

PART III

Invitation to Bid No. 38-2015

Asphalt Repair for Tennis and Basketball Courts

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: April 6, 2015

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

This Proposal Submitted by C & R Asphalt, LLC

415 Rebmann Ln. Lexington KY 40504
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as C & R Asphalt, LLC
"a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for Asphalt Repair for Tennis & Basketball Courts having examined the Plans and Specifications with related documents, having examined the site for 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 a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

~~Addendum No. ___ Date None~~
~~Addendum No. ___ Date _____~~
~~Addendum No. ___ Date _____~~
~~Addendum No. ___ Date _____~~
~~Addendum No. ___ Date _____~~
~~Addendum No. ___ Date _____~~
~~Addendum No. ___ Date _____~~
~~Addendum No. ___ Date _____~~

*Questions and answers
reviewed on-line.*

Mark Benfro

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

2. LEGAL STATUS OF BIDDER

Bidder C & R Asphalt, LLC

Date April 6, 2015

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Mark F. Renfro, bearing the official title of Sales/Estimator, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

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

* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

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

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

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is Mark F. Renfro and he/she is the individual submitting the bid or is the authorized representative of C&R Asphalt, LLC, the entity submitting the bid (hereinafter referred to as "Bidder").
 2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
 3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
 4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
 5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
 6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "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.

Mark Renfro
(Affiant)

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mark Renfro on this the 6 day of April, 2015.

My Commission expires: 9-26-15

Sherry Blamack 452043
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. 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.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG’s decision on the bid amount is final.

The LFUCG reserves the right to award bid based on any combination of items in the best interest of the government.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
1.	<p>Provide all labor, tools, equipment and materials to refurbish ALL existing pavements, apply asphalt overlay, repair cracks, and apply new color coat and striping for Shillito, Meadowthorpe, Waverly and Lou Johnson Park respective tennis/basketball courts as requested per said specific project, within Lexington, KY as per contract documents & plans , in accordance with the Contract Documents</p> <p><i>two hundred fourteen thousand, four hundred</i> Dollars and</p> <p><i>zero</i> Cents (Lump Sum)</p>	1	LS	\$ <i>214,400.00</i>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
2.	Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Shillito Park</u> tennis courts as requested per said specific project, within Lexington, KY as per contract documents & plans , in accordance with the Contract Documents Eighty-eight thousand nine hundred ^{thirty} Dollars <u>zero</u> Cents (Lump Sum)	1	LS	\$ <u>88,930.00</u>
3.	Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Meadowthorpe Park</u> tennis courts as requested per said specific project, within Lexington, KY as per contract documents & plans , in accordance with the Contract Documents thirty thousand five hundred ^{fifty} Dollars <u>zero</u> Cents (Lump Sum)	1	LS	\$ <u>30,550.00</u>
4.	Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Waverly Park</u> tennis courts as requested per said specific project, within Lexington, KY as per contract documents & plans , in accordance with the Contract Documents seventy-two thousand seven hundred ^{twenty} Dollars <u>zero</u> Cents (Lump Sum)	1	LS	\$ <u>72,720.00</u>

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
5.	Provide all labor, tools, equipment and materials to refurbish existing pavements, repair cracks, and apply new color coat and striping for <u>Lou Johnson Park</u> basketball courts as requested per said specific project, within Lexington, KY as per contract documents & plans, in accordance with the Contract Documents <u>twenty-two thousand two hundred</u> Dollars <u>zero</u> Cents (Lump Sum)	1	LS	\$ <u>22,200.00</u>

LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

DESCRIPTION OF WORK	UNIT PRICE	
1. Stone Bag Inlet Protection	<u>\$1.50</u>	EA
2. Silt Fence	<u>\$3.75</u>	LF
3. Tree Protection/ Construction Fence	<u>\$5.00</u>	LF
4. Grass Seed Mix	<u>\$3,900.00</u>	AC
5. Straw Mulch	<u>\$0.48</u>	SF
6. Concrete installed	<u>\$640.00</u>	CY
7. #57 stone	<u>\$27.00</u>	TN
8. Blk coated chain link fence 10'-9ga. Core	<u>\$41.00</u>	LF
9. Blk, coated fence post 10", 3" dia	<u>\$110.00</u>	EA

10. Chain Link Fence Gate	<u>\$ 425.00</u>	EA
11. Court Color Coating	<u>\$ 9.96</u>	SY
12. Basketball Court Striping – 2"	<u>\$ 0.75</u>	LF
13. Tennis Court Striping – 2"	<u>\$ 0.80</u>	LF
14. Asphalt Surface	<u>\$ 112.00</u>	TN
15. Asphalt Base	<u>\$ 105.00</u>	TN
16. Demolition & Removal or Bit. Concrete	<u>\$ 1.00</u>	QY SF
17. Guardian Crack Repair or Equal	<u>\$ 3.00</u>	LF
18. Nilex Petromat or Equal	<u>\$ 2.00</u>	SY

Submitted by:

