



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF ENGINEERING

FOR

Mason Headley Improvements Project

Bid No. 69-2025

Prepared By: Palmer Engineering

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PART 1

ADVERTISEMENT FOR BIDS

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PART 1

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the **Mason Headley Improvement Project** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **June 9, 2025** for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by **Palmer Engineering** for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be available via Ion Wave.

LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out and attached with bid submission. A copy of bid bond must be included with submission. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the **Mason Headley Improvements Project**, Lexington-Fayette County, Kentucky.

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at <https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms that are KYTC prequalified in Grade and Drain (A) and/or Asphalt Paving (C1 or C2) on a line item **Lump Sum** basis for total Project. Bidder must include a price for all bid items to be considered. **Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.**

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest responsive and responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of one hundred twenty (120) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **June 9, 2025**. Bids will remain sealed until **June 9, 2025**, 2:00 pm, the official Bid closure

time. Bids will not be received after the scheduled closing time for receipt of bids. Bid tab sheet will be immediately available after bid opening, under the Documents link on Ion Wave.

9. RIGHT TO REJECT

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

11. NOTICE CONCERNING MWDBE and VETERAN OWNED SMALL BUSINESS GOALS

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

12. PRE-BID CONFERENCE

A Microsoft Teams pre-bid conference is scheduled for May 27, 2025, 10:00 am.

[Join the meeting now](#)

Meeting ID: 224 564 292 899 8

Passcode: nj9jZ9vc

END OF SECTION

PART II
INFORMATION FOR BIDDERS

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

2. PREPARATION OF BID

All sections of the bid package requiring Contractor information must be filled in and uploaded in the Response Attachments tab in IonWave. Bid bonds must be uploaded also. All pricing must be submitted in the Line Items tab in IonWave.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

4. QUALIFICATION OF BIDDER

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

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in order or combination. The contract, if awarded, will be awarded to the lowest responsive and qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered with the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Procurement within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$1000.00 per day thereafter deadline for final completion.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's

own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Procurement, who in turn will have an addendum issued under signature of the Project Manager for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, faxed or emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).**

11. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

13. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

16. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. LFUCG MWDBE Participation Form – see Part III
3. Documentation Required for Good Faith Efforts and Outreach Plans – see Part III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

17. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Contract Agreement.

18. SUBSTITUTE OR "APPROVED EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the OWNER, application for such acceptance will not be considered by the OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

20. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES

A. Outreach for MWDBE(s) and Veteran Owned Small Businesses (VOSB)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and Veteran Owned Small Businesses. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE and Veteran contractor database, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Procurement.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, MPA, CPSD
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

D. MWDBE and VETERAN OWNED SMALL BUSINESSES (VOSB)

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For a list of eligible subcontractors, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison

Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
[859-258-3323](tel:859-258-3323)

22. LFUCG NON-APPROPRIATION CLAUSE

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

23. NOTICE OF CONTENTION

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

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

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

END OF SECTION

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. N/A Date N/A
Addendum No. Date
Addendum No. Date
Addendum No. Date
Addendum No. Date
Addendum No. Date
Addendum No. Date
Addendum No. Date

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 L-M Asphalt Partners, LTD. DBA ATS Construction

Date 6/9/2025

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Brian R. Billings, bearing the official title of President, 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)

<u>L-M Holdings, INC</u>	<u>Sole Partner</u>
<u>Steve L Lawson</u>	<u>Limited Partners</u>
<u>Steve Adam Lawson</u>	<u>Limited Partners</u>
<u>Tyler George LAWson</u>	<u>Limited Partners</u>
<u>Shelby Mary Ann Lawson</u>	<u>Limited Partners</u>

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

Brian R. Billings

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

3.

BIDDERS AFFIDAVIT

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

1. His/her name is Brian R. Billings and he/she is the individual submitting the bid or is the authorized representative of L-M Asphalt Partners, LTD. DBA ATS Construction, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. 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.

Signed by: Brian R. Billings Brian R. Billings
 08660AD0D5EA4BF... Printed Name
President 6/9/2025
 Title Date

Company Name L-M Asphalt Partners, LTD. DBA ATS Construction

Address 3009 Atkinson Avenue, Suite 400, Lexington KY 40509

Subscribed and sworn to before me by Brian R. Billings
 (Affiant)
President
 (Title)

of L-M Asphalt Partners, LTD. DBA ATS Construction this day of , 2025.
 (Company Name)

DocuSigned by: Tyler Eric Walton
 14327E5D8C4D4D5...
 N [seal of notary] My commission expires: 1/5/2026

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

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.

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 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.

Pricing should be submitted on Excel spreadsheet provided on IonWave and submitted in Excel format with bid submission. Base total must be entered in the Line Items tab on IonWave. Page P-9 must be fully executed and attached to bid submittal or bid will be considered non-responsive.

CAD files are available for this project. See use agreement posted on IonWave.

Item	N Item	Unit	Spec Sec.	Quantity
1	MAINTENANCE OF TRAFFIC	LS	B	1
2	INDEPENDENT MATERIALS TESTING	LS	E	1
3	CONSTRUCTION STAKING	LS	1	1
4	CLEARING AND GRUBBING	LS	2	1
5	EXCAVATION AND PLACEMENT	LS	3	1
6	REMOVE BRICK WALL	EACH	4	2
7	REMOVE FENCE	LF	4	870
8	SIDEWALK RAMP (SIDEWALK)	SQYD	10	29
9	SIDEWALK RAMP (MULTI-USE PATH)	SQYD	10	90
10	KYTC STANDARD CURB AND GUTTER	LF	11	2584
11	KYTC LIP HEADER CURB	LF	11	36
12	INTERNAL INSPECTION OF SEWER PIPE	LF	22	664
13	SEEDING AND PROTECTION	SQYD	25	3778
14	EROSION & SEDIMENT CONTROL	LS	27	1
15	EDGE KEY	LF	29	256

16	LONGITUDINAL EDGE KEY	LF	29	3156
17	REMOVE AND RESET RETAINING WALL	LS	30	1
18	EROSION CONTROL BLANKET	SQYD	31	812
19	PAVE MARKING - THERM X-WALK-12IN	LF	33	747
20	PAVE MARKING - THERMO STOP BAR-24IN	LF	33	61
21	PAVE MARKING-THERMO CURVE ARROW	EA	33	21
22	PAVE MARKING-THERMO COMB ARROW	EA	33	6
23	PAVE MARKING-THERMO SOLID YELLOW	SQFT	33	433
24	PAVE MARKING-THERMO ONLY	EA	33	2
25	INLAID PAVEMENT MARKER-MW	EA	37	34
26	INLAID PAVEMENT MARKER-BY	EA	37	65
27	PAVE STRIPING-THERMO-6 IN W	LF	34	1155
28	PAVE STRIPING-THERMO-6 IN Y	LF	34	4218
29	SPREADING STOCKPILED TOPSOIL	LS	26	1
30	POLE BASE	EA	38	17
31	ELECTRICAL JUNCTION BOX TYPE A	EA	38	18
32	BORE AND JACK CONDUIT	LF	38	145
33	PVC CONDUIT -1 1/4 INCH - SCHEDULE 80	LF	38	3445
34	STEEL POST TYPE 1	LF	39	113
35	SBM ALUM SHEET SIGNS .080 IN	SQFT	39	37
36	INSTALL SIGN	EA	39	8
37	RIGHT OF WAY MONUMENT	EA	40	9
38	CRUSHED STONE BASE	TON	6	2588
39	CRUSHED AGGREGATE, NO. 2	TON	7	650
40	CONCRETE SIDEWALK - 4.5 INCH	SQYD	8	596
41	CONCRETE SIDEWALK - 6 INCH	SQYD	8	1396
42	CONCRETE ENTRANCE PAVEMENT	SQYD	9	78
43	ASPHALT PAVE MILLING & TEXTURING	TON	12	197
44	CL3 ASPH BASE 1.00D PG64-22	TON	13	1272

45	CL3 ASPH SURF 0.38B PG64-22	TON	14	758
46	LEVELING AND WEDGING PG 64-22	TON	16	137
47	BASE FAILURE REPAIR	SQYD	17	150
48	REMOVE PIPE	LF	4	41
49	REMOVE STRUCTURE	EA	4	2

50	KYTC CURB BOX INLET TYPE A	EA	18	8
51	KYTC CURB BOX INLET TYPE B	EA	18	2
52	LFUCG CURB BOX INLET TYPE D	EA	18	2
53	KYTC DBI TYPE 3	EA	18	1
54	LFUCG MANHOLE TYPE A (5' DIA.)	EA	19	1
55	ADJUST MANHOLE TO GRADE	EA	20	1
56	RCP STORM SEWER - 12 INCH	LF	21	63
57	RCP STORM SEWER - 15 INCH	LF	21	441
58	RCP STORM SEWER - 18 INCH	LF	21	160
59	15" KYTC SLOPED AND FLARED HEADWALL	EA	23	1
60	18" KYTC SLOPED AND FLARED HEADWALL	EA	23	1
61	24" KYTC STRAIGHT HEADWALL	EA	23	2
62	CLASS II CHANNEL LINING	TON	24	38
63	FABRIC-GEOTEXTILE CLASS 2	SQYD	28	978
N/A	PAYMENT AND PERFORMANCE BOND	LS	SC	1
N/A	MOBILIZATION (5%)	LS	D	1
N/A	DEMOBILIZATION (1.5%)	LS	D	1

