAL	
88.WT6309	WATER TANK 3500 GAL	
88.WT8720	WASTE OIL TANK 1000 GAL	
90.FT6800	100 GAL BULK FUEL TANK	
90.FT6801	100 GAL BULK FUEL TANK	
90.FT6802	100 GAL BULK FUEL TANK	
90.FT6803	100 GAL BULK FUEL TANK	
90.FT6804	100 GAL BULK FUEL TANK	
90.FT6805	100 GAL BULK FUEL TANK	
90.FT6806	100 GAL BULK FUEL TANK	
90.FT6807	100 GAL BULK FUEL TANK	
90.FT6808	100 GAL BULK FUEL TANK	
90.FT6809	100 GAL BULK FUEL TANK	
90.FT6810	100 GAL BULK FUEL TANK	
90.FT6811	100 GAL BULK FUEL TANK	
90.FT6812	100 GAL BULK FUEL TANK	
90.FT6813	100 GAL BULK FUEL TANK	
90.FT6814	100 GAL BULK FUEL TANK	
90.FT6815	100 GAL BULK FUEL TANK	
90.FT6816	100 GAL BULK FUEL TANK	

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90.FT6817	100 GAL BULK FUEL TANK	
90.FT6818	100 GAL BULK FUEL TANK	
90.FT6819	100 GAL BULK FUEL TANK	
90.FT6820	100 GAL BULK FUEL TANK	
90.FT6821	100 GAL BULK FUEL TANK	
90.FT6822	100 GAL BULK FUEL TANK	
90.FT6823	100 GAL BULK FUEL TANK	
90.FT8700	FUEL TANK OFF ROAD	
90.FT8704	FUEL TANK OFF ROAD DIESEL	
90.FT8705	FUEL TANK OFF ROAD	
90.FT8708	FUEL TANK OFF ROAD DIESEL	
90.FT8709	FUEL TANK ON ROAD DIESEL	
90.FT8710	FUEL TANK GASOLINE	
90.FT8711	PITTSBURG FUEL TANK OFF ROAD DIESEL	TANK# 1 VERTICAL
90.FT8712	JASPER FUEL TANK OFF ROAD DIESEL	12,00 GAL. TANK
90.FT8713	SOMERSET FUEL TANK OFF ROAD DIESEL	10,000 GAL. TANK
90.GB1001	PETRO TOWERY GASBOY FUEL SYSTEM	GASBOY
91.BLDG1	OLD FRANKFORT PIKE BLDG - LAB	
91.BLDG2	2051 ENTERPRISE CIRCLE - SHOP	
91.BLDG3	BUILDING IMPROVEMENTS - LAB	
91.BLDG4	2016 SOUTHER SHOP CAPITALIZATION	
91.BLDG5	SOUTHERN SHOP ROOF/CONC SLAB	
91.BLDG6	JASPER BUILDING 1	
91.BLDG7	JASPER BUILDING 2	
91.BLDG8	JASPER BUILDING 3	
91.ZZ0129	MARK LINE MODEL 1265	
91.ZZ0137	NCAT ASPHALT FURNACE	
98.CMP1	COMPUTER SOFTWARE	
98.CMP2	COMPUTER EQUIPMENT	
98.IMP01	LAB IMPROVEMENTS	
98.OE1	OFFICE EQUIPMENT-COMPUTERS	
98.OE10	4 DELL OPTIPLEX 330 COMPUTERS	
98.OE11	COMPUTER	
98.OE12	COMPUTER	
98.OE13	COMPUTER	
98.OE14	COMPUTER	
98.OE15	COPIER- ENGINEERING ROOM	
98.OE17	2017 CANNON COPIER - ENGINEERING ROOM	
98.OE2	HEAVY BID ADVANCED-SOFTWARE	
98.OE3	DELL PRECISION M6300	
98.OE4	LAPTOP COMPUTERS	
98.OE5	COMPUTER	
98.OE6	3D SOFTWARE	
98.OE7	COPIER	
98.OE8	COMPUTERS	
98.OE9	COMPUTER	
98.OF1	CONF. TABLE, SOFA, CHAIRS	
98.OF2	DRAFTING TABLE, CABINET	
98.OF3	OFFICE FURNITURE	
99.ALLEN	PARTS AND FUEL FOR ALLEN CO EQUIPMENT	
99.ATS	Shop Rebuilds	
99.ATS.CA	ATS CORP ASSET	
99.BIZ	BIZZACK EQUIPMENT	
99.EX9901	RENTAL CAT 308 EXCAVATOR	FJX08669
99.EX9902	RENTAL CAT 305 EXCAVATOR	H5M00873
99.LT6095	2013 CHEVROLET SILVERADO - SHON HAMPTON	1GCRKTE74DZ186233
99.MM9100	CAT 725KW Generator-Williamsburg Plant	3H3C302567T366581
99.MM9101	CAT 1250KW GENSET AND TRAILER - GENERATOR	24Z05885
99.PV1054	HAROLD BARGO TAHOE	
99.PV1124	HAROLD R. LINDON III #4234	PERSONAL VEHICLE
99.PV3575	LARRY T. YOUNG #10518	PERSONAL VEHICLE
99.PV3932	TERRY W. CURTIS #11335	PERSONAL VEHICLE 1C6RD7FP1CS298244
99.PV3977	TERRY L. WEBER #9708	PERSONAL VEHICLE
99.PV4260	KEITH COLLINS #11334	PERSONAL VEHICLE
99.PV5254	JOSEPH MULLINS #13993	PERSONAL VEHICLE
99.PV6161	EDDIE DUNN #3162	PERSONAL VEHICLE
99.PV6265	ADAM LAWSON	PERSONAL VEHICLE
99.PV6266	STEVE LAWSON	PERSONAL VEHICLE
99.PV6325	PHILLIP CLARK #10751	PERSONAL VEHICLE
99.PV6981	WILLIAM GLOVER #9130	PERSONAL VEHICLE
99.PV7223	JOSHUA A. BOWLDS #8592	PERSONAL VEHICLE
99.PV7746	STEVE LITTLETON #14088	PERSONAL VEHICLE
99.PV7937	SAMMY LEE #11497	PERSONAL VEHICLE
99.PV8657	JAMES FAULKNER #13275	PERSONAL VEHICLE
99.PV8668	BILLY JOEL HAWKINS #15059	PERSONAL VEHICLE
99.PV8842	AARON TY LITTLETON #10425	PERSONAL VEHICLE
99.PV9557	GREGORY SCOTT #14950	PERSONAL VEHICLE
99.PV9558	MICHAEL WISDOM	PERSONAL VEHICLE
99.PV9559	JOHN KELTNER	PERSONAL VEHICLE
99.RE0001	RENTAL-ATS- CAT CS56B ROLLER	S5601335
99.RE0002	RENTAL ATS- CAT 289D	
99.RE0003	RENTAL ATS-259D	
99.RE0013	RENTAL-ATS- CAT 279 SKID STEER	GTL05810
99.RE0014	RENTAL-ATS-CAT 259 SKID STEER	FTL17369
99.RE0015	RENTAL-ATS-CAT 308 EXCAVATOR	FJX08472