C & R Asphalt, LLC

Firm

415 Rebmann Lane

Address

Lexington, KY 40504

City, State & Zip

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

Mark F Renfro, Sales, Estimator

Signature of Authorized Company Representative – Title

Mark F. Renfro

Representative/s Name (Typed or Printed)

859-255-0077

Area Code – Phone – Extension

859-255-2570

Fax #

markrenfro.cr@gmail.com

E-Mail Address

OFFICIAL ADDRESS:

C & R Asphalt, LLC

415 Rebmann Lane

Lexington, KY 40504

_____ (Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. 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: C & R Asphalt, LLC
- 2. Permanent Place of Business: 415 Rebmann Lane, Lexington KY 40504
- 3. When Organized: Feb 1993
- 4. Where Incorporated: N/A
- 5. Construction Plant and Equipment Available for this Project:
4 Pavers, 12 Dump Trucks, 13 Skid Steers,
5 Excavators, 20 Trailors, 14 Rollers, 3 sealer
trucks/tanks, 3 milling machines, 4 mechanical
brooms, 20 pick-up trucks, construction barricades

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division 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:

Smith Manus (Surety)

Signed: James Martin (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Lon Hayes</u>	<u>Lexington, KY</u>	<u>\$7,950</u>
<u>TMMK</u>	<u>Georgetown, KY</u>	<u>\$21,000</u>
<u>Roederer Correctional Complex</u>	<u>LaGrange, KY</u>	<u>\$16,500</u>
<u>C. Carter</u>	<u>Lexington, KY</u>	<u>\$28,700</u>
_____	_____	_____

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	<u>None</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>Gary Taylor</u>	<u>Paving Foreman</u>	<u>17 yrs</u>
<u>Brett Muncie</u>	<u>Paving Foreman</u>	<u>17 yrs</u>
<u>Mark Garrett</u>	<u>Seal/Stripe Foreman</u>	<u>6 yrs</u>
_____	_____	_____
_____	_____	_____

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>All work to be</u>	<u>performed by</u>	<u>Prime</u>	<u>Contractor.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>All work to be performed by Prime contractor.</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a

MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

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

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclack@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycvy.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@pcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	pamuhammad@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 38-2015

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
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.

C&R Asphalt, LLC

Company

April 6, 2015

Date

Mark Renfro

Company Representative

Sales Estimator

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 38-2015

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

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

C & R Asphalt, LLC

Company

April 6, 2015

Date

Mark Penfo

Company Representative

Sales / Estimator

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 38-2015

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

Company Name	Contact Person
Address/Phone/Email	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

(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.

C&R Asphalt, LLC
Company
April 6, 2015
Date

Mark Renfro
Company Representative
Sales Estimator
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 38-2015

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.

C&R Asphalt, LLC
 Company
April 6, 2015
 Date

Mark Ruffo
 Company Representative
Sales / Estimator
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 38-2015

All work to be performed by Prime Contractor

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

C&R Asphalt, LLC

 Company
April 6, 2015

 Date

Mark Renfro

 Company Representative
Sales Estimator

 Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, 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 _____. Check the statement applicable.
6. This offer is for 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.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Rick Roy

POSITION/TITLE: Executive V.P of operations

STATEMENT OF EXPERIENCE: Co-Founder, Co-Owner of C & R Asphalt
Wp over 20 years of experience

NAME OF INDIVIDUAL: Gary Taylor

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: Over 17 year of experience
With asphalt paving, milling and finishing. Equipment
operator with extensive experience.

NAME OF INDIVIDUAL: Brett Muncie

POSITION/TITLE: Foreman

STATEMENT OF EXPERIENCE: Over 17 years of asphalt
paving, milling and finishing experience. Extensive
experience with grading, preparing and demolition
of pre-asphalt surfaces.

NAME OF INDIVIDUAL: Mark Garrett

POSITION/TITLE: Foreman

STATEMENT OF EXPERIENCE: Experience exceeding 6 years
in sealing, striping, crack preparation and filling.

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

10. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

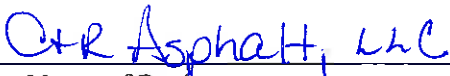
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of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

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

Bidders

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


Signature


Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 – 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 quoted above 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.

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of C & R Asphalt, LLC

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

12. WORKFORCE ANALYSIS FORM

Name of Organization: CJR Asphalt, LLC Date: 04 / 06 / 2015

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	3	3	-					3	-
Professionals	4	4	-					4	-
Superintendents	1	1	-					1	-
Supervisors									
Foremen	7	5	-	1	-	1	-	6	-
Technicians	23	12	-	2	-	9	-	23	-
Protective Service									
Para-Professionals									
Office/Clerical	3	1	2					1	2
Skilled Craft									
Service/Maintenance	3	3	-					3	-
Total:	44	29	2	3		10		42	2

Prepared By: Mark Renfro

13. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: CJR Asphalt, LLC Employee ID: _____
 Address: 415 Rebmann Lane Lexington, KY 40504 Phone: _____