Project: Mason Headley Improvements

Bid Date: 6/9/2025

Bid# 69-2025

Contractor: L-M Asphalt Partners, LTD. DBA ATS Construction

Item No.	Item	Unit	Spec Sec.	Quantity	Unit Price	Total Price
1	MAINTENANCE OF TRAFFIC	LS	B	1	\$ 122,500.00	\$ 122,500.00
2	INDEPENDENT MATERIALS TESTING	LS	E	1	\$ 18,000.00	\$ 18,000.00
3	CONSTRUCTION STAKING	LS	1	1	\$ 18,000.00	\$ 18,000.00
4	CLEARING AND GRUBBING	LS	2	1	\$ 60,000.00	\$ 60,000.00
5	EXCAVATION AND PLACEMENT	LS	3	1	\$ 175,500.00	\$ 175,500.00
6	REMOVE BRICK WALL	EACH	4	2	\$ 5,000.00	\$ 10,000.00
7	REMOVE FENCE	LF	4	870	\$ 15.00	\$ 13,050.00
8	SIDEWALK RAMP (SIDEWALK)	SQYD	10	29	\$ 200.59	\$ 5,817.11
9	SIDEWALK RAMP (MULTI-USE PATH)	SQYD	10	90	\$ 147.89	\$ 13,310.10
10	KYTC STANDARD CURB AND GUTTER	LF	11	2584	\$ 27.42	\$ 70,853.28
11	KYTC LIP HEADER CURB	LF	11	36	\$ 42.84	\$ 1,542.24
12	INTERNAL INSPECTION OF SEWER PIPE	LF	22	664	\$ 12.00	\$ 7,968.00
13	SEEDING AND PROTECTION	SQYD	25	3778	\$ 0.51	\$ 1,926.78
14	EROSION & SEDIMENT CONTROL	LS	27	1	\$ 14,750.00	\$ 14,750.00
15	EDGE KEY	LF	29	256	\$ 35.00	\$ 8,960.00
16	LONGITUDINAL EDGE KEY	LF	29	3156	\$ 7.00	\$ 22,092.00
17	REMOVE AND RESET RETAINING WALL	LS	30	1	\$ 25,000.00	\$ 25,000.00
18	EROSION CONTROL BLANKET	SQYD	31	812	\$ 1.65	\$ 1,339.80
19	PAVE MARKING - THERM X-WALK-12IN	LF	33	747	\$ 7.00	\$ 5,229.00
20	PAVE MARKING - THERMO STOP BAR-24IN	LF	33	61	\$ 11.00	\$ 671.00
21	PAVE MARKING-THERMO CURVE ARROW	EA	33	21	\$ 120.00	\$ 2,520.00
22	PAVE MARKING-THERMO COMB ARROW	EA	33	6	\$ 140.00	\$ 840.00
23	PAVE MARKING-THERMO SOLID YELLOW	SQFT	33	433	\$ 7.00	\$ 3,031.00
24	PAVE MARKING-THERMO ONLY	EA	33	2	\$ 275.00	\$ 550.00
25	INLAID PAVEMENT MARKER-MW	EA	37	34	\$ 35.00	\$ 1,190.00
26	INLAID PAVEMENT MARKER-BY	EA	37	65	\$ 35.00	\$ 2,275.00
27	PAVE STRIPING-THERMO-6 IN W	LF	34	1155	\$ 1.35	\$ 1,559.25
28	PAVE STRIPING-THERMO-6 IN Y	LF	34	4218	\$ 1.35	\$ 5,694.30
29	SPREADING STOCKPILED TOPSOIL	LS	26	1	\$ 35,000.00	\$ 35,000.00
30	POLE BASE	EA	38	17	\$ 2,054.45	\$ 34,925.65

31	ELECTRICAL JUNCTION BOX TYPE A	EA	38	18	\$ 1,330.51	\$ 23,949.18
32	BORE AND JACK CONDUIT	LF	38	145	\$ 34.45	\$ 4,995.25
33	PVC CONDUIT -1 1/4 INCH - SCHEDULE 80	LF	38	3445	\$ 18.09	\$ 62,320.05
34	STEEL POST TYPE 1	LF	39	113	\$ 28.50	\$ 3,220.50
35	SBM ALUM SHEET SIGNS .080 IN	SQFT	39	37	\$ 24.75	\$ 915.75
36	INSTALL SIGN	EA	39	8	\$ 496.00	\$ 3,968.00
37	RIGHT OF WAY MONUMENT	EA	40	9	\$ 240.00	\$ 2,160.00
38	CRUSHED STONE BASE	TON	6	2588	\$ 44.00	\$ 113,872.00
39	CRUSHED AGGREGATE, NO. 2	TON	7	650	\$ 60.00	\$ 39,000.00
40	CONCRETE SIDEWALK - 4.5 INCH	SQYD	8	596	\$ 54.89	\$ 32,714.44
41	CONCRETE SIDEWALK - 6 INCH	SQYD	8	1396	\$ 60.65	\$ 84,667.40
42	CONCRETE ENTRANCE PAVEMENT	SQYD	9	78	\$ 98.29	\$ 7,666.62
43	ASPHALT PAVE MILLING & TEXTURING	TON	12	197	\$ 60.00	\$ 11,820.00
44	CL3 ASPH BASE 1.00D PG64-22	TON	13	1272	\$ 101.00	\$ 128,472.00
45	CL3 ASPH SURF 0.38B PG64-22	TON	14	758	\$ 129.00	\$ 97,782.00
46	LEVELING AND WEDGING PG 64-22	TON	16	137	\$ 129.00	\$ 17,673.00
47	BASE FAILURE REPAIR	SQYD	17	150	\$ 225.00	\$ 33,750.00
48	REMOVE PIPE	LF	4	41	\$ 205.00	\$ 8,405.00
49	REMOVE STRUCTURE	EA	4	2	\$ 3,750.00	\$ 7,500.00
50	KYTC CURB BOX INLET TYPE A	EA	18	8	\$ 6,800.00	\$ 54,400.00
51	KYTC CURB BOX INLET TYPE B	EA	18	2	\$ 5,500.00	\$ 11,000.00
52	LFUCG CURB BOX INLET TYPE D	EA	18	2	\$ 4,000.00	\$ 8,000.00
53	KYTC DBI TYPE 3	EA	18	1	\$ 5,500.00	\$ 5,500.00
54	LFUCG MANHOLE TYPE A (5' DIA.)	EA	19	1	\$ 4,800.00	\$ 4,800.00
55	ADJUST MANHOLE TO GRADE	EA	20	1	\$ 4,500.00	\$ 4,500.00
56	RCP STORM SEWER - 12 INCH	LF	21	63	\$ 120.00	\$ 7,560.00
57	RCP STORM SEWER - 15 INCH	LF	21	441	\$ 132.00	\$ 58,212.00
58	RCP STORM SEWER - 18 INCH	LF	21	160	\$ 140.00	\$ 22,400.00
59	15" KYTC SLOPED AND FLARED HEADWALL	EA	23	1	\$ 2,350.00	\$ 2,350.00
60	18" KYTC SLOPED AND FLARED HEADWALL	EA	23	1	\$ 2,500.00	\$ 2,500.00
61	24" KYTC STRAIGHT HEADWALL	EA	23	2	\$ 4,500.00	\$ 9,000.00
62	CLASS II CHANNEL LINING	TON	24	38	\$ 64.00	\$ 2,432.00
63	FABRIC-GEOTEXTILE CLASS 2	SQYD	28	978	\$ 2.75	\$ 2,689.50
N/A	PAYMENT AND PERFORMANCE BOND	LS	SC	1	\$ 14,000.00	\$ 14,000.00
N/A	MOBILIZATION (5%)	LS	D	1	\$ 80,000.00	\$ 80,000.00
N/A	DEMOBILIZATION (1.5%)	LS	D	1	\$ 28,000.00	\$ 28,000.00
TOTAL						\$ 1,686,289.20

Submitted by:

L-M Asphalt Partners, LTD. DBA ATS Construction
Firm

3009 Atkinson Avenue, Suite 400
Address

Lexington, KY 40509
City, State & Zip

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

Signed by: Brian R. Billings **President**
BCDC209F1B20443...
Authorized Company Representative – Title

Brian R. Billings
Representative/s Name (Typed or Printed)

859-223-7001
Area Code – Phone –Fax #

bbillings@atsconstruction.com
E-Mail Address

OFFICIAL ADDRESS:

3009 Atkinson Avenue, Suite 400

Lexington, KY 40509

(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: L-M Asphalt Partners, Ltd. DBA ATS Construction
2. Permanent Place of Business: 3009 Atkinson Avenue Suite 400
3. When Organized: April 3rd, 1992
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
See Attachment A

(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:

Hartford Fire Insurance Company (Surety)

Signed: Mary Crouch (Representative of Surety)
Mary Crouch Attorney-In-Fact

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>
	See Attachment C	

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Attachment D	

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>
	See Attachment E	

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>
		0.4%	

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. 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)—all in accordance with the Bid Documents.

Respectfully submitted:

L-M Asphalt Partners, LTD. DBA ATS Construction
(Name of Contracting Firm)

BY: Brian R. Billings Signed by: Brian R. Billings
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TITLE: President

DATE 6/9/2025

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</u>	<u>DBE</u> Work	<u>% of EACH MAJOR ITEM</u>
Tobacco Rose Construction & Developement Services, LLC	0.4%	Seeding and Erosion Control
Fox Enterprises, INC	0.0%	All Concrete Work
Arrow Electric	0.0%	Electrical Work
S&L Construction	0.0%	Signage
Central Seal	0.0%	Striping

LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
Asphalt Materials	ATS Construction
Icast	Drainage Structures and Pipe
Vulcan	Aggregate Materials



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 69-2025

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Tobacco Rose Construction & Development Services, LLC	DBE	Seeding and Erosion Control	\$6,957.28	0.4%
2.				
3.				
4.				

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

L-M Asphalt Partners, LTD. DBA ATS Construction
Company

6/9/2025

Date

Brian R. Billings

Company Representative

President

Title

Signed by:

Brian R. Billings

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LEXINGTON
LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 69-2025

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.