EM Equipment

99.RE0016	RENTAL-ATS-CAT 259 SKID STEER	CW904463
99.RE0017	RENTAL-ATS-CAT 289 SKID STEER	TAW04630
99.RE0018	RENTAL-ATS-CAT 289 SKID STEER	TAW12558
99.RE0019	RENTAL-ATS-CAT 289 SKID STEER	TAW10055
99.RE0020	RENTAL-ATS-CAT 226 SKID STEER	HRD003348
99.RE0021	RENTAL-ATS-CAT 305 EXCAVATOR	H5M04038
99.RE0022	RENTAL-ATS-CAT 226 SKID STEER	HRD04178
99.RE0023	RENTAL-ATS-CAT 279 SKID STEER	GTL06680
99.RE0024	RENTAL-ATS-HAMM H12 ROLLER	H2351413
99.RE0038	RENTAL-ATS-LITE PLANT	I240PR02V12
99.RE0042	RENTAL- ATS- CAT CB13 ROLLER	PWP00349
99.RE0044	RENTAL- ATS CAT CB54 ROLLER	JLM00803
99.RE0045	RENTAL-ATS CAT CB54 ROLLER	P8P00388
99.RE0046	RENTAL-ATS CAT 246 SKID STEER	KC601081
99.RE0047	RENTAL-ATS LITEPLANT	I593PR0214
99.RE0048	RENTAL- ATS CAT 289D SKID STEER	TAW108867
99.RE0052	RENTAL- ATS CAT TL1055D TELEHANDLER	ML500496
99.RE0053	K AND K ELGIN BROOM SWEEPER TRUCK	IFVACXDT99HAG5889 / J3195D
99.RE0054	RENTAL-ATS- CAT CS64B ROLLER W/GPS	C5600203
99.RE0055	RENTAL-ATS-CAT 279 SKIDSTEER	RB901614
99.RE0056	RENTAL-ATS-CAT 279 SKIDSTEER	RB901614
99.RE0057	RENTAL-ATS-CAT 289 SKIDSTEER	TAW07494
99.RE0059	RENTAL-ATS-CAT 308 MINI EXCAVATOR W/THUMB	FJX13506
99.RE0060	RENTAL- CAT 259 SKID STEER	FTL12152
99.RE0061	RENTAL- CAT 236 SKID STEER	KXL01429
99.RE0063	RENTAL - CAT CB10 ASPHALT ROLLER	P8P00388
99.RE0064	RENTAL - CAT 279 SKID STEER	RB902594
99.RE0065	RENTAL - FREIGHTLINER VAC TRUCK	
99.RE0067	RENTAL - CAT 279 SKID STEER	GTL06945
99.RE0068	RENTAL - BOMAG BMP8500 TRENCH ROLLER	I01720125079
99.RE0069	RENTAL-ATS-CAT 242 SKID STEER	DZT04938
99.RE0070	RENTAL-ATS-CAT 259 SKID STEER	FTL12324
99.RE0071	RPO-VOGELE 2003-3I	975.01
99.RE0073	RPO-VOGELE 2003-3I (SOUTH)	975.01
99.RE0074	RPO-VOGELE 1700-3I (RFOOT)	19820203
99.RE0075	RENTAL-ATS-BROCE BROOM	411243
99.RE0076	CAT 420F2 BACKHOE	HW03093
99.RE0077	CAT D3 XL DOZER	KF202359
99.RE0078	CAT D3 XL DOZER	KF207139
99.RENTAL	ATS RENTED EQUIPMENT	
99.RL9901	RENTAL CAT CS56 ROLLER W/GPS	L8H00746
99.RL9902	RENTAL CAT CB54 ROLLER	JLM00803
99.RL9903	RENTAL CAT CB54 ROLLER	RJN00339
99.RL9904	RENTAL HAMM H12 ROLLER	H2351413
99.SK9901	RENTAL CAT 259 SKID STEER	FTL17369
99.SK9902	RENTAL CAT 259 SKID STEER	CW904463
99.SK9903	RENTAL CAT 289 SKID STEER	TAW04630
99.SK9904	RENTAL CAT 289 SKID STEER	TAW05346
99.SK9905	RENTAL CAT 259 SKID STEER	FTL16034
99.SK9906	RENTAL CAT 289 SKID STEER	TAW06758
99.SK9907	RENTAL CAT 226 SKID STEER	HRD02690
99.SK9908	RENTAL CAT 226 SKID STEER	HRD04178
99.SK9909	RENTAL CAT 279 SKID STEER	GTL06680
RM.COVPMT	RM COVENANT PMTS	
RM.GOOD	RM GOODWILL	
RM.QDEVEL	RM QUARRY DEVELOPMENT	