Project to be insured: 38-2015; Asphalt Repair for Tennis & Basketball Courts

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w/endorsement as noted	\$			

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting. See attached

Agency or Brokerage _____ Name of Authorized Representative _____
 Street Address _____ Title _____
 City _____ State _____ Zip _____ Authorized Signature _____
 Telephone Number _____ Date _____

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Meter Insurance Group 181 Prosperous Place Lexington, KY 40509	CONTACT NAME:	
	PHONE (A/C, No, Ext): (859) 263-2771	FAX (A/C, No): (859) 263-1999
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Amerisure Insurance Company	NAIC # 19488
	INSURER B: Amerisure Mutual Insurance Company	23396
INSURED C & R Asphalt LLC P O Box 8201 Lexington, KY 40533	INSURER C: Kentucky Employers' Mutual Insurance	10320
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Liability PO GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPP209633600	03/20/2015	03/20/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
							EBL AGGREGATE	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA209633500	03/20/2015	03/20/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU209633900	03/20/2015	03/20/2016	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	385849	03/20/2015	03/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented/Equip			IM209633800	03/20/2015	03/20/2016	Deductible \$1,000	250,000
A	Scheduled Equipment			IM209633800	03/20/2015	03/20/2016	Deductible \$1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
PROOF OF INSURANCE	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE <i>W. W. P.</i></p>

14. DEBARRED FIRMS

PROJECT NAME: Asphalt Repair For Tennis & Basketball Courts

BID NUMBER: 38-2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of C&R Asphalt, LLC has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

C&R Asphalt, LLC
Name of Firm Submitting Bid

Mark D. Penfo
Signature of Authorized Official

Sales/Estimator
Title

April 6, 2015
Date

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- ✓ 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: C&R Asphalt, LLC

Project: 38-2015

Printed Name and Title of Authorized Representative: Mark Renfro, Sales Estimator

Signature: 

Date: April 6, 2015

END OF SECTION



2300 Regency Road
Lexington, KY 40503
Phone: 859-254-1800
FAX: 859-977-0707

Address:

C & R Asphalt, LLC
415 Rebmman Lane
Lexington, KY 40504

BID BOND RESULTS

Date: Thursday, April 02, 2015

This bond has been prepared in accordance with your instructions. Please check it to be sure it conforms to the specifications for bidding this project.

Principal:

C & R Asphalt, LLC
415 Rebmman Lane
Lexington, KY 40504

Obligee:

LFUCG
Division of Parks & Recreation
200 East Main Street
Lexington, KY 40507

AMOUNT \$214,400.00

BID DATE: 4/6/2015

DESCRIPTION OF PROJECT: Asphalt Repair for Tennis and Basketball Courts - Project No. 38-2015

PLEASE FILL IN FIRM NAME AND BID PRICES OF THE THREE LOWEST BIDDERS:

FIRM: _____ AMOUNT \$ _____

FIRM: _____ AMOUNT \$ _____

FIRM: _____ AMOUNT \$ _____

IF YOUR BID IS NOT LISTED ABOVE - WHAT WAS YOUR BID PRICE? \$ _____

COMMENTS: _____

Prepared By: James H. Martin

PLEASE COMPLETE THE REQUESTED INFORMATION AND RETURN

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

C & R Asphalt, LLC
415 Rebmann Lane
Lexington, KY 40504

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

OWNER:

(Name, legal status and address)

LFUCG
Division of Parks & Recreation
200 East Main Street
Lexington, KY 40507

BOND AMOUNT: Five Percent of the Amount Bid

(\$ 5% of Bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

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

Asphalt Repair for Tennis and Basketball Courts - Project No. 38-2015

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

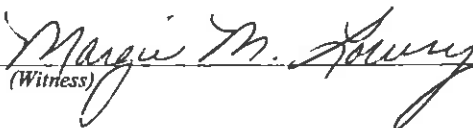
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 6th day of April 2015

C & R Asphalt, LLC
(Principal) (Seal)

(Witness)


(Witness)

(Title)

Merchants Bonding Company
(Surety)  (Seal)

(Title) James H. Martin
Attorney-in-Fact

Int.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Brook T Smith; Deborah S Neichter; James H Martin; James T Smith; Jason D Cromwell; Raymond M Hundley

of Louisville and State of Kentucky their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company hereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



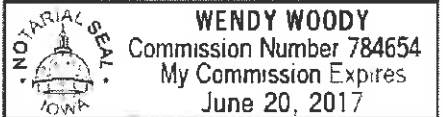
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of April, 2015



William Warner Jr.
Secretary



Kentucky's "Asphalt Animals"

A BRIEF INTRODUCTION

TO

C & R ASPHALT, LLC

C & R Asphalt's main offices are located at 415 Rebmann Lane (located at entrance to McConnell Springs Park), Lexington, KY 40504.

C & R Asphalt, LLC has been selected by *Pavement Magazine* as one of the top 100 Paving, Sealcoating and Pavement Marking Companies in the USA. The above picture depicts a partial showing of *C & R Asphalt's* equipment. *C & R Asphalt, LLC* employs approximately 65 people and runs as many as 12 different crews in season. We pride ourselves on our work ethics, our people and our equipment. Our continued success depends on these three areas.