L-M Asphalt Partners, LTD. DBA ATS Construction

Company
6/9/2025
Date

Brian R. Billings

Company Representative
President
Title

Signed by:

Brian R. Billings

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DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	<u>L-M Asphalt Partners, LTD. DBA ATS Construction</u>	Date:	<u>6/9/2025</u>
Project Name:	<u>Mason Headley Improvements Project</u>	Project Number:	<u>69-2025</u>
Contact Name:	<u>Brian R. Billings</u>	Telephone:	<u>859-223-7001</u>
Email:	<u>bbillings@atsconstruction.com</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB
☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☒ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☒ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

L-M Asphalt Partners, LTD. DBA ATS Construction

Company

6/9/2025

Date

Brian R. Billings

Company Representative

President

Title

Signed by:
Brian R. Billings
BCDC209F1B20443...

4870-1925-6809, v. 1

Fw: ATS_ Request for Quotes – LFUCG 69-2025 Mason Headley Improvements Project

From Tyler Walton <twalton@atsconstruction.com>

Date Mon 6/9/2025 12:03 PM

To Greer Stone <gstone@atsconstruction.com>

From: Tyler Walton <twalton@atsconstruction.com>

Sent: Monday, June 2, 2025 2:19 PM

To: Isaiah Hadley <ihadley@scruggsconstructioninc.com>

Subject: Fw: ATS_ Request for Quotes – LFUCG 69-2025 Mason Headley Improvements Project

From: Tyler Walton <twalton@atsconstruction.com>

Sent: Tuesday, May 20, 2025 10:22 PM

To: Tyler Walton <twalton@atsconstruction.com>

Subject: ATS_ Request for Quotes – LFUCG 69-2025 Mason Headley Improvements Project

I'm reaching out to request quotes for the upcoming LFUCG 69-2025 Mason Headley Improvements Project, which is currently scheduled to bid on June 9, 2025.

We are seeking quotes for the following scopes of work:

Materials

Erosion Control/Seeding

Striping

Signs

Electrical

Clearing

Any other items that may be relevant or of interest to Subcontractors

Please submit your quote to me no later than end of business on June 8, 2025.

The deadline for submitting questions is May 30, 2025. If you have any questions or need additional information, don't hesitate to contact me.

Current Link to the plans is below, but please use the lonwave website to ensure you have access to the latest addendums that may come out later on from LFUCG.

 [LFUCG MASON HEADLEY PROJECT](#)

Thank you,

Tyler Walton
ATS Construction
Project & Contracting Engineer
Cell: 859-644-0608



Outlook

Fw: ATS REQUEST FOR QUOTE MASON HEADLEY PROJECT

From Tyler Walton <twalton@atsconstruction.com>

Date Mon 6/9/2025 12:03 PM

To Greer Stone <gstone@atsconstruction.com>

From: Tyler Walton <twalton@atsconstruction.com>

Sent: Tuesday, May 27, 2025 10:53 AM

To: Tyler Walton <twalton@atsconstruction.com>

Subject: ATS REQUEST FOR QUOTE MASON HEADLEY PROJECT

I'm reaching out to request quotes for the upcoming LFUCG 69-2025 Mason Headley Improvements Project, which is currently scheduled to bid on June 9, 2025.

We are seeking quotes for the following scopes of work:

Materials

Erosion Control/Seeding

Striping

Signs

Electrical

Clearing

Concrete

Stormwater

Any other items that may be relevant or of interest to Subcontractors

Please submit your quote to me no later than end of business on June 8, 2025.

The deadline for submitting questions is May 30, 2025. If you have any questions or need additional information, don't hesitate to contact me.

Current Link to the plans is below, but please use the lonwave website to ensure you have access to the latest addendums that may come out later on from LFUCG.

 [LFUCG MASON HEADLEY PROJECT](#)

Thank you,

Tyler Walton
ATS Construction
Project & Contracting Engineer
Cell: 859-644-0608

Cedar Valley Seeding, Inc.

851 Redmon Road
Paris, KY 40361
Phone (859) 749-8006
cvseeding@outlook.com

QUOTE

June 6, 2025

RE: LFUCG – Mason Headley Road Improvements
Lexington, KY
Bid Date: June 9, 2025

I am pleased to provide the following quote for the above named project:

Silt Trap Type C	\$225.00 / Each
Inlet Protection	\$225.00 / Each
Rock Check Dam	\$250.00 / Each
Temporary Silt Fence	\$ 2.95 / LF
Erosion Control Blanket	\$ 2.65 / SY
Seeding and Protection	\$ 1.50 / SY
Remove Fence	\$ 5.75 / LF

These prices include all labor, material, and equipment necessary to complete the project according to the plans and specs provided. Payment and performance bonds can be provided, additionally, at 1.5%. This quote is firm for thirty (30) days.

Feel free to call if you have any questions or require further information. Thank you for your consideration of Cedar Valley Seeding, Inc.

Sincerely,

Susan Redmon SR

Susan D. Redmon
President



Scruggs Construction Inc.

795 W Co. Rd. 500 N
North Vernon, IN 47265



Monty Scruggs - President
Tim Hadley - Vice President

Proposal

Date: 06/05/25

montscruggs@scruggsconstructioninc.com
timhadley@scruggsconstructioninc.com

To: ATS

Project: Mason Headley

Location: Lexington, KY

Contact: Isaiah Hadley

Phone: 812-718-8125

Email: ihadley@scruggsconstructioninc.com

Item	Description	Qty.	Unit	Unit Price	Total
8	Sidewalk Ramp(Sidewalk) - Included ADA Panels	29	SYS	\$ 291.00	\$ 8,439.00
9	Sidewalk Ramp(Multi-use Path) - Includes ADA Panels	90	SYS	\$ 163.44	\$ 14,709.60
11	KYTC Lip Header Curb	36	LF	\$ 64.72	\$ 2,329.92
40	Concrete Sidewalk - 4.5"	596	SYS	\$ 77.77	\$ 46,350.92
41	Concrete Sidewalk - 6"	1,396	SYS	\$ 82.16	\$ 114,695.36
42	Concrete Entrance Pavement	78	SYS	\$ 94.79	\$ 7,393.62
59	15" KYTC Sloped and Flared Headwall - Formed/Poured	1	Ea	\$ 8,967.25	\$ 8,967.25
60	18" KYTC Sloped and Flared Headwall - Formed/Poured	1	Ea	\$ 9,341.75	\$ 9,341.75
61	24" KYTC Straight Headwall - Formed/Poured	2	Ea	\$ 8,164.25	\$ 16,328.50
					\$ -
					\$ -
					\$ -
					\$ -
PROJECT TOTAL:					\$ 228,555.92

Notes:

Included: Concrete, Form and Pour, White Pig, ADA Panels, Sawcutting.

Excluded: Demo, Excavation, Subgrade

ATS

Scruggs Construction Inc.

Signatures above constitutes agreement with unit prices and forms a contract between parties.
Complete payment is due upon completion or as stated in project specifications.

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: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

Standard Title VI Assurance

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

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and 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.

Signed by:

Brian K. Billings

BKDC209F1B20443...

Name of Business

L-M Asphalt Partners, LTD. DBA ATS Construction

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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 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 L-M Asphalt Partners, LTD. DBA ATS Construction
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.

PR Department of Labor EEO-1 Report

Company: 6 ATS CONSTRUCTION

Job Categories		Number of Employees (Report employees in only one category)															
		Race/Ethnicity															
		Hispanic or Latino							Not Hispanic or Latino								
		Male							Female							Two or more races	Total Col A - N
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
1 Executive/Senior Level Officials and Managers		0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
2 First/Mid-Level Officials and Managers		0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
7 Craft Workers		1	0	102	0	0	1	0	0	4	0	0	0	0	0	0	108
8 Operatives		0	0	38	0	0	0	0	0	0	0	0	0	0	0	0	38
9 Laborers and Helpers		3	0	68	1	0	0	0	0	9	0	0	0	0	0	0	81
Total		4	0	213	1	0	1	0	0	13	0	0	0	0	0	0	232
Previous Year Total		7	0	372	5	0	1	0	0	18	0	0	0	0	0	0	403

19. EVIDENCE OF INSURABILITY

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

Names Insured: L-M Asphalt Partners, LTD. DBA ATS Construction Employee ID: 61-1219911
Address: 3009 Atkinson Avenue, Suite 400, Lexington KY 40509 Phone: 859-223-7001

Project to be insured: Mason Headley Improvements Project

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-1, Part 1.4 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 OCC \$2,000,000 AGG	Travelers	A++	XV
SC-1, Part 1.4 – see provisions	AUTO	\$2,000,000/per occ.	\$ 1,000,000 OCC*	Travelers	A++	XV
SC-1, Part 1.4 – see provisions	WC	Statutory w /endorsement as noted	\$ 1,000,000	Travelers	A++	XV
SC-1, Part 1.4 – see provisions	EXC	\$5,000,000 per occ.	\$5,000,000 Occ/Agg	Travelers	A++	XV
*EXC			\$1,000,000	Travelers	A++	XV

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.

Acrisure LLC

Agency or Brokerage

John W. Hampton

Name of Authorized Representative

780 Winchester Road

Street Address

Producer

Title

Lexington, KY 40505

City State Zip

859-254-1836

Telephone Number

June 6, 2025

Date

John W. Hampton
Authorized Signature

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.

14. DEBARRED FIRMS

PROJECT NAME: Mason Headley Improvements Project

BID NUMBER: 69-2025

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 L-M Asphalt Partners, LTD. DBA ATS Construction 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.