Andy Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF EEO AND CONTRACT COMPLIANCE
Room 395, Capitol Annex
702 Capital Avenue
Frankfort, Kentucky 40601
(502) 564-2874
Fax (502) 564-1055

Holly M. Johnson
Secretary

Yvette M. Smith
Executive Director

August 23, 2021

ATTENTION: L-M Asphalt Partners, Ltd. dba ATS Construction

Subject: Certification

Your company has been certified to do business with the Commonwealth of Kentucky pursuant to Kentucky's Equal Employment Opportunity Act, KRS 45.550 to 45.640. The one-year certification **expires August 30, 2022.**

You will receive a recertification notice at least ten (10) business days before the expiration date.

Please call (502) 564-2874 if you have questions regarding your certification.

Sincerely,

Yvette M. Smith
Executive Director



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

www.transportation.ky.gov/

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

April 26, 2022

Dear Contractor:

The Transportation Cabinet has issued the enclosed Certificate of Eligibility which indicates the maximum amount of work permitted to be under contract at anyone time, as a prime contractor. The Construction Prequalification Committee has approved those types of work for which your organization is considered qualified to bid or accept a subcontract on highway projects in Kentucky.

This certificate will expire at the end of your current fiscal year, or calendar year whichever is applicable as provided by Internal Revenue Service Regulations, but will be extended for 120 days to permit sufficient time for filing new data and renewal of eligibility without loss of bidding capacity.

Please examine the certificate carefully and note that it may not grant eligibility for all of the types of work requested in your application. If you should have reasons to request for reconsideration of types of work permitted by the Transportation Cabinet, please see our website for information and instructions on how to request additional work items.

New prequalified contractors will need to purchase or download the latest edition of the Standard Specifications for Road and Bridge Construction and the Supplemental Specification Manual. First time bidders should pay special attention to Section 102, Bidding Requirements and Conditions, and Section 103, Awards and Execution of Contracts. The Standard Specifications for Road and Bridge Construction and Supplemental Specification Manual may be obtained by visiting the Division of Construction website at www.transportation.ky.gov/construction/.

Sincerely,

A handwritten signature in cursive script that reads "Shella J Eagle".

Shella J Eagle, Administrative Branch Manager
Division of Construction Procurement
Prequalification Branch
502-782-4815
shella.eagle@ky.gov

se/rla
Enclosure



Certificate No.
A - 2022
01947

Certificate of Eligibility

Issued By
Commonwealth of Kentucky
Transportation Cabinet

This certifies that **L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION**
3009 ATKINSON AVENUE STE 400
LEXINGTON, KY 40509

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **December 31, 2022** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

- A GRADE AND DRAIN
- B PORTLAND CEMENT CONCRETE PAVING
- C1 ASPHALT PAVING OPTION B
- C2 ASPHALT PAVING OPTION A
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- I37 TRAFFIC CONTROL
- I38 BITUMINOUS MILLING & TEXTURING

Date Issued: April 25, 2022

By

State Highway Engineer
Department of Highways

Attachment C: Similar Jobs

Year	Project	Description	County	Contract Total
2018	618006	NEW CIRCLE RD (KY4)-FAYETTE-NHPP 2681 (033) - CID 181213	Fayette	\$ 42,006,018.66
2020	620012	LFUCG-CLAYS MILL ROAD IMPROVEMENTS-17-2020	Fayette	\$ 10,683,653.39

Attachment D

Contract	Description	Customer	Project No	County Location	Name of Road	Contract Letting/Bid Date	Contract ID No.
622520.00	KNOX CO CID 222223 KY 1232	5341	FD05 061 1232 000-004	KNOX	BARBOURVILLE ROAD KY 1232	3/24/22	222223
622519.00	ROCKCASTLE CID 221012 US 25	5341	STP 5201 (008)	ROCKCASTLE	US-25	3/24/22	221012
622512.00	WHITLEY CO I75-BURNT CAR PVMT REHAB 2022	5341		WHITLEY	I-75		201034
622510.00	222166 WHITLEY GORDON HILL KY 312	5341	FD05 118 0312 000-002	WHITLEY	Gordon Hill KY 312	2/24/22	222166
622509.00	222019 LAUREL DIXIE STREET KY 2391	5341	FD05 063 2391 000-001	LAUREL	DIXIE STREET KY 2391	2/24/22	222019
622508.00	LAUREL CID 222145 US 25	5341	FD05 063 0025 019-024	LAUREL	LIVINGSTON ROAD US 25	1/27/22	222145
622507.00	CLAY CID 222157 KY 873 ELK MOUNTAIN	5341	FD05 026 0873 000-004	CLAY	ELK MOUNTAIN ROAD KY 873	1/27/22	222157
622506.00	CLAY CID 222014 HWY 421	5341	FD05 026 0421 000-006	CLAY	US 421	1/27/22	222014
622505.00	WHITLEY CID 221003 I75 MP 24.3 - 27.9	5341	NHPP IM 0752(103)	WHITLEY	I-75	1/27/22	221003
622127.00	CALL 340 FAYETTE- NEWTOWN PIKE	5341	FD050340922001- 004	FAYETTE	NEWTOWN PIKE	4/28/22	222306
622126.00	CALL 325 FAYETTE- LIBERTY RD C	5341	FD050341927000- 003	FAYETTE	LIBERTY ROAD	4/28/22	222257
622125.00	CALL 201 FAYETTE- CLARK I-64 CO	5341	121GR22D019	FAYETTE- CLARK	I-64	4/28/22	221319