C & R Asphalt, LLC was started by two life-long friends, Steve Coleman & Rick Roy, who started kindergarten together and who had spent their summers working in the asphalt paving and sealcoating industry while in college.

C & R Asphalt, LLC is a member of the Pavement Network (an exclusive group of paving & concrete industry leaders who provide localized expertise with national coverage).



Steve Coleman – Managing Member



Rick Roy-Member/Director of Operations

Their experience, hard work and dedication coupled with their motto of "doing it right the first time," has propelled their company past all other area independents.

Paving at Fayette Mall-Dick's Sporting Goods



Paving Home Depot Expansion



C & R Asphalt, LLC is a medium-sized company and a large non-highway paving and excavating contractor.

C & R Asphalt, LLC is the leading private contractor in Central Kentucky in Total Sales, Volume of Asphalt (Tonnage) installed and Volume of Sealcoating (Gallons) installed. Due to loyal Customers and our commitment to them, we have shown rapid growth each year. Our core business is derived from Lexington, Louisville and the Central Kentucky area; however, we do work outside of this area for various clients.

Aerial photo of C & R Asphalt complex



C & R Asphalt offices



As a Contractor, we specialize in:

- Asphalt Overlays and New Construction
- Sealcoating, Striping and Crack Sealing
- Complete Site Excavation and Grading
- Complete Repair and Patching of Asphalt, including Infrared Seamless Patching
- Custom Aggregate Crushing of Shot Rock and Recycled Products
- Onsite Aggregate Crushing of concrete, shot rock or asphalt available with our portable track mounted crusher
- Storm & Sanitary Drainage
- Farm Lane-New construction, existing overlays, repairs and barn aisles
- Recycled concrete/Recycled Asphalt (millings) for sale
- Future Budgeting and/or Consulting with an objective/experienced approach
- *Nyra* Pavement Products authorized Installer
- Concrete: Driveways, Pads, Curbs and Dumpster Pads
- Snow and Ice Removal
- Total Parking Lot Maintenance

C & R Asphalt, LLC has grown from a two-man operation to a company with over 65 employees and a broad array of the latest high tech equipment for the asphalt paving, grading and crushing industry. Steve and Rick agree that by having the newest and most technological equipment, they will be able to give their customers the quality of work they expect and pay for.

Enclosed, you will find a DVD with 8 videos: C & R Business Profile; Recycled Asphalt Millings; Recycling: Asphalt Repairs; Commercial Sealcoating; Commercial Paving; Driveway Paving and Driveway Sealcoating. This is a menu driven DVD and will work in your computer or your DVD player. Please take time to view any or all for more information on our processes.

Please view our web site for additional information www.asphaltanimals.com

Eagle rock crusher on-site recycling



On-site recycling



C & R Asphalt, LLC operates two Eagle crushers: one fixed base at our recycling yard for concrete, asphalt and rock and a portable Eagle crusher that can be utilized on site and are capable of crushing up to 1,200 tons per day.

Recycling Yard at C & R Asphalt Complex



Paving Lexington Green



With this crusher *C & R Asphalt, LLC* is capable of excavating rock/concrete and crushing it on site (if applicable) and recycling the rock, eliminating haul bills and dump fees.

C & R Asphalt Truck Fleet



C & R Asphalt Pavers



C & R Asphalt, LLC has four LeeBoy Pavers, all less than 4 years old. These pavers have many automated and electronic features, such as heated and vibrating screeds, and a electric/hydraulic control system that automatically controls the elevation of the mats on both sides simultaneously.

Paving Marriot Golf Cart Paths



Excavation/Rock Installation&Paving@Kohl's



Paving Marriot parking complex



Paving Lexington Green Office Complex



These new LeeBoy pavers enhance *C & R Asphalt's, LLC* ability in larger commercial projects in terms of quality of work and speed of completion. *C & R Asphalt, LLC* operates two full time paving crews and has the capability to operate three paving crews when needed.

C & R Asphalt, LLC had the newest, most modern and technologically advanced fleet of pavers in the Central Kentucky area for non-highway paving.

Storm Drainage work at Fayette Mall



Excavation at Fayette Mall



C & R Asphalt, LLC offers complete site excavation / grading + storm / sanitary drainage

C & R Asphalt, LLC is a member of the *BETTER BUSINESS BUREAU* of *CENTRAL AND EASTERN KENTUCKY*. (*C & R Asphalt, LLC* was chosen to pave the *Better Business Bureau* parking lot, and to do all excavation, drainage and paving for the *Fayette Mall* expansions, overlay *Lexington Green Mall* and overlay *Palomar Center*. We do over 800 driveways, parking lots, farm lanes and commercial projects yearly.