L-M Asphalt Partners, LTD. DBA ATS Construction
Name of Firm Submitting Bid

Signed by:
Brian R. Billings
Signature of Authorized Official

President
Title

6/9/2025
Date

Attachment A

EM Equipment

Equipment Code	Description	VIN/Serial #
01LT6106	CHEVY 2500 4X2 FLATBED****SOLD****	1GCC24U132226854
01LT6133	TOYOTA TUNDRA CREWMAX 4X4 PICKUP	5TFDW3F14DX274182
01LT6134	2015 FORD F-250 2 WHEEL-DRIVE	1FT7X2A63FEA47169
01LT6135	2015 FORD F-250 2 WHEEL-DRIVE	1FT7X2A63FEA47170
01LT6136	2011 GMC SIERRA C15	1GTN1TE4B2246283
01LT6138	2015 CHEVROLET 2500 HD 4X2	1GC2CUEGOFZ121158
01LT6140	2015 CHEVROLET SILVERADO 2500HD 4X2	1GC2CUEG9FZ527889
01LT6141	2016 CHEVY SILVERADO 2500HD	1GC2KUEG7GZ143601
01LT6142	2016 CHEVROLET 2500 HD PICKUP	1GC2KUEG3GZ205897
01LT6143	2016 CHEVY 2500 HD	1GC2KUEG9GZ235373
01LT6144	2016 CHEVY 2500 HD	1GC2KUEG8GZ236630
01LT6145	2016 CHEVY 2500 HD	1GC2KUEG6GZ233659
01LT6146	2016 CHEVY 2500 HD	1GC2KUEG0GZ235401
01LT6147	2016 CHEVY 2500 HD	1GC2KUEG4GZ236530
01LT6148	2016 CHEVY SILVERADO 2500HD	1GC2KUEG2GZ235574
01LT6149	2016 CHEVY SILVERADO 2500HD	1GC2KUEG0GZ208532
01LT6150	2016 CHEVROLET 2500HD 4X4 W/ LADDER RACK	1GC2KUEG6GZ393282
01LT6152	2013 CHEVROLET SILVERADO 1500	1GCRKST678DZ35403
01LT6154	2013 CHEVROLET CREW CAB	1GC1KVCG3DF197687
01LT6158	2015 FORD F-150 XL 2-DOOR	1FTFX1EF5FFB21833
01LT6159	2018 CHEVROLET EXT CAB 1500	1GCVKRECSJZ133471
01LT6160	2017 CHEVROLET 2500HD	1GC2KUEG1HZ359154
01LT6162	2018 CHEVROLET 2500	1GC2KUEG0JZ300196
01LT6163	2018 TOYOTA TACOMA SR5	3TFSZ5AN5JX145114
01LT6165	2018 FORD F-150 XL	1FTFX1E59JKD79313
01LT6166	2018 CHEVROLET 2500HD	1GC2KUEG2JZ303522
01LT6169	2012 FORD F-250	1FTBF2B62CED20240
01LT6170	2019 CHEVROLET 1500	1GCPYCEFF2KZ349164
01LT6171	2019 CHEVROLET 1500 LTZ	1GCRYGED5KZ350971
01LT6172	*****SOLD*****2019 CHEVROLET 1500 LTZ	1GCRYGED9KZ349693
01LT6173	2019 CHEVROLET COLORADO	1GCHSBEA3K1297420
01LT6174	2019 CHEVROLET SILVERADO 1500	1GCRYAEH12KZ369218
01LT6175	2019 CHEVROLET SILVERADO 1500	1GCRYAEH2KZ369235
01LT6176	2019 CHEVROLET SILVERADO 1500	1GCRYAEH0KZ369881
01LT6177	2019 CHEVROLET SILVERADO 1500	1GCRYAEH4KZ371648
01LT6178	2019 FORD F-250 4 X4	1FT7X2B62KEF57182
01LT6179	2019 FORD F-250	1FT7X2A69KEF57181
01LT6180	2019 CHEVROLET COLORADO	1GCHSBEA3X1294739
01LT6183	2020 CHEVROLET SILVERADO 1500	1GCPYAEH4LZ295423 1GCPYAEH4LZ295423
01LT6184	2020 CHEVROLET SILVERADO	1GCPYAH12LZ295386
01LT6185	2020 CHEVROLET SILVERADO 1500	1GCPYAEH8LZ296543
01LT6186	2020 CHEVROLET SILVERADO 1500	1GCPYAEH3LZ296689
01LT6187	2021 CHEVROLET 2500HD	1GC1YLE77MF137461
01LT6188	2021 CHEVROLET 2500HD	1GC1YLE74MF137448
01LT6189	2021 CHEVROLET 1500 CREW CAB	1GCUYDEDT7MG199420
01LT6191	2015 CHEVROLET SILVERADO 2500	1GC2KUEG4FZ552329
01LT6192	2018 CHEVROLET SILVERADO 2500	1GC2KUEG6JZ296655
01LT6193	2016 DODGE RAM 2500	3C6TR5CT0G0G264421
01LT6194	2021 CHEVROLET SILVERADO 1500	1GCUYEEL1MZ439929
01LT6195	2021 FORD F-150	1FTFX1E55MKF13383
01LT6196	2021 FORD F-150	1FTFW1E83MKF13380
01LT6211	2020 CHEVROLET TAHOE	1GNSKAKC6LR221156
01LT7102	2010 Ford	1FMEU5BE4AUF04119
01LT7104	2005 CHEVY SILVERADO	1GCCE14V15Z103049
01LT7110	2014 FORD F-250	1FT1W2B68EB50149
01LT7111	2015 CHEVY PICKUP	1GC1KUEG0FF185488
01LT7112	2015 CHEVY PICKUP	1GC2KUEG2FZ140085
01LT7113	2013 CHEVY SILVERADO	1GCRKSE71DZ283643
01LT8117	CHEVY COLORADO	1GCCS149988158326
01LT8132	CHEVROLET 2500 4X4 EXT CAB	1GC2KVCG0CZ27772
01LT8133	CHEVROLET SILVERADO CREW	1GC1KVCG3BF265290
01LT8134	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP TRUCK	5TFDW3F14DX274019
01LT8136	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP	5TFDW3F13DX286095
01LT8138	2013 CHEVROLET SURVEY TRUCK	1GC2KVCG2DZ304005
01LT8139	2013 CHEVROLET 2500 TRUCK	1GC2CVCG5DZ295412
01LT8140	2015 CHEVY SILVERADO	1GC2KUEG3FZ130407
01LT8142	2015 CHEVROLET SILVERADO 2500HD 4WD	1GC2KUEG9FZ527961
01LT8150	2015 CHEVROLET 2500 HD	1GC2KUEG0FZ336838
01LT8151	2015 CHEVROLET 2500 HD	1GC2KUEG4FZ537488
01LT8152	2015 CHEVROLET 2500 HD	1GC2KUEG9FZ537521
01LT8153	2017 CHEVY 2500 4X4	1GC1KUEG7HF198662
01LT8154	2020 CHEVROLET SILVERADO 2500HD	1GC1YLE71LF1310454
01LT8155	2020 CHEVROLET SILVERADO 2500HD	1GC1YLE70LF1310476
01LT8156	2022 CHEVROLET SILVERADO 2500HD	1GC2YLE72NF116359
01LT8157	2022 CHEVROLET SILVERADO 2500HD	1GC5YLE75NF231664
01LT8184	2022 FORD F-150 XL 4WD SUPER	1FTFW1E57NFA44701
01LT8186	CHEVY 2500	1GCHK24D56E208246
01LT8214	2006 FORD E350 PASSENGER VAN SILVER	1FBSS31L06DA77261
01PV143	2008 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDWFF36528EA71143
01PV8427	2007 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDWFF36587EA58427
01TK6211	FORD F350 DUMP TRUCK	1FDWFF36F8XMA19503
01TK6213	FORD F350 4X2 FLATBED	1FDAF56F86ED92253
01TK6215	2015 FORD F-550 CREW TRUCK	1FD0XSH70FEC57187
01TK6220	2017 FORD F-250 SERVICE TRUCK	1FDMF2A67HEC82279