JC Contracts

622114.00	CALL 315 FAYETTE- OLD FRANKFOR	5341	FD050341681004- 006	FAYETTE	OLD FRANKFORT PIKE	3/17/22	222094
622112.00	CALL 108 FAYETTE- RUSSELL CAVE	5341	HSIP 5205(022)	FAYETTE	RUSSELL CAVE ROAD	3/24/22	224403
622105.00	CALL 306 FAYETTE- LEESTOWN RD	5341	222190	FAYETTE	LEESTOWN RD	2/24/22	306
622101.00	CALL 315 FAYETTE- GEORGETO WN R	5341	222131	FAYETTE	GEORGETO WN RD	1/27/22	315
621562.00	ROCKCASTLE CO CID NO. 212518 US 25	5341	FD05 102 0025 012-016	ROCKCASTL E	US 25	12/10/21	212518
621561.00	CLAY CO CID NO. 212489 HAL RODGERS THIN LIFT	5341	FD05 026 9006 010-014	CLAY	HAL ROGERS PARKWAY	12/10/21	212489
621559.00	WHITLEY CO CID NO. 212454 KY 90	5341	FD05 118 0090 000-003	WHITLEY	KY 90	11/19/21	212454
621555.00	LAUREL CO CID NO. 213190 VARIOUS ROUTES	5341	063GR21R115- CB06	LAUREL	VARIOUS ROUTES	10/22/21	213190
621554.00	WHITLEY CO CID NO. 212415 KY 26	5341	FD05 118 0026 000-004	WHITLEY	KY 26	10/22/21	212415
621553.00	WHITLEY CO CID NO. 212414 KY 11	5341	FD05 118 0011 000-003	WHITLEY	KY 11	10/22/21	212414
621552.00	KNOX CO CID 212418 KY 830	5341	FD05 061 0830 000-001	KNOX	KY 830	10/22/21	212418
621551.00	WHITLEY CO CID NO. 213189 VARIOUS ROUTES	5341	118GR21R114- CB06	WHITLEY	VARIOUS ROUTES	9/24/21	213189

JC Contracts

621550.00	ROCKCASTLE CO CID 213177 VARIOUS ROUTES	5341	102GR21R058- CB06	ROCKCASTL E	VARIOUS ROUTES	10/22/21	213177
621549.00	CLAY CO CID 211340 HAL ROGERS PARKWAY	5341	FD04 026 9006 015-020	CLAY	PARKWAY	9/24/21	211340
621548.00	WHITLEY CO CID NO 212367 KY 6	5341	FD05 118 0006 000-001	WHITLEY	KY 6	9/24/21	212367
621547.00	LAUREL CO CID NO 212099 KY 80	5341	FD05 063 0080 015-020	LAUREL	KY 80	9/24/21	212099
621546.00	CLAY CO CID NO. 212104 ONEIDA KY 66	5341	FD05 026 0066 028-033	CLAY	KY 66	9/24/21	212104
621544.00	LAUREL CO CID NO. 212340 HWY 25	5341	FD05 063 0025 000-010	LAUREL	US 25	8/20/21	212340
621543.00	CLAY CO CID NO. 213132 VARIOUS ROUTES	5341	026GR21R066- CB06	CLAY	VARIOUS ROUTES	7/23/21	213132
621542.00	LAUREL CO CID NO. 211327 HWY 490 HSIP	5341	HSIP 5318 (004)	LAUREL	EAST BERNSTADT- LIVINGSTON ROAD (KY 490)	7/23/21	211327
621532.00	WHITLEY CO CID NO. 212242 KY 26	5341	FD05 118 0026 003-006	WHITLEY	WOFFORD - ROCKHOLDS (KY 26)	6/25/21	212242
621531.00	LAUREL CO CID NO. 212094 KY 192	5341	FD05 063 0192 003-013	LAUREL	KY 192	6/25/21	212094
621516.00	CLAY CO CID NO. 213088 VARIOUS ROUTES	5341	026GR21R037- CB06	CLAY	VARIOUS ROUTES	4/23/21	213088