We love what we do so much, we jokingly call ourselves

Kentucky's "Asphalt Animals"



TO OUR POTENTIAL SEALCOAT CUSTOMERS:

C & R Asphalt, LLC is the Leading Private Contractor in Central Kentucky in total sales, volume of asphalt (tonnage) installed, and volume of sealcoating (gallons) installed. *C & R Asphalt, LLC* has been selected as one of the **TOP paving, sealcoating and pavement marking contracting companies in the USA**. Our sealcoating division owner, Steve Coleman, has been in the sealcoating and asphaltting business since 1993.

C & R Asphalt, LLC, has approximately 65 employees and operates two paving crews (3 in peak season), three-four sealcoat crews, patching crew, excavation crews, concrete crews, rock crew, grading crew and our concrete recycling center. We are continually updating our equipment to insure our customers the quality they expect and deserve.

C & R Asphalt, LLC, has its own fleet of trucks and equipment and is able to handle essentially any situations in house. This helps hold down costs compared to other companies that employ outside vendors or subcontract and again helps insure the quality of work. In 2011 *C & R Asphalt, LLC* installed over 18.5 million sq. ft. of sealcoat.

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Please view our web site for additional information. www.asphaltanimals.com

Aerial view of C & R Asphalt complex w/recycling yard



Sealcoating/fleet



Unlike other sealcoat installers, **C & R Asphalt, LLC** has their own jumbo storage tanks that are in an enclosed building (for protection from extreme temperatures). These tanks have built-in agitators to keep the sealcoat from entering a solid suspension state.

We use *Neyra Industries* sealcoating products. *Neyra Industries* has over three decades of experience in manufacturing sealcoating products. *Neyra Industries* produces several types of sealcoating products and is approved by state and municipal agencies. We offer Tarconite and Jennite. Jennite has been the standard of excellence in asphalt pavement protection since 1938 and is the only sealcoating product that is available with a DUAL WARRANTY from both the factory and licensed contractor. *Neyra Industries* manufacturing/installing criteria is so stringent, C & R must have their sand tested and certified to be compatible with their mixing and bonding specifications. This insures the stated durability of their products. Below is a brief explanation of each:

Tarconite- is a concentrated, high solids, mineral colloid stabilized, refined coal tar emulsion. The performance and bonding of Tarconite to the pavement is greatly enhanced by a multi-component surfactant package.

Jennite- is a high-solids, mineral colloid stabilized, refined coal tar emulsion. It is fortified with fuel resistant, high molecular weight rubber. This fuel resistant rubber is hot blended into premium grade refined coal tar prior to emulsification. The performance and bonding of Jennite to the pavement is also greatly enhanced by a multi-component surfactant package. Jennite is also reinforced with geotextile fibers. Jennite provides a seamless, skid-resistant even textured surface. Jennite is the only product that meets the material requirements of USGS-02788N.

Neyra Industries' main offices and regional plant is located in Cincinnati, Ohio. It is always good to be able to offer the best products and be located in close proximity to the factory. *Neyra Industries* operates six manufacturing facilities across the U.S.

C & R Asphalt, LLC offers three different pricing options with our proposals. This is a "good, better and best" approach, you might say. All standard procedures are explained on our specifications. The difference is the number of coats, the mix ratios of the sealer, the types of sealers and the sand content.

The following describes the three options:

- A. Good: One “heavy” coat procedure of Tarconite Coal/Tar emulsion with a mix ratio of 30% dilution, 70% emulsion concentrate, and 2 lbs. of sand per gallon of mixture.
- B. Better: Two-coat application procedure of Tarconite Coal/Tar emulsion with a mix ratio of 30% dilution, 70% emulsion concentrate, and 3 lbs. of sand per gallon of mixture.
- C. Best: Two-coat application procedure of Jennite Coal/Tar emulsion (additional third primer coat is necessary with virgin asphalt) with a mix ratio of 10% dilution, 90% emulsion concentrate, and 6 lbs. of sand per gallon of mixture. (Jennite has added polymers and is hot blended to enhance the wear/life expectancy). This product is available with either a 24 or 30 month dual (factory/installer) warranty against early wear. Jennite also has the deepest black color of all sealcoats. It is the original sealcoat, developed over 50 years ago.

The manufacturer (*Neyra Industries*) suggests a 30 – 40% dilution, and 2-4 lbs. of sand per gallon of mixture for Tarconite. While we agree that most lots will benefit the most from option C (“best”) option, we realize there may be good reasons for all three options.

There are several reasons we have chosen this pricing method. First, is to give you the opportunity to compare apples to apples. In today’s market, there are many companies that use different products with different mix ratios and applications rates. Hopefully, at least one of our first two options will compare to theirs. Beware of the bidder who does not specify the mix ratios or the number of coats. The second reason is economics. Often a customer’s budget simply does not allow for option C. You want to make your parking lot look “black” for appearance and be inviting to your customers. Why spend more money than you need to get the results you desire. They like to do the lot every year or two. If you just want that “fresh pavement look” that often, there is no sense in paying top dollar every time. One good coat of our sealer will last that long under normal conditions.

While our main concern is to benefit the customer and offer you these options, this also helps prevent us from losing bids to competitors who don’t use the same quality of materials or do the same quality of work that we do. Our goal is for both of us to profit.