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01.TK6221	2017 FORD F-250 SERVICE TRUCK	1FDHF2A63HBC2280
01.TK6222	2018 FORD F450 4X2 FLATBED TRUCK	1FD0XAGT4JEC46701
01.TK6223	2019 FORD F450 4X4 FLATBED CREW TRUCK	1FD0UF4HT4KEG58735
01.TK7214	2008 FORD F550 FLATBED	1FD0AF56878J1A76456
01.TK7217	2013 DODGE RAM PARTS RUNNER	3C7WRRMDL21XG520123
01.TK7218	2002 FORD F650	3FDWF65B62MA28080
01.TK7219	2004 FORD F350	1FD0WF36LX4EA61663
01.TK7220	1995 GMC TOP KICK	1GDK7H1J98J519082
01.TK8209	FORD F450 STEAM	1FD0XF46FXEB40646
01.TK8210	FORD F550 FLATBED	1FD0AF57F02EB50461
01.TK8212	CHEVY 3500 POWDER TRUCK	1GBJK34132E125300
01.TK8213	CHEVROLET SILVERADO 3500 FLATBED	1GCJK33698F146664
01.TK8214	FORD F250 4X2 4 DOOR	1FTSW2A52AEA03225
01.TK8216	2016 FORD F450 EXT CAB W/ UTILITY BED	1FD0X4GT3GEC04996
01.TK8217	2017 CHEVY 3500 UTILITY BED	1GB4KYCY5HF132678
01.TK8218	2017 CHEVY 3500 W/ UTILITY BED	1GB4CYCY9HF132664
01.TK8219	1994 GMC TOPKICK FLATBED	1GDK7H1JSR520613
01.TK8220	2018 FORD F-450 UTILITY BED TRUCK	1FD0X4HT3JUC46730
03.TR6808	CUSTOM TRAILER	1KX43154XX1003356
03.TR6809	BIG TEX TAMDEN 16X6 BARREL TRAILER	16VNX162972C73900
03.TR6811	BIG TEX TAMDEN 18X7 TRAILER	421HD182975002652
03.TR6812	SMALL WATER TANK TRAILER	TR6812
03.TR6814	2007 BIG TEX 50LA TANDEM TRL- SHOP PRESSURE WASHER	16VNX122072C59874
03.TR6816	GATOR TAMDEN 7X20 TRAILER	421H02029A8012218
03.TR6817	GATOR TAMDEN 7X20 TRAILER	421H02022AS013341
03.TR6818	2015 GATOR MADE TRAILER	421HD2028FS015361
03.TR6819	2015 GATOR MADE TRAILER	421HD2026FS015360
03.TR6820	6 X 12 GATORMADE STEAMER TRAILER w/ MMR198	421UA1228H5030325
03.TR6821	5x10 WALK BEHIND SAW TRAILER	421UA1013FS017639
03.TR6822	GM 16FT UTILITY TANDEM AXLE TRAILER	
03.TR6823	GM 10FT UTILITY SINGLE AXLE TRAILER	
03.TR6824	4' X 7' TRAILER WITH WATER TANK	
03.TR6825	GATORMADE 18+3 EQUIPMENT TRAILER W/ RAMPS	421HD2123LS004679
03.TR6826	GATORMADE 16FT TRAILER	421PB1629LS004576
03.TR6827	GATORMADE 16FT TRAILER	421PB1627LS004575
03.TR6828	ECONOLINE 18FT TRAILER	42EDBCG22K100235
03.TR6829	LONEWOLF SINGLE AXLE TRAILER	4P7U61210LF073119
03.TR6830	2007 UNITED EXPRESSLINE AIR TEST TRAILER	18BTE12187A091247
03.TR6831	GATORMADE 16FT TANDEM AXLE TRAILER	421UA162XXS004428
03.TR6832	GATORMADE 8FT SINGLE AXLE TRAILER	421UA1019KS000385
03.TR6833	HOMESTEADER 5X8 TRAILER	5HABE0812NN105757
03.TR6840	HOMEMADE SLURRY SEAL BRUSH TRAILER	KYT44236
03.TR7900	WELLS CARGO UTILITY TRAILER	1WC200E2341107267
03.TR7901	GATOR MADE TRAILER	421UA1621DS005003
03.TR7910	CORE MACHINE TRAILER WITH PREDATOR GENERATOR	T57A15070081920(GEN.) & 0999440(C.M.)
03.TR7920	HOMEMADE BARREL TRAILER	KYT44003
03.TR8807	SINGLE AXLE 5 X10 TRAILER	N/A
03.TR8809	HOMEMADE TAMDEN 16X6 TRAILER	KYT23010
03.TR8810	TAMDEN 16X6 TRAILER	KYT37865
03.TR8814	HOMEMADE SINGLE 12X5 TRAILER	KYT38488
03.TR8815	HOMEMADE TAMDEN 6X16 TRAILER	KYT38487
03.TR8817	HOMEMADE SMALL WATER TANK TRAILER	0890061
03.TR8818	STIGER GOOSENECK TAMDEN 18X7 TRAILER	159F718234K087167
03.TR8819	STIGER 16' GOOSE NECK TRAILER	159F718294K087190
03.TR8820	STIGER 16' GOOSE NECK TRAILER	159F718214K087197
03.TR8821	STIGER TAMDEN 16X6 PIN TRAILER	159FS16214K087217
03.TR8826	SINGLE 12X6 TRAILER	4YMU12139G020197
03.TR8828	GATORMADE 16FT UTILITY TRAILER	421UA1628LS003506
03.TR8829	EZ TRAIL 1074 PIPE TRAILER	L202033
03.TR8875	16' UTILITY TRAILER	4ASUS16296S048623
03.TR8876	PIPE TRAILER	
03.TR8877	GATORMADE UTILITY TRAILER 6X16	421UA1623CS021381
03.TR8878	GATORMADE UTILITY TRAILER 6X20 W/RAMP GATE	421UA0221CS021893
03.TR8879	PIPE COIL TRAILER	32N12
03.TR8880	Silver Tool Trailer (Concrete Crew)	
03.TR8881	PACE AMERICAN CARGOSPORT BOX TRAILER	40L UB1420XP055377
03.TR8882	Homemade Tow-Behind Pipe Trailer	N/A
03.TR8883	2021 SURE-TRAC TRAILER 102 X 24	5FW1U2429M3330007
03.TR8884	2021 DIAMOND T TRAILER	5FW7US1621MR027423
04.TR6801	FONTAINE 55 TON WEDGE LOWBOY TRAILER	13NE5240923514794
04.TR6802	ETNYRE BLACKHAWK 55 TON LOWBOY TRAILER	1E92819043E111006
04.TR6805	Trail King Lowboy	1TKJ0493X3B012912
04.TR6807	TRAILMAX T-12-UT TRAIL	1G9KS21272A065560
04.TR6815	CRONKHITE 4800 6' X 14' TRAILER	473482322V1110715
04.TR6850	2019 LANDOLL TRAILER	1LH455UJ0K1B26411
04.TR6851	FONTAINE TRAILER	57JE5330XL3577563
04.TR6852	4TH AXLE FOR TR6851	57JM05101M5P1869
04.TR6853	2022 LANDOLL TRAILER	1LH440VHXN1B33306
04.TR7803	DORSEY DUMP TRAILER	HW-12558 33DATR17
04.TR7806	1971 FRUEHAUF TRAILER	EW4374803
04.TR7808	ROGERS 35 TON LOWBOY (PAVING)	1RBH48309MAR21579
04.TR7809	1995 AZTEC DROP DECK TRAILER*****SOLD*****	1A9BR4B345M100552
04.TR7810	1979 STRICK TRAILER	229147
04.TR7812	TRAFFIC CONTROL TRAILER	46CFB16237M002410
04.TR7813	'89 CHEROKEE FLAT TRAILER	7734

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04 TR7814	ECONOLINE 6 TON TAG TRAIL-1997	42ETPHB29V1004348
04 TR7815	45 FT. FRUEHAUF VAN TRAILER	CHSI93461
04 TR7816	45 FT. FRUEHAUF VAN TRAILER	HPR482265
04 TR7817	1983 HOBBS TRAILER	1H5P04529DN013204
04 TR7819	2000 FONTAINE TH-55 TRAILER	4LF455332Y3509893
04 TR7820	1984 GREAT DANE TRAILER	1GRFA9621ES137602
04 TR7821	1984 FRUEHAUF TRAILER	1H2V0482XEA012622
04 TR7822	1991 TRAILMOBILE TRAILER	1PCT7ATHOM9005262
04 TR7823	2002 LIDDELL M-75 4-AXLE TRAIL	1L9SL634321236164
04 TR7824	1986 GREAT DANE TRAILER	1GRDM9026GM026901
04 TR7825	1962 FRUEHAUF TRAILER	MEB140101
04 TR7826	1988 TRANSCRAFT TRAILER	1TTF45202J1029864
04 TR7828	LANDOLL TRUCK TRAILER	1LH660UH221B12466
04 TR7829	1985 GREAT DANE TRAILER	1GRAA962XFB130112
04 TR7830	1987 GREAT DANE TRAILER	1GRDM9020HM010601
04 TR7831	ECONOLINE 7 TON 21' TRAILER	42ETPPG225J001159
04 TR7832	GATOR 16' UTILITY TRAILER	4Z1UA1627ES012197
04 TR7833	GATOR 16' TRAILER	4Z1CB1620ES007430
04 TR7834	2000 FONTAINE JEFF. DOLLIES	4LFSN0511Y3509734
04 TR7836	FONTAINE LOWBOY TRAILOR 1994	4LF457752R3503651/4LF3N2627K3503447
04 TR7837	1988 TRAILKING LOWBOY	TKSA04622JM110152
04 TR7839	2003 LOAD KING 55 TON LOWBOY	5LKL493393J024620
04 TR7840	1993 FONTAINE 60 TON QUAD	4LF457345S3503601
04 TR7841	1998 TRAIL KING DROP DECK	1TKA04621WM090018
04 TR7901	1982 TRAILMOBILE ASPHALT TANK	1PTT43EJ7B4000318
04 TR7902	1988 POLAR ASPHALT TANKER	1PMC1422927009409
04 TR7904	1988 POLAR ASPHALT TANKER	1PMC14227J2009408
04 TR7905	1992 FRUEHAUF ASPHALT TANKER	1H4T0432XNL020407
04 TR7907	1995 ETNYRE ASPHALT TANKER	1EY144206SE007210
04 TR7908	2015 ETNYRE 7250 GALLON TANKER	1EY178815FE007171
04 TR7909	1992 ETNYRE TANKER	1EY144207ME007073
04 TR7910	1977 TRAILMOBILE ASPHALT HAULER	S40057
04 TR7911	1978 TRAILMOBILE	S41577
04 TR7912	1977 TRAILMOBILE ASPHALT HAULER	N41055
04 TR7913	1977 TRAILMOBILE ASPHALT HAULER	UNSS07811
04 TR7914	1977 AMCC ASPHALT HAULER	1PMC14220F2007085
04 TR7915	2022 MAC HOT PRODUCTS TANK	558mmx324mmx007541
04 TR7916	2022 ETNYRE ASPHALT TANKER	1EY197969NE007283
04 TR7917	2022 ETNYRE ASPHALT TANKER	1EY197978NE007297
04 TR8805	TRAIL KING 50 TON LOWBOY TRAILER	1TKJ048385B010080
04 TR8806	TRAIL KING 70 TON LOWBOY TRAILER	1TKS005125B019552/19551 (2 NUMBERS)
07 TK6251	FORD F450 MECHANIC TRUCK	1FDXXF46P75ED35268
07 TK6254	FORD F750 MECHANIC TRUCK	3FRWX75H18V68649
07 TK6255	2015 KENWORTH T270 MECHANICS TRUCK	2NKH0M6X2FM455160
07 TK6256	2022 KENWORTH T370 MECHANICS TRUCK	2NKH0M7X7NM143476
07 TK7254	2006 KENWORTH T300 TRUCK	2NKMHD7X96M159257
07 TK8252	FORD F550 MECHANIC TRUCK	1FDAF57P85EA17105
07 TK8258	2009 HINO 338 MECHANICS TRUCK***SOLD***	5P2VNV8JM894550163
07 TK8259	2010 KENWORTH T270 MECHANICS TRUCK	2NKH0N6XAM261944
07 TK8260	2006 KENWORTH T300 MECHANICS TRUCK	2NKMHD6X16M139845
07 TK8261	2007 PETERBILT 335 MECHANICS TRUCK	2NPL1D7X57M681407
07 TK8262	2001 PETERBILT MECHANIC TRUCK	2NPNHD7X81M555347
07 TK8263	2021 KENWORTH MECHANIC TRUCK	2NKH0M7X9MM437279
07 TK8264	MECHANIC TRUCK - 2005 FORD F650 (WAS WCM 07.20722)	3FRWF65B05V136071
07 TK8265	MECHANICS TRUCK - 2004 KENWORTH (WAS WCM 07.04286)	2NKMHD7X54M064286
07 TK8266	WELDING TRUCK - 2017 DODGE (WAS WCM 07.17733)	3C7WRN0L7HG623773
10 CR8010	GROVE RT740B CRANE	71732
12 FK6550	SKYTRAK 6036-48 FORKLIFT	0160008272
12 FK6560	CAT DP45 FORK LIFT	5CN00201
12 FK6561	CAT V50 FORKLIFT	AT9003075
12 FK6562	MITSUBISHI FGC30N FORKLIFT (WAREHOUSE)	AF83F30381
12 FK7550	YALE FORKLIFT	N526628
12 FK7551	YALE FORKLIFT GP110	C813V023462
12 FK7553	IR FORKLIFT RT706H-199	1e4327
12 FK7554	IR FORKLIFT RT706G-1997	153443
12 FK8560	HYSTER FORKLIFT	H177B41108A
12 FK8562	TOYOTA PROPANE FORK LIFT	14890
12 ML6011	GENIE S80 4 X 4 AERIAL LIFT (MAN LIFT)	2658
12 ML6012	GENIE S60 MAN LIFT	S60XCH-46211
12 ML6013	GENIE S60 MANLIFT	S60XCH-46219
12 ML8010	2000 GENIE SCISSOR LIFT	31887
12 ML8011	GENIE GS2668 RT SCISSOR LIFT	GS6808-51816
13 BR6532	BROCE RJ-350 BROOM	403193
13 BR6534	SUPERIOR BROOM DT80CT	807668
13 BR6535	SUPERIOR DT80J BROOM	613648
13 BR6538	BROCE RCT 350 BROOM	411623
13 BR6539	BROCE RCT 350 BROOM	411624
13 BR6540	BROCE RCT350 BROOM	412032
13 BR6541	BROCE RCT350 BROOM	412033
13 BR6590	TENNANT 8210 SHOP SWEEPER	8210-1482
13 BR7537	BROCE BROOM	404207
13 BR7540	SUPERIOR DT80J BROOM	803057
13 BR8531	WALDON SM 250 SWEEPMASTER ROAD BROOM	28297-011 OR 28397-011
13 BR8534	SUPERIOR 8FT BROOM	808742
13 BR8535	SUPERIOR DT74J BROOM	618847