JC Contracts

621515.00	WHITLEY CO CID NO. 213085 VARIOUS ROUTES	5341	118GR21R014- CB06	WHITLEY COUNTY	VARIOUS ROUTES IN WHITLEY COUNTY	4/23/21	213085
621514.00	KNOX CO CID NO. 213081 VARIOUS ROUTES	5341	061GR21R032- CB06	KNOX	VARIOUS ROUTES	4/23/21	213081
621513.00	WHITLEY CO CID NO. 212218 KY 3422	5341	FD05 118 3422 002-005	WHITLEY	LIBERTY SCHOOL ROAD KY 3422	4/23/21	212218
621512.00	WHITLEY CO CID NO. 212217 KY 1481	5341	FD05 118 1481 000-003	WHITLEY	PINEY GROVE KY 1481	4/23/21	212217
621504.00	ROCKCASTLE CO CID NO. 213071 KY 1249	5341	CB06 102 1249 009-015	ROCKCASTL E	SAND SPRINGS ROAD KY 1249	3/19/21	213071
621502.00	ROCKCASTLE CO KY 70 CID 212036	5341	FD05 102 0070 000-007	ROCKCASTL E	WILLAILLA ROAD (KY 70)	2/19/21	212036
621204.00	CALL 300- FAYETTE- OLD FRANKFO	5341	FD390341681004- 005	FAYETTE	OLD FRANKFORT PIKE (KY 1681)	11/19/21	212478
621203.00	CALL 200 FAYETTE- I- 75/I-64 CID 211049	5341	034GR21D049- NHPP	FAYETTE	I-75/I-64	11/19/21	211049
621179.00	CALL 426 FAYETTE - VARIOUS CID 213162	5341	034GR21R093- CB06	FAYETTE	VARIOUS ROUTES		213162
621172.00	CALL 200- US 25 AND US 27 CID	5341	034GR21P064- NHPP	FAYETTE	US 25 AND US 27	8/20/21	212337
621167.00	CALL 105 FAYETTE- MERCER RD CT	5341	CM 3003 (336)	FAYETTE	MERCER ROAD (KY 1257)	7/23/21	211324
621164.00	CALL 104 SCOTT- I-75 CID 211029 JV HHP	5341	NHPP IM 0755(030)	SCOTT	I-75	7/23/21	211029

JC Contracts

621152.00	CALL 103 HARRODSBU RG RD CID 212055	5341	NHPP 9040 (047)	FAYETTE	HARRODSBU RG RD (US 68)	6/25/21	212055
621115.00	CALL 316 FAYETTE- VERSAILLES R	5341	FD050340060006- 008	FAYETTE	VERSAILLES RD (US 60)	3/19/21	212056
621106.00	CALL 404 FAYETTE- VARIOUS CID	5341	034GR21R027- CB06	FAYETTE	VARIOUS	2/19/21	213057
621102.00	CALL 313- FAYETTE- MAN O'WAR (5341	FD05 034 1425 000-002	FAYETTE	MAN O'WAR (KY 1425)	1/29/21	212027
620519.00	KY 80 & 490 LAUREL CO CID 202319	5341	063GR209040- NHPP & STP	LAUREL	KY 80 AND KY 490	12/11/20	202319
620518.00	WHITLEY CO I75 REHAB CID 201034	5341	NHPP 0751(090)	WHITLEY	I-75		201034
620515.00	KY 461 ROCKCASTLE CO. CID 202106	5341	NHPP 9040(028)	ROCKCASTL E	LAKE CUMBERLAN D ROAD (KY 461)	10/9/20	202106
620514.00	KY 26 WHITLEY CO. CID 202149	5341	STP 9040(035)	WHITLEY	ROCKHOLDS- WOODBINE KY 26	10/9/20	202149
620502.00	PARKSIDE RD/LEVI RD (KY2388)- LAUREL-CID 202105	5341	FD05 063 2388 000-001	LAUREL	PARKSIDE RD/LEVI RD (KY 2388)	3/20/20	202105
620500.00	KY 2438 & KY 472 - CLAY - 026GR20P01 8-FD05 CID 202048	5341	026GR20P018 - FD05	CLAY	KY2438 & KY 472	2/21/20	202048
619549.00	CUMBERLAN D FALLS HWY (US25W) - WHITLEY - CID 192387	5341	FD05 118 025W 026-033	WHITLEY	CUMBERLAN D FALLS HIGHWAY (US 25W)	11/22/19	192387

JC Contracts

619546.00	CUMBERLAN D GAP PARKWAY (US25E)- KNOX- CID192371	5341	061GR19P065 - FD05 & FD04	KNOX	CUMBERLAN D GAP PARKWAY (US25E)	10/25/19	192371
619545.00	GREENMOU NT BOND RD (KY 3630) - LAUREL- CID 192380	5341	FD05 063 3630 000-002	LAUREL	GREENMOU NT BOND ROAD (KY 3630)	10/25/19	192380
619544.00	FOGERTOW N RD (KY 472)-CLAY- FD 05 0472 003-006 CID 192382	5341	FD05 026 0472 003-006	CLAY	FOGERTOW N ROAD (KY 472)	10/25/19	192382
619543.00	WEST LAUREL RD (KY 192) - LAUREL- HSIP 9010 (408) CID 194130	5341	HSIP 9010 (408)	LAUREL	WEST LAUREL ROAD (KY 192)	10/25/19	194130
619539.00	VARIOUS ROUTES - LAUREL - 063GR19R09 5-CB06 CID 193348	5341	063GR19R095- CB06	LAUREL	VAIROUS ROUTES	9/20/19	193348
619536.00	VARIOUS ROUTES - CLAY - 026GR19R07 5-CB06 CID 193169	5341	026GR19R075- CB06	CLAY	VARIOUS ROUTES	8/23/19	193169
619535.00	KY 11 - HSIP 5286 (015) - CLAY - CID 194124	5341	HSIP 5286 (015)	CLAY	KY 11	8/23/19	194124