INSTALLATION OF SEALCOAT

First, we use wire brooms and a high-speed blower to clean the surface. Second we clean and fill cracks of ¼” and larger with fill with Neyra Hot Rubber Crack fill. (cracks smaller than ¼” will bottom fill w/sealcoat & still show surface open)

High speed blowers and brushing to clean surface



Crackfill “open cracks 1/4” & larger with hot rubber crackfiller with low pressure crackfill machine or “pot gravity drop”



Third, we apply Tarconite/Jennite Sealcoat by hand around concrete/brick surfaces or next to structures to minimize any over spray.

Hand brushing areas adjacent to concrete/brick



Spraying sealcoat by wand



Next, we apply the Tarconite/Jennite Sealcoat in the desired option by spraying the surface. Spraying the surface gives even coverage without the buildup you get by applying by hand. Also, by spraying the surface, there are no tell-tale brush or squeegee marks in the final product. On large parking lots we utilize our truck mounted spraybar. Application by brush or squeegee will fill low areas, however it drags off high areas and therefore can have accelerated wear.

Special UV reflective sealer at Toyota Plant



Truck spray bar installation-St. Joseph Hospital



The sealcoat needs to dry approximately 24 hrs. before allowing any traffic. Striping, if desired, is applied after the sealcoat is cured sufficiently to walk on and the entire lot is dry for traffic in approximately 24 hrs. (depending on weather).

Sealcoating & Striping at Green River State Park



Parking lot with lots of Hot Rubber crackfill



Please give your C & R contact a call with any questions you may have concerning your sealcoating or striping needs.

St. Joseph Hospital Parking Lot



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We love what we do so much, we jokingly call ourselves

Kentucky's "Asphalt Animals"

PS: After you have mailed/faxed/mailed your signed proposal back to C & R Asphalt, our scheduling person, Mike Garrett, (621-2010) will call you to verify your scheduling date. Any questions concerning scheduling should be directed to Mike.



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SEALCOATING AND STRIPING SPECIFICATIONS

Sealcoating Specifications

1. All work areas subject to traffic will be barricaded by: barricades, caution tape and/or traffic cones.
2. The barricaded pavement will then be cleaned by power blowers, scrapers, and wire brooms. This will free the lot of all foliage, dirt, and debris.
3. All oil spots will be primed with *Petro Seal*. Excessive spills will be absorbed prior to priming. Oil spots are a difficult subject to deal with in the pavement maintenance industry. We will do everything the technology of the industry has to offer. However, we can make no long term guarantee that sealer will stick to these areas. The success rate is not 100%, unless these areas are *infrared* patched. This process burns the oils off and gives the asphalt a new surface. Any contractor who makes you this promise is simply not being honest with you.
4. Cracks will be dealt with before the area is sealed, if the proposal indicated a specific price for cracks. Hot pour crack SEALER, is used approximately 95% of the time in our crack sealing. This is better than cold pour for protection purposes because it actually seals the crack and protects it from water and other foreign substances with no evaporation factor like cold pour sealers that have a water base. Unless one goes to the costly expense of routing the cracks, crack sealing is effective only on cracks 1/4 inch and larger. Smaller cracks fail to allow the material to flow into the crack and bond with the sides effectively.
5. All edging around concrete, buildings, or any other obstacles will be done with an 18 inch squeegee brush. This prevents any over-spray onto the above mentioned objects.
6. *Tarconite* Sealer or *Jennite* Sealer will be applied by spray application unless otherwise specified on the proposal. The spray will be driven by an air dual-diaphragm pump with 80 pounds of pressure.

7. *Tarconite* Sealer will be mixed with a 25% dilution and 75% *Tarconite* Concentrated Coal Tar Emulsion. Pounds of sand per gallon will vary between 2 and 4. *Jennite* Sealer will be mixed with a 10% dilution and 90% *Jennite* Concentrated Coal Tar Emulsion. Pounds of sand per gallon will vary between 4 and 6. This will be specified in the proposal, as will the percent of a Latex Additive, if any. Latex additive aids in suspending the sand in the sealer, protecting the pavement from petroleum spills, and the overall wear of the surface).
8. A two coat application of *Tarconite* sealer will have the application rate of approximately 5 square yards per gallon or 45 square feet per gallon mixture. A one-coat application will cover approximately 7.2 square yards per gallon or 65 square feet per gallon. On two-coat application, the time between coats will vary from two hours to six hours depending on the location, the sunlight, the ground temperature, and the air temperature. (*Jennite* sealer will have an application rate of approximately 4.5 square yards per gallon or approximately 10% thicker application rate than *Tarconite*)
9. Sealed pavement is generally ready for traffic in 24 hours. In some instances it may be ready in as soon as 16 hours. However, Nyra recommends a 24 hour drying time for vehicle traffic. Please note that there is a dramatic difference in sealer being dry enough to walk on and being completely cured and ready for vehicle traffic.