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13.HR8536	SUPERIOR D174J BROOM	R1R848
13.HR8537	SUPERIOR DT80K CENTER MOUNTED BROOM	817751
13.TK8382	FREIGHTLINER FL70 ELGIN SWEEPER TRUCK BROOM BEAR	1FV6HJBA2YHF15293
14.DZ7011	KOMATSU D39EX-21 DOZER	1118
14.DZ7014	CAT D39LGP DOZER (AT GREER)	CFY00672
14.DZ7020	CAT D6KXL DOZER W/GPS	FBI102668
14.DZ8011	CAT D9R DOZER	ABK00687
14.DZ8013	CAT D8T DOZER W/GPS	KPZ00393
14.DZ8020	CAT D5M LGP DOZER	3CR01860
14.DZ8021	CAT D5N LGP DOZER	AKD00295
14.DZ8040	CAT D6R XL DOZER	SLN00604
14.DZ8042	CAT D6N LGP DOZER W/GPS	ALY02602
14.DZ8043	CAT D6N LGP DOZER W/GPS	ALY03079
14.DZ8044	CAT D6N LGP DOZER R W/GPS	ALY03168
14.DZ8060	CAT D8R II DOZER	6YZ00350
14.DZ8061	CAT D8R II DOZER	6YZ00392
14.DZ8062	CAT D8R II DOZER	6YZ00717
14.DZ8063	CAT D8R II DOZER	6YZ00916
14.DZ8064	CAT D8R II DOZER	6YZ01073
14.DZ8065	CAT D8R II DOZER	6YZ01279
14.DZ8066	CAT D8R II DOZER	6YZ01405
14.DZ8067	CAT D8R II DOZER	6YZ01645
14.DZ8069	CAT D8R II DOZER	6YZ01776
14.DZ8070	CAT D8R II DOZER	6YZ01813
14.DZ8072	CAT D8T DOZER W/GPS	KPZ00824
14.DZ8073	CAT D8T DOZER W/GPS	KPZ00914
14.DZ8074	CAT D8T DOZER W/GPS	J8B00572
14.DZ8075	CAT D8T DOZER W/GPS	KPZ01030
14.DZ8076	CAT D8T DOZER W/GPS	KPZ01243
14.DZ8091	CAT D10R PUSH DOZER	3KR00728
14.DZ8092	CAT D10R PUSH DOZER	3KR75033
14.DZ9050	CAT D6R XL DOZER W/ JERSEY BOX	SLN02103
15.SC8212	CAT 631E SCRAPER	IAB01460
15.SC8213	CAT 631E SCRAPER	IAB01461
15.SC8214	CAT 631E SCRAPER	IAB01462
15.SC8215	CAT 631E SCRAPER	IAB01389
15.SC8216	CAT 631E SCRAPER	IAB01407
15.SC8225	CAT 631G SCRAPER	CLR00409
15.SC8226	CAT 615C PADDLE PAN SCRAPER	9XG01892
15.SC8227	CAT 631E SCRAPER	IAB01395
15.SC8228	CAT 631E SCRAPER	1NB00914
15.SC8229	CAT 631E SCRAPER	1NB00921
15.SC8230	CAT 631E SCRAPER	1NB00923
17.LD8882	CAT 963C TRACK LOADER W/CLEARING FORK & GRAPPLE	2DS02692
17.LD8883	CAT 963C TRACK LOADER	2DS03065
17.LD8884	CAT 963C TRACK LOADER	BHD01542
17.LD8885	CAT 963C TRACK LOADER	BHD01246
17.LD8886	CAT 963C TRACK LOADER	BBD02401
23.LD6604	980H WHEEL LOADER	JMS02230
23.LD6606	980M WHEEL LOADER	KRS00378
23.LD6607	972M LOADER	ABP00615
23.LD6608	972M WHEEL LOADER	LSJ02029
23.LD6609	972M WHEEL LOADER	LSJ02036
23.LD6610	CAT 980G WHEEL LOADER	2KR02364
23.LD6611	CAT 988K WHEEL LOADER	TWX00401
23.LD6612	WA500-3 KOMATSU WHEEL LOADER	A72430
23.LD7601	WA500-3L WHEEL LOADER	A70528
23.LD7602	966G CAT WHEEL LOADER	3SW00449
23.LD7603	966G CAT WHEEL LOADER	3SW00351
23.LD7604	950G CAT WHEEL LOADER	AXX01427
23.LD7605	966G WHEEL LOADER	3SW00262
23.LD7606	WA450-3L WHEEL LOADER	A36389
23.LD7609	WA500-ILC WHEEL LOADER	A60062
23.LD7610	IT28G TOOL CARRIER	8CR02774
23.LD8802	IT28B WHEEL LOADER	1HF02343
23.LD8804	IT28F WHEEL LOADER	6FN00335
23.LD8806	IT28G WHEEL LOADER	8CR00162
23.LD8807	IT28G WHEEL LOADER	8CR03543
23.LD8808	IT28G WHEEL LOADER	8CR03791
23.LD8821	IT930G WHEEL LOADER	TWR02306
23.LD8822	IT930G WHEEL LOADER	TWR02434
23.LD8823	926M WHEEL LOADER	LTE00447
23.LD8824	930M WHEEL LOADER	KTG03841
23.SK6719	248B SKID STEER RUBBERTIRE HIGH FLOW - MILLING	SCL01778
23.SK6720	279D XPS SKID STEER	GTL05584
23.SK6721	259D SKID STEER	FTL14554
23.SK6722	259D SKID STEER	FTL17049
23.SK6723	216 CAT SKID STEER	4NZ05614
23.SK7720	CAT 257 SKID STEER (BIZZACK SHOP)	SLK00397
23.SK7725	SK-815-3N SKID STEER	A30007
23.SK8719	246B SKID STEER RUBBERTIRE*****SOLD*****	PAT02742
23.SK8726	279C SKID STEER TRACK	MBT00924
24.BH6501	CASE 580SL BACKHOE RUBBERTIRE	JJG0268381
24.BH6504	CAT 420F2 BACKHOE	FWC03935
24.BH7505	KOMATSU WB-140 BACKHOE	A21567