JC Contracts

619533.00	SAXTON RD (KY 1804)- WHITLEY- FD05 118 1804 000- 003 CID 192242	5341	FD05 118 1804 000-003	WHITLEY	SAXTON ROAD (KY 1804)	7/26/19	192242
619532.00	MASTER ST (KY 312) - KNOX - FD05 061 0312 000-001 CID 192250	5341	FD05 061 0312 000-001	KNOX	MASTER ST (KY 312)	7/26/19	192250
619531.00	BRIGHT SHADE RD (KY 2467) FD05 026 2467 002- 004 CID 192272	5341	FD05 026 2467 002-004	CLAY	BRIGHT SHADE RD (KY 2467)	7/26/19	192272
619530.00	I-75 ROCKCASTLE /LAUREL121 GR19D016- NHPP IM CID 191222	5341	121GR19D016- NHPPIM	ROCKCASTL E/LAUREL	I-75	7/26/19	191222
619524.00	VARIOUS WHITLEY - 118GR19R03 9-CB06 CID 193136	5341	118GR19R039- CB06	WHITLEY	VARIOUS	6/21/19	193136
619523.00	VARIOUS- ROCKCASTLE 102GR19R03 5-CB06 CID 193132	5341	102GR19R035- CB06	ROCKCASTL E	VARIOUS	6/21/19	193132
619521.00	LONDON/LIV INGSTON RD (US25)- LAUREL-CID 192200	5341	FD05 063 0025 016-020	LAUREL	LONDON TO LIVINGSTON RD (US25)	5/24/19	192200

JC Contracts

619520.00	I-75 REHAB - ROCKCASTLE - CID 191026 NHPP IM 0753 (101)	5341	NHPP IM 0753 (101)	ROCKCASTL E	I-75	5/24/19	191026
619512.00	JELLICO/WIL LIAMSBURG RD (US 25W) - WHITLEY - CID 192175	5341	FD05 118 025W 006-013	WHITLEY	JELLICO TO WILLIAMSBUR G RD (US 25W)	4/26/19	192175
619511.00	LONDON/SO MERMSET RD (KY80) - LAUREL - CID 192173	5341	FD05 063 0080 000-005	LAUREL	LONDON TO SOMERSET ROAD (KY80)	4/26/19	192173
619509.00	5TH ST (KY727) - WHITLEY - FD05 118 0727 002- 004 CID 192071	5341	FD05 118 0727 002-004	WHITLEY	5TH STREET (KY 727)	3/22/19	192071
619508.00	KY 92 - WHITLEY - FD05 118 0092 009- 011 - CID 192076	5341	FD05 118 0092 009-011	WHITLEY	KY 92	3/22/19	192076
619507.00	BARBOURVIL LE RD(KY11)- CLAY- FD05 026 0011 000-009 CID 192035	5341	FD05 026 0011 000-009	CLAY	BARBOURVI LLE RD (KY 11)	3/22/19	192035
619506.00	HAL ROGER PRKWAY (KY80)- LAUREL- HSIP 0803 (211) CID 194207	5341	HSIP 0803 (211)	LAUREL	HAL ROGERS PARKWAY (KY 80)	3/22/19	194207

JC Contracts

619505.00	HAL ROGERS PRKWY- LAUREL- NHPP 0804(020) - CID 192106	5341	NHPP 0804(020)	LAUREL	HAL ROGER PARKWAY	3/22/19	192106
619504.00	CMBLD FALLS RD(KY90)- WHITLEY- FD05 118 0090 002- 009 CID192031	5341	FD05 118 0090 002-009	WHITLEY	CUMBERLAN D FALLS ROAD (KY90)	2/22/19	192031
619503.00	JOHNSON RD (KY 472)- LAUREL- FD05 063 0472 007- 012 CID 192033	5341	FD05 063 0472 007-012	LAUREL	JOHNSON ROAD (KY 472)	2/22/19	192033
619502.00	BARBOURVIL LE RD (KY 6)- KNOX-FD05 061 0006 000-005 CID 192032	5341	FD05 061 0006 000-005	KNOX	BARBOURVI LLE RD (KY6)	2/22/19	192032
619501.00	CLAY CO. US421 - FD05 026 0421 028- 033 CID 192102	5341	FD05 026 0421 028-033	CLAY	MANCHESTE R TO MCKEE RD (US421)	2/22/19	192102
619220.00	KYTC CALL 317- NEW CIRCLE RD CID 192315	5341	FD050340004010 014	FAYETTE	NEW CIRCLE ROAD (KY 4)	10/25/19	192315
619206.00	KYTC CALL 404- VARIOUS ROUTES- FAYETTE CID 193344	5341	034GR19R091- CB06	FAYETTE	VARIOUS ROUTES	9/20/19	193344