Striping Specifications

1. Striping can be done approximately 2 hours after the sealer is dry to the touch.
2. Glidden Commercial Traffic Marking White, Yellow, and /or handicap Blue will be the paint used unless otherwise specified in the proposal. Glidden Commercial Traffic Marking paints meet or exceed all federal and state highway paint specifications.
3. All lines will be sprayed with a *Graco Airless Line Lazer 3500*. This striper applies paint at the approximate rate of 300 lineal feet per gallon as opposed to an air striper, which applies paint at the rate of about 650 lineal feet per gallon. If our competitors do not offer you the specs on their striper, ask them, for your own protection. In our opinion, there is no comparison to an airless striper when it comes to wear or appearance.
4. All lines will be approximately 4 inches wide. They will be straight and uniform. All stencils will be clear and well defined.
5. Paint drying time will vary from 15 minutes to 3 hours, depending on weather.

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SEALCOAT WARRANTY

C & R Asphalt, LLC is proud to be the only contractor in the area offering long term written warranty on all of our standard Sealcoating applications.

We are so confident in our service and our *Neyra* products, that we extend that confidence and security to our customers via this written warranty. We want you to know you are choosing the right contractor for your pavement maintenance needs.

This warranty is guaranteed by C & R Asphalt, LLC and materials are backed by Neyra Industries Inc., (based in Cincinnati, OH).

C & R Asphalt, LLC guarantees both the product and the application process of the sealer, and *Neyra* backs us with a written guarantee that every batch of sealer they send us meets all federal specifications set for Coal Tar Emulsion Pavement Sealer.

Warranty Periods are:

One Coat Applications

6* Months

Two Coat Applications

12* Months

Jennite

30* Months

(please note that in some instances your sales person may not deem it necessary to propose all three options)

Warranty covers all labor and materials to recoat and restripe any areas that have failed. This includes but is not limited to areas that have failed to adhere, shown premature wear, or discoloration of the Sealer. Warranty covers only normal wear and tear. Items such as damage from snow scraping, skid marks, oil spills, construction and landscaping equipment etc. are not covered by this warranty.

Thank You for choosing C & R Asphalt, LLC

Steven Coleman

Managing Member

*-warranty is applicable to normal applications. Applications such as drive thru's or others with tractor trailer usage do not carry a longevity warranty.



Kentucky's "ASPHALT ANIMALS"

INFORMATION ON INFRARED ASPHALT PATCHING

C & R Asphalt, LLC. is pleased to introduce *Infrared Asphalt Patching* as another one of our quality services. *Infrared Asphalt Patching* is the latest technological breakthrough in asphalt patching. To my knowledge, we are the only company in the area that offers this service.

Infrared Asphalt Patching works by burning propane with a mixture of forced oxygen to increase heat. In turn, this extreme heat is absorbed by a patented ceramic blanket that, when heated, emits approximately 18,500 BTU's per square foot. In around 7 minutes, the blanket will heat the asphalt to 350 degrees 2" deep in an area as large as 48 square feet. The infrared heat will not burn the asphalt; therefore, the result is asphalt equivalent to fresh plant mix. Obviously, if you have a pot-hole, some asphalt will need to be added to fill that area, but once the two are raked together, you can't tell the difference.

ADVANTAGES OF INFRARED PATCHING:

1. You end up with a seamless patch. The edges fuse or weld together during compaction because there is not a cold joint to butt up to.
2. The seamless joint eliminates water penetration and further damage to surrounding areas.
3. Unsightly raveling edges that create trip hazards are eliminated.
4. The entire process is cost effective compared to saw cutting and removing the area and it does a better job.
5. The Asphalt Reclaiming Box that also works from the infrared heat allows us to be the only contractor who can apply regular asphalt in the winter season when the plants are closed.

PROPER APPLICATIONS OF INFRARED PATCHING:

1. Pot-hole repair - with additional asphalt, the process fuses the entire area together for a longer life patch.
2. High spots - easily removed by heating the area. No cutting is involved.
3. Low areas - can be leveled and fused with other asphalt.
4. Joints and overlaps - joints in pavement or overlaps from partial overlays can be blended in and eliminated.
5. Oil spot removal - oil is burnt off during the heating process, asphalt is raked and re-compacted for a perfect patch.

6. Alligator cracked areas – can be heated, asphalt added if needed, raked, re-compacted. No high cost tear out or cheap, ineffective skim coats.
7. Speed Bumps – can be fused to existing pavement to eliminate tires, snow plows, etc. from popping them loose.

INAPPROPRIATE APPLICATIONS:

1. Areas that are pumping heavy mud and/or water.
2. Areas with inappropriate base beneath the asphalt.
3. Areas where pavement is too thin (less than 2” before hitting rock).
4. Areas where pavement has completely failed and a full overlay is needed.

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Please view our web site for additional information. www.asphaltanimals.com

We feel this process will help us to better serve you. The process is a proven, more efficient, longer lasting, and more cost effective way of patching asphalt. If you have any questions about *Infrared Asphalt Patching* or would like a demonstration, please give us a call at (859) 277-0464.