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24.HH7508	CATERPILLAR 430E BACKHOE	SWC00493
24.HH8501	CAT 416C IT RUBBER TIRE BACKHOE	1WR08273
24.HH8503	CAT 416C RUBBER TIRE BACKHOE	SYN06635
24.HH8504	CAT 416C RUBBER TIRE BACKHOE W/HAMMER	SYN06697
24.HH8507	CAT 420D RUBBER TIRE BACKHOE	FDP00350
24.HH8510	CAT 420D RUBBER TIRE BACKHOE	FDP12767
24.HH8511	CAT 420D RUBBER TIRE BACKHOE	FDP15126
24.HH8512	CAT 420D RUBBER TIRE BACKHOE	FDP15127
24.HH8513	CAT 420D RUBBER TIRE BACKHOE	FDP15178
24.HH8514	CAT 420D IT RUBBER TIRE BACKHOE	BLN10759
24.HH8515	CAT 420D IT RUBBER TIRE BACKHOE	BLN10681
24.HH8516	CAT 430F2IT BACKHOE	HWG00362
24.HH8518	CAT 420F2IT BACKHOE	HWG02910
24.FM9012	JOHN DEERE 5420 TRACTOR	LV5420P446102
24.FM9013	JOHN DEERE 6430 TRACTOR	LJ6430H662618
26.RT8610	CAT 773F ROCK TRUCK	EED01074
26.RT8611	CAT 773F ROCK TRUCK	EED01075
26.RT8612	CAT 773F ROCK TRUCK	EED01076
26.RT8614	CAT 773B ROCK TRUCK	63W04536
26.RT8615	CAT 773B ROCK TRUCK	63W04515
27.AT8610	CAT 730 ARTICULATED DUMP TRK	AGF00786
27.AT8611	CAT 730 ARTICULATED DUMP TRK	AGF00787
27.AT8612	CAT 730 ARTICULATED DUMP TRK	AGF00788
27.AT8613	CAT 730 ARTICULATED DUMP TRK	AGF00814
27.AT8614	CAT 730 ARTICULATED DUMP TRK	AGF00815
27.AT8615	CAT 730 ARTICULATED DUMP TRK	AGF00661
27.AT8616	CAT 730 ARTICULATED EJECTOR	BIW00162
27.AT8618	CAT 730 ARTICULATED EJECTOR	BIW00177
27.AT8619	CAT 730 ARTICULATED EJECTOR	BIW00234
27.AT8620	CAT 730 ARTICULATED EJECTOR	BIW00235
27.AT8647	CAT 740 ARTICULATED EJECTOR	BIR00318
27.AT8648	CAT 740 ARTICULATED EJECTOR	BIR00389
27.AT8649	CAT 745 ARTICULATED DUMP TRK	37600820
27.AT8650	CAT 745 ARTICULATED DUMP TRK	37600821
27.AT8651	CAT 745 ARTICULATED DUMP TRK	37600830
27.AT8652	CAT 745 ARTICULATED DUMP TRK	37600831
29.HR8405	NPK HOE RAM HAMMER 8,000 LB.	3-447
29.HR8409	NPK E205 HOE RAM HAMMER 1,300 LB.	71852
29.HR8410	NPK E225 HOE RAM HAMMER 8,000 LB.	76117
29.HR8411	NPK E225 HOE RAM HAMMER 8,000 LB.	72240
29.HR8413	NPK E207 HOE RAM HAMMER 2,000 LB.	85699
29.HR8414	NPK GH-18 HAMMER 12,000 LB.	109112
29.HR8415	TRX HB750 HYDRAULIC SKID STEER HAMMER	
29.HR8416	PALADIN SFD500 SKIDSTEER HAMMER ATTACHMENT	18D855
29.HR8417	KENT KF-4 SKIDSTEER HAMMER ATTACHMENT (BUILT ON 6/12/20)	9173
29.HR8418	CAT H130ES HYD HAMMER	1E1H00823
30.GR6421	LEEJOY 685 MOTOR GRADER	360
30.GR6423	CAT 12H MOTOR GRADER W/GPS	AMZ00644
30.GR6424	CAT 12H MOTOR GRADER	AMZ00944
30.GR7420	CAT 12H MOTOR GRADER	AMZ00954
30.GR7421	CAT 12H MOTOR GRADER	4XM01808
30.GR7422	CAT 12H MOTOR GRADER	AMZ00303
30.GR7424	CAT 12G MOTOR GRADER	61M15340
30.GR7425	CAT 12G MOTOR GRADER	61M08946
30.GR8420	CAT 16G MOTOR GRADER	91U03480
30.GR8421	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00060
30.GR8422	FIAT FG65C MOTOR GRADER	85S05140
30.GR8423	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00498
30.GR8424	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ01285
30.GR8425	CAT 14H MOTOR GRADER W/GPS	7WJ01968
30.GR8426	CAT 14H MOTOR GRADER W/GPS	ASE01090
30.GR8427	CAT 14H MOTOR GRADER W/GPS	ASE01497
31.EX7525	CAT 312CL EXCAVATOR	CBA03860
31.EX8520	CAT 325BL EXCAVATOR HOE RAM W/HAMMER	2JR01626
31.EX8521	KOMATSU PC290LC-11 EXCAVATOR W/ GPS	A27081
31.EX8525	CAT 345B LME EXCAVATOR	AGS00832
31.EX8526	CAT 325CL EXCAVATOR W/THUMB & HAMMER	B7E00180
31.EX8529	CAT 325CL EXCAVATOR HOE RAM W/HAMMER	B7E00853
31.EX8530	CAT 325CL EXCAVATOR W/HAMMER	CRB00971
31.EX8531	CAT 345BL ME II EXCAVATOR	AGS02329
31.EX8532	CAT 325CL EXCAVATOR HOE RAM W/HAMMER	CRB00976
31.EX8533	CAT 325CL EXCAVATOR W/ MULCHING ATTACH	CRB00987
31.EX8534	CAT 325CL EXCAVATOR	B7E01641
31.EX8535	CAT 330CL EXCAVATOR	DKY03554
31.EX8536	CAT 330CL EXCAVATOR	KDD01057
31.EX8537	CAT 312CL EXCAVATOR W/HAMMER	C3A02416
31.EX8538	CAT 330DL EXCAVATOR	MWP01039
31.EX8539	CAT 325DL EXCAVATOR	PAL00335
31.EX8540	CAT 325DL EXCAVATOR	PAL00401
31.EX8541	CAT 345C EXCAVATOR W/ HAMMER	P7W01928
31.EX8542	CAT 325DL EXCAVATOR	A3R01072
31.EX8543	CAT 325DL EXCAVATOR	A3R01064
31.EX8544	CAT 312CL EXCAVATOR	CBA04501
31.EX8545	KOMATSU PC800LC-8 EXCAVATOR	55225
31.EX8546	CAT 336EL EXCAVATOR W/ GPS	FJH00262

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31 EX8548	2018 KOMATSU PC360LC-11 EXCAVATOR	A36672
31 EX8549	CAT 336J EXCAVATOR W/ GPS	DKS00227
31 EX8551	CAT 325F LCR EXCAVATOR W/HAMMER	NDJ20146
34 AH8813	PRO-TEC 2290-SE ARROW BOARD	256AH03
34 MM7283	MESSAGE BOARD	6489
34 MM7284	ADDCO MESSAGE BOARD	585454
34 MM8283	VER-MAC MESSAGE BOARD	289US4125ES132607
34 MM8284	VER-MAC MESSAGE BOARD	289US4128ES132617
34 MM8285	VER-MAC MESSAGE BOARD	28PUS412XES132618
34 MM8286	VER-MAC MESSAGE BOARD	289US4121ES132619
34 MM8287	ADDCO DH 1000 MESSAGE BOARD	589286
34 MM8288	ADDCO 1000 ALS MESSAGE BOARD	585610
34 MM8289	ADDCO DH 1000 MESSAGE BOARD	587806
34 MM8290	ADDCO 1000 ALS MESSAGE BOARD	590835
34 MM8291	ADDCO DH 1000 ALS MESSAGE BOARD	585608
34 MM8292	ADDCO DH 1000 MESSAGE BOARD	587897
34 MM8293	MESSAGE BOARD	
34 MM8294	ADDCO DH 1000 ALS MESSAGE BOARD	589285
34 MM8295	ADDCO DH 1000 ALS MESSAGE BOARD	585590
34 MM8296	VER-MAC 3 LINE MESSAGE BOARD	289US4123DS132039
34 MM8297	VER-MAC 3 LINE MESSAGE BOARD	289US4123DS132040
34 MM8298	VER-MAC 3 LINE MESSAGE BOARD	289US4123DS132041
34 MM8299	VER-MAC 3 LINE MESSAGE BOARD	289US4123DS132042
34 MM8300	VER-MAC 3 LINE MESSAGE BOARD	289US412XJS132631
34 MM8301	ALLMAND ARROW BOARD	9904B416
34 MM8302	ALLMAND ARROW BOARD	256AB03
34 MM8303	ALLMAND ECLIPSE ARROW BOARD	9904B470
34 MM8304	PROTECT O FLASH ARROW BOARD	1093406
34 MM8306	ALLMAND ARROW BOARD	0298AB02
34 MM8307	ALLMAND ARROW BOARD	9007B4119
34 MM8308	PROTECT O FLASH ARROW BOARD	A93-15-001611
34 MM8309	WANCO ARROW BOARD	5F11S1014E1004484
34 MM8310	WANCO ARROW BOARD	5F11S1012E1004485
34 MM8311	WANCO WTSP MESSAGE BOARD	5F11S1011G1006289
34 MM8312	WANCO WTSP MESSAGE BOARD	5F11S101XG1006288
34 MM8313	WANCO ARROW BOARD	5F11S1012H1005556
34 MM8314	WANCO ARROW BOARD	5F11S1014H1005557
34 MM8315	WANCO ARROW BOARD	5F11S1016H1005558
34 MM8316	WANCO ARROW BOARD	5F11S1010H1005555
34 MM8317	ADDCO FLAGGER LIGHTS	1J9PF0815JD405005 / S3004
34 MM8318	ADDCO FLAGGER LIGHTS	1J9PF0817JD405006 / S3005
41 PC7045	CMJ MAXIGRIND 460	2868
41 PC9000	ROCKCASTLE MATERIALS CRUSHING EQ	
43 PC7042	PEP PORTABLE SCREENING PLANT	001688
43 PC7043	READ SCREEN-ALL MODEL CV-150-D	00671
43 PC8044	KLEMMANN MS19Z SCREEN	IC0540316
46 ZZ0102	H&B 4,000 LB PLANT 12	
46 ZZ0103	BARBER GREEN 10,000LB PLANT 13	
46 ZZ0104	BARBER GREEN 12,000LB PLANT 14	
46 ZZ0105	BARBER GREEN 10,000LB PLANT 15	
46 ZZ0106	ASTEC DOUBLE BARREL PLANT 16	
46 ZZ0107	ASTEC 8' DOUBLE BARREL & BAGHOUSE	
46 ZZ0110	LONDON ASPHALT PLANT-LJ	
46 ZZ0112	HEATEC TAV-25E 25,000 GAL AC TANK	
46 ZZ0113	GEN-TEC 15,000 GA AC TANK	3641
46 ZZ0114	ADM RAP BIN AND FEEDER	
46 ZZ0116	ASTEC RAP CRUSHING/FEEDER SYSTEM	
46 ZZ0119	HEATEC HC-120 HELICAL COIL HEATER	H98-213
46 ZZ0120	GENTEC AGGREGATE FEED SYSTEM	C3A11119
46 ZZ0122	HERMAN GREANT DC-70 DRYER & ACCY	0010445-0096924-IN
46 ZZ0123	ASTEC SILO & DRAG CONVEYOR	89-139
46 ZZ0124	PMI HHS CRUSHER-TYCO SCREEN	3242/50-3775
46 ZZ0125	RELIABLE COLD FEED BINS (5)	1205-12162002
46 ZZ0126	ASTEC SBH-71-17 STATIONARY BAGHOUSE	03JR0029.1
46 ZZ0127	BENSHAW MOTOR CONTROL CENTER	16136-3323
46 ZZ0128	MARKLINE BATCH HOUSE MODEL 1428	31331
46 ZZ0130	GENTEC ACCU-BATCH	21239
46 ZZ0131	GENTEC ACCU-BATCH	21239
46 ZZ0132	GENTEC ACCU-LOAD	21239
46 ZZ0133	BURNER TANK & FUEL PUMP	
46 ZZ0134	OIL-HEATER EXCHANGER	
46 ZZ0135	HAUCK STAR JET 520-E	
46 ZZ0136	ASTEC INNER/OUTER SHELL DRUM	
46 ZZ0138	TURBO RAP GATOR	
46 ZZ0139	GEAR BOX DRUM	
46 ZZ0140	PM2 BLENDING SYSTEM ASTEC	
46 ZZ0145	ASTEC PORTABLE DOUBLE BARREL 07-003 PLANT 17/15	
46 ZZ0146	WINSLOW TRUCK SCALE	84-11070-11
46 ZZ0147	STAR JET BURNER SJ4580F	
46 ZZ0148	STAR JET BURNER SJ4580F	
46 ZZ0149	COLD FEED SYSTEM	
46 ZZ0150	SCREEN DEISTER USM-2414	
46 ZZ0151	ASTEC 200 TON SILO & TRAVERSE	
46 ZZ0152	ASTEC INERTIAL SEPARATOR AND TRANSITIONS	
46 ZZ0160	EXHAUST FAN ASSEMBLY 44"	