JC Contracts

619205.00	KYTC CALL 310 BRYAN STATION ROAD (KY57) CID192314	5341	FD050340057000- 002	FAYETTE	BRYAN STATION ROAD (KY 57)	9/20/19	192314
619204.00	CALL 309- NICHOLASVI LLE RD RESURF CID 192320	5341	FD050340027003- 006	FAYETTE	NICHOLASVI LLE RD (US 27)	9/20/19	192320
619193.00	KYTC CALL 312- FAYETTE- OLD FRANKFORT PIKE CID 192333	5341	FD05 034 1681 000-005	FAYETTE	OLD FRANKFORT PIKE	8/23/19	192333
619183.00	KYTC CALL 104 FAYETTE I- 75 EXIT RAMP AT MAN O WAR CID191039	5341	STPM 0754 (064)	FAYETTE	I-75 SB RAMP TO MAN O WAR BLVD	7/26/19	191039
619160.00	KYTC CALL 401 GEORGETO WN RD (US 25) CID192183	5341	034GR19P043- FD05	FAYETTE	GEORGETO WN ROAD (US 25)	6/21/19	192183
619159.00	KYTC CALL 314 NEW CIRCLE ROAD (KY 4) CID 192228	5341	FD05 034 004 007-009	FAYETTE	NEW CIRCLE ROAD (KY 4)	6/21/19	192228
619109.00	KYTC CALL 407- FAYETTE- PARKERS MILL CID192129	5341	034GR19035- FD05&FE01	FAYETTE	PARKER'S MILL	3/22/19	192129
619101.00	KYTC CALL 323 FAYETTE (TODD'S ROAD) CID192107	5341	FD05 034 1927 006-009	FAYETTE	TODD'S ROAD	2/22/19	192107

JC Contracts

619011.00	KYTC I-75 LAUREL - NHPP IM 0752 (059) - CID 191245	5341	NHPP IM 0752 (059)	LAUREL	I-75	10/25/19	191245
619007.00	KYTC KEAVY- LONDON RD (KY 363) - LAUREL - CID 191038	5341	FD04 SPP 063 0363 009-010	LAUREL	KEAVY- LONDON RD (KY-363)	7/26/19	191038
619003.00	KYTC I-75- LAUREL CO- NHPP IM 0752 (100)- CID 191210	5341	NHPP IM 0752 (100)	LAUREL	I-75	3/22/19	191210
618542.00	KNOX - WOODBINE CONNECTOR (KY3606) CID 182400	5341	FD05 061 3606 000-002	KNOX	WOODBINE CONNECTOR (KY 3606)	12/7/18	182400
618537.00	VARIOUS ROUTES- WHITLEY 118GR18R05 4-CB06 CID 183306	5341	118GR18R054- CB06	WHITLEY	VARIOUS	10/26/18	183306
618536.00	VARIOUS ROUTES- ROCKCASTLE 102GR18R05 3-CB06 CID 183305	5341	102GR18R053- CB06	ROCKCASTL E	VARIOUS	10/26/18	183305
618535.00	VARIOUS ROUTES- KNOX 061GR18R05 5-CB06	5341	061GR18R055- CB06	KNOX	VARIOUS	10/26/18	183307
618534.00	KY 92 - WHITLEY CO - FD05 118 0092 011- 017 CID 182347	5341	FD05 118 0092 011-017	WHITLEY	WILLIAMSBU RG TO SUTTONS MILL RD (KY 92)	9/21/18	182347

JC Contracts

618530.00	RIVER FORESTRY RD- LAUREL- FD05 063 0909 000-002 CID 182334	5341	FD05 063 0909 000-002	LAUREL	ROCKCASTL E RIVER FORESTRY ROAD (KY 909)	8/24/18	182334
618526.00	VARIOUS ROUTES- CLAY- 026GR18R06 1-CB016 CID 183161	5341	026GR18R061- CB06	CLAY	VARIOUS ROUTES	7/27/18	183161
618525.00	HAL ROGERS PKWY - CLAY - CID 181030	5341	NHPP 0804 (019)	CLAY	HAL ROGERS PARKWAY (PW-9006)	7/27/18	181030
618520.00	KY 11/KY 66- CLAY- 026GR18P01 0 - FD05 CID182050	5341	026 GR18P010- FD05	CLAY	KY11 & KY66	6/22/18	182050
618519.00	LONDON- LIVINGSTON RD (US25)- FD05 102 0025 000-005 CID 182265	5341	FD05 102 0025 000-005	ROCKCASTL E	LONDON- LIVINGSTON RD (US 25)	6/22/18	182265
618518.00	LONDON TO TYNER RD(KY 30) - LAUREL- CID 182274	5341	FD05 063 0030 000-004	LAUREL	LONDON TO TYNER ROAD (KY 30)	10/30/18	182274
618517.00	BRIGHT SHADE ROAD (KY 2467) - CLAY - CID 182260	5341	FD05 026 2467 000-003	CLAY	BRIGHT SHADE ROAD (KY 2467)	6/22/18	182260
618511.00	VARIOUS ROUTES- LAUREL- 063GR18R02 2-CB06 CID 183122	5341	063GR18R022- CB06	LAUREL	VARIOUS	5/25/18	183122

JC Contracts

618510.00	I-75 PAVING - ROCKCASTLE NHPP IM 0753 (100) CID 181217	5341	NHPP IM 0753 (100)	ROCKCASTL E	I-75	5/25/18	181217
618507.00	SAXTON RD(KY 1804)- WHITLEY- FD05 118 1804 002- 006 CID 182119	5341	FD05 118 1804 002-006	WHITLEY	SAXTON ROAD (KY1804)	4/27/18	182119
618506.00	RED BIRD RD (KY-66)- CLAY-FD05 026 0066 006-010 CID 182084	5341	FD05 026 0066 006-010	CLAY	RED BIRD ROAD (KY66)	4/27/18	182084
618504.00	BROWNING ACRES RD (KY2989)- FD05 118 2989 000- 002 CID 182074	5341	FD05 118 2989 000-002	WHITLEY	BROWNING ACRES RD (KY 2989)	3/23/18	182074
618503.00	MAIN ST N. (US 25)- LAUREL- FD05 063 0025 012- 014-CID 182120	5341	FD05 063 0025 012-014	LAUREL	MAIN STREET NORTH (US 25)	3/23/18	182120
618501.00	CORBIN BYPASS-KY 3041- WHITLEY- FD05118304 000-002 CID182053	5341	FD05 118 3041 000-002	WHITLEY	CORBIN BYPASS KY3041	1/26/18	182053