Kentucky's "Asphalt Animals"



Kentucky's "ASPHALT ANIMALS"

TO OUR PREVIOUS AND VALUABLE CUSTOMERS:

This is just a reminder and recommendation that now is the time to get your Asphalt Sealcoated. The American Institute recommends that Asphalt Pavement be sealed after 90 days and within 1 year after its initial installation. Protect your investment and schedule to have your lot or driveway professionally sealcoated with Tarconite Coal/Tar Emulsion Sealer.

Over the last twenty years, we have seen the price of asphalt pavement go from \$4.00 a ton to nearly \$66.00 a ton. Not only has asphalt pavement become an economic factor, but the quality has been drastically reduced. When the oil crunch came along public agencies and oil companies decided to change the specifications of liquid asphalt. This allowed the refiners to squeeze more products out of the crude oil and helped reduce the prices of asphalt residual. The result was in fact, an inferior product.

WHAT SEALCOATING DOES:

1. **SUNBLOCK**-Premium Sealers prevent asphalt surface oxidation by forming a tough, protective skin.
2. **WEATHERPROOF** Sealcoating shuts out water by sealing away the naturally porous surface of asphalt.
3. **RESTORE APPEARANCE** Sealers provide the jet black finish and fresh, new appearance to asphalt. Well-maintained asphalt makes any business or home look more attractive.
4. **RESIST GAS AND OIL** Premium sealers protect asphalt from the deteriorating effects of gasoline, oil, de-icers and other harsh chemicals.
5. **SAVE MONEY** Replacing asphalt can be expensive. Spending a few cents per square foot for premium sealcoat protection makes good economic sense.

When asphalt is left unsealed to bake in the sun, ultraviolet rays destroy the strength and flexibility of the asphalt, leaving it brittle and vulnerable to cracking. Once cracked, even hairline cracks, absorb water from rain and melting snow. This water washes away valuable fines in the rock base and moistens the clay sub-base. When clay moistens, it becomes soft and non-load bearing. This water can also freeze. When it freezes, it expands and widens the cracks. Eventually these cracks cause pot-holes and later, complete pavement failure.

Don't let this happen to you.

EFFECTS OF FREEZE & THAW

1. **First Stage** - Sunlight and oxidation weaken the asphalt binder that holds the blacktop surface together.
2. **Second Stage** - The surface becomes brittle, tiny hairline cracks appear. Aggregate raveling creates rough patches on the surface.
3. **Third Stage** - Cracks deepen into the subsurface, further damaging the integrity of the asphalt. Water penetration and the freeze/thaw cycle widen cracks.

Tarconite coatings will seal up the surface voids, replace fines (aggregates) and minimize water penetration and surface erosion. All *Nyra* sealers significantly reduce the damaging effect of spilled fuel and oil because of their resistance to petroleum. Another benefit of *Tarconite* is the cosmetic improvement it will make to the pavement. *Tarconite* coatings have a natural flat black color not unlike that of a new asphalt pavement, and have become increasingly popular in unifying the color of renovated parking lots.

Asphalt pavements begin to age from the minute they are laid in place. Volatile oils or cut back thinners that give the pavement its flexibility are baked out by the sun and evaporate. From this point on asphalt continues to dry out to the point of becoming brittle. At some point in time the asphalt becomes too brittle and cracks begin to form as the pavement is no longer flexible. These cracks allow moisture to penetrate beneath the asphalt which in turn causes the base underneath the asphalt to fail or erode. This cycle of cracking followed by moisture penetration leads to more cracking and more base failure, and ultimately ends in total pavement failure. *Tarconite* coatings applied to pavement will seal off the surface and prevent these asphaltic oils from escaping, thus delaying the aging process and locking in the all-important flexibility.

Please sign and date the enclosed sealcoating proposal with an AVAILABLE 10% PRE-SEASON DISCOUNT AND MAIL/FAX/ OR EMAIL BACK TO OFFICE by due date. Scheduling will call you directly or you may reach sealcoating scheduling at 859-621-2010 Mike Garrett for any scheduling questions you may have.

Kentucky's "ASPHALT ANIMALS"



Kentucky's "ASPHALT ANIMALS"
LIST OF REFERENCES

- 1) L. C. M. Company
200 Big Run Rd.
Lexington, KY 40503
- 2) The Webb Companies
205 West Main Street, Suite 3000
Lexington, KY 40507
- 3) The Gibson Co.
1050 Monarch St
Lexington, KY 40513
- 4) Fayette Mall
3401 Nicholasville Rd.
Lexington, KY 40503
- 5) Central Parking System
333 West Vine Street
Lexington, KY 40507
- 6) Equity Management Group
800 East High Street, Suite C
Lexington, KY 40502
- 7) Lexington Legends
207 Legend Lane
Lexington, KY 40505
- 8) Apex Realty
651 Perimeter Drive, Suite 605
Lexington, KY 40517
- 9) Hranicky Construction
4528 Mandeville Way
Lexington, KY 40515
- 10) University Of Kentucky
Physical Plant Division
215 Peterson Service Building
Lexington, KY 40506