JC Contracts

618500.00	KYTC - KY11/KY229 - KNOX - 061 GR 18 P009- FD05 CID 182045	5341	061GR18P009- FD05	KNOX	KY 11 & KY229	1/26/18	182045
618187.00	KYTC - VARIOUS ROUTES FAYETTE - 034GR18R04 3-CB06 CID 183251	5341	034GR18R043- CB06	FAYETTE	VARIOUS	8/24/18	183251
618186.00	KYTC - CALL 307 - LEESTOWN RD (US 421)	5341	FD05 034 0421 000-003	FAYETTE	LEESTOWN (US 421)	8/24/18	182339
618166.00	KTYC - CALL 205 - FAYETTE- SCOTT I-75	5341	121GR18D021- NHPP	FAYETTE- SCOTT	I-75	7/27/18	181029
618146.00	KYTC - BCTC PARK LOT 18400 CID 184004	5341	FE01 034 8213 000-001	FAYETTE	BCTC PARKING LOT	5/25/18	184004
618145.00	KYTC - WOODFORD - LEESTOWN RD RESUFACING CID 182088	5341	FD05 120 0062 015-017	WOODFORD	LEESTOWN	5/25/18	182088
618144.00	KYTC - FAYETTE - MAN O WAR RESURFACIN G CID 182213	5341	FD05 034 1425 000-001	FAYETTE	MAN O'WAR	5/25/18	182213

JC Contracts

618143.00	KYTC - FAYETTE - LEESTOWN RD RESURFACING CID 182176	5341	FD05 034 0421 004-009	FAYETTE	LEESTOWN	5/25/18	182176
618142.00	KYTC - NEW CIRCLE (KY4) RESURFACING CID 182198	5341	FD05 0340 0004 002-005	FAYETTE	NEW CIRCLE KY 4	5/25/18	182198
618141.00	KYTC - CALL 204 - FAYETTE - VARIOUS INTERSECTIONS CID 184216	5341	121GR18T008-HSIP	FAYETTE	VARIOUS	5/25/18	184216
618140.00	KYTC - CALL 203 - FAYETTE - RICHMOND	5341	121GR18T006-HSIP-SLX-FD05	FAYETTE	RICHMOND ROAD (US 25)	5/25/18	184213
618124.00	NEWTOWN PIKE(KY 922)- FAYETTE-FD05 034 0922 005-010 CID182160	5341	FD05 034 0922 005-010	FAYETTE	NEWTOWN PIKE (KY 922)	4/27/18	182160
618113.00	KYTC - FAYETTE-HARRODSBURG ROAD RESURFACING CID182124	5341	FD05 034 0068 003-006	FAYETTE	HARRODSBURG ROAD	3/23/18	182124
618014.00	KYTC GEORGETOWN NW BYPASS (US 460) - SCOTT - CID 181239	5341	STP 4601 (048)	SCOTT COUNTY	GEORGETOWN NORTHWEST BYPASS (US 460)	12/7/18	181239

JC Contracts

618009.00	KYTC CUMBERLAN D GAP PKWY (US 25E)- KNOX/LAURE L-CID 181219	5341	121GR18D019- NHPP	KNOX- LAUREL	CUMBERLAN D GAP PKWY (US25E)	6/22/18	181219
618006.00	KYTC NEW CIRCLE RD (KY4)- FAYETTE- NHPP 2681 (033)-CID 181213	5341	NHPP 2681 (033)	FAYETTE	NEW CIRCLE ROAD (KY 4)	4/27/18	181213
618000.00	I-75 ROCKCASTLE - 102GR18D00 1-NHPP IM - CID 181001	5341	102GR18D001- NHPP IM	ROCKCASTL E	I-75	1/26/18	181001

Estimated Total Active Contract Amount: \$210,500,000.00

Estimated Completed from last reconcile: \$126,300,00.00

Remaining on Contracts: \$84,200,000.00



Attachment E
L-M Asphalt Partners, Ltd. dba ATS Construction

Principal Officers, Managers and Superintendents of the Organization

Name	Position	Years of Experience	Magnitude and Type of Work	Capacity
Steven L. Lawson	CEO/Owner	20+	Highway Grading, Asphalt Paving and Utility Construction	Overall Company Administration
Brian R. Billings	President	25+	Highway Grading and Asphalt Paving Construction	Company Administration and Engineering
Harry L. Burchett	Vice President	30+	Highway Grading and Utility Construction	Engineering
Tyler Eric Walton	Contracting Engineer	3+	Grading and Asphalt Construction	Contract Administration and Engineering
Paul Corum III	Secretary	10+	Highway Grading, Asphalt Paving and Utility Construction	Administration
Rodney Martin	CFO	15+	Highway Grading, Asphalt Paving and Utility Construction	Administration
Keith Vance	Paving Superintendent	30+	Heavy highway, Airport, and Residential Paving	Field Superintendent
Todd Mcdaniel	Project Engineer, Manager, & Estimator	10+	Highway Asphalt Paving, Grading, and Concrete Construction	Engineering
Dylan Murphy	Project Engineer, Manager, & Estimator	10+	Highway Drainage, Grading, and Concrete Construction	Engineering
Jamie Davis	Grading Superintendent	25+	Highway and Residential Grading, Drainage, and Concrete Construction	Field Superintendent