EM Equipment

50.TK6216	FORD F650 FLAT BED/TEAM TRUCK	1FRWF6FC2BV369128
50.TK6217	2019 FORD F650 FLATBED TRUCK	1FDNF6DE0KDF02687
50.TK6218	2014 FREIGHTLINER M2-106 FLATBED	1ALACWD12EDF73677
50.TK6220	2021 FORD F650 STRAIGHT FRAME	1FDNF6DCRMD09081
50.TK6230	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	1ITAMBMMML4PL039795
50.TK6231	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	1ITMMMMML4FH554317
51.TK6361	FORD L8000 SINGLE AXLE DUMP TRUCK	1FTXR82E1TVA03542
51.TK8363	FORD F800 DUMP TRUCK SINGLE AXLE	1FEXF8018XMA07975
51.TK8365	MACK RD688S DUMP TRUCK	1M2P324C3XM045132
52.TK6202	MACK CHN613 LOWBOY	1M1AJ07YX6N004761
52.TK6203	2013 PETERBILT 389 TRACTOR	1XPXD40X4DD182418
52.TK7351	2002 PETERBILT 379	1XP5PBEX52D585722
52.TK7352	2001 PETERBILT 379*****SOLD*****	1XP5P4TX1D560828
52.TK7353	1999 WESTERN STAR 4964EX	1WKEDDCJ3XK958209
52.TK7354	2000 PETERBILT 379	1XP5DBOX5YN512790
52.TK7355	2005 RED PETERBILT 379	1XP5DBOX35N862132
52.TK7357	2003 PETERBILT 379- RED	1XP5DB9X9YD585465
52.TK7358	2006 PETERBILT 379	1XP5DBOX66N632515
52.TK7371	1989 FORD L-9000	1FTYR90L4KVA18854
52.TK8351	FORD LT9000 FUEL TRUCK	1FDZA90X97VA27851
52.TK8352	FORD LT9000 TRACTOR	1FDZA90X9SVA72712
52.TK8354	KENWORTH W900L TRACTOR	1XXWPBEX66J160415
52.TK8356	2005 STERLING L8500 W/ NATIONAL 680E 20 TON CRANE	1FZHAWDC35AN93228
52.TK8357	2018 KENWORTH W900	1XXWP4TX1J187092
52.TK8358	2013 MACK GU533 ROLLBACK TRUCK	1M2AX33CXJ8010102
52.TK8359	2019 PETERBILT 389 LOWBOY TRUCK	1XPX14EXXK613801
52.TK8360	2016 PETERBILT 389 TRACTOR	1XPXD49X5GM336328
53.TK6303	MACK CH613 WATER TRUCK	1M2AA12Y0MW011685
53.TK6304	KENWORTH T800 WATER TRUCK	1XKCDDB9X6VK752312
53.TK7313	790 MACK WATER TRUCK (blue)	1M2AY09C3LM005129
53.TK7315	1994 MACK WATER TRUCK	1M2AY83Y9LM005185
53.TK8305	FORD L9000 WATER TRUCK (4000 GA)	1FTYS95B4SVA30457
53.TK8306	FORD TANDEM AXLE WATER TRUCK	1FDZS86F3WVA12985
53.TK8307	STERLING LT7500 WATER TRUCK	1FZNAJBB1XAF47144
53.TK8308	FREIGHTLINER FL80 WATER TRUCK	1FVHBXAK01HG68929
53.TK8309	INTERNATIONAL 9100 WATER TRUCK	1HSCBAIR83YC071884
53.TK8310	KENWORTH WATER TRUCK (WAS WCM 53.05362)	12NKMHD7X55M073362
54.TK6341	INTERNATIONAL 4700 DISTRIBUTOR TRUCK	1HTSCABN1YH287394
54.TK6342	FORD F750 DISTRIBUTOR TRUCK	1FRXF76P55V163576
54.TK6345	FORD F750 DISTRIBUTOR TRUCK	1FRXF75H37V396899
54.TK7342	2000 ETNYRE S2000 DISTRIBUTOR (INTERNATIONAL)	1HTSCABNX1H311031
54.TK7343	2004 ETNYRE DISTRIBUTOR TRUCK (STERLING)	1FZAASAK04AM42156
54.TK7344	INTERNATIONAL ASPHALT DISTRIBUTOR TRUCK	1HTZZAAN69J085319
54.TK7345	1999 ETNYRE DISTRIBUTOR TRUCK (STERLING)	1FZHLJAA6KAA12200
54.TK7346	2002 FORD F650 DISTRIBUTOR	1FDWPF65J82MA12390
54.TK7347	2004 FORD F650 SERVICE TRUCK	1FRWF65G54V610641
54.TK7348	2003 INTERNATIONAL 4300	1ITMMMAAL93H554666
55.TK6320	FREIGHTLINER FL70 GREASE/FUEL	1FV6HFAA5PL416328
55.TK6323	FORD F-750 FUEL/GREASE TRUCK	1FRXF75115V136728
55.TK6324	2020 KENWORTH T370 GREASE / FUEL TRUCK	12NKHMM7X0LM393610
55.TK6325	2020 KENWORTH T370 GREASE / FUEL TRUCK	12NKHMM7X3LM393617
55.TK6354	2012 FREIGHTLINER M2-106 SUPPLY TRUCK	1FVACXD76CDBM3323
55.TK7320	1999 MACK CL713 FUEL/GREASE TRUCK	1M2AD09C3XW007887
55.TK7321	1991 MACK RD890SX	1M2P274C7MM001114
55.TK7323	1981 MACK DMC886SX	1M2C114C7BA001045
55.TK7326	2000 MACK RD600GK-WATER TRUCK	1M3P114K5YM002187
55.TK7328	2000 MACK MS300P FUEL TRUCK	VG6M118B6YB303757
55.TK8321	FREIGHTLINER FL70 FUEL TRUCK (2000 GA)	1FV6HFAA7PL496554
55.TK8322	FORD L9000 FUEL/GREASE TRUCK	1FDYR90T1XKVA16547
55.TK8323	FORD L9000 FUEL TRUCK (2000 GA)	1FDYR90L0KVA42400
55.TK8324	FORD F800 FUEL TRUCK	1FEXF8011XMA12919
55.TK8325	FORD F800 GREASE/FUEL TRUCK	1FEXF8018XMA12920
60.SB6020	2019 WEILER E2850B SHUTTLE BUGGY	E2850B-1636
60.SB7020	ROADTEC SB2500D SHUTTLE BUGGY	SB2500D-1080
60.SB7021	ROADTEC SB2500B SHUTTLE BUGGY	SB2500BX555
60.SB9020	ROADTEC SB2500 SHUTTLE BUGGY	SB2500BX349
60.SB9021	ROADTEC SB2500C SHUTTLE BUGGY	SB2500CX821
61.RW6430	BLAW KNOX RW100 ROADWIDENER	10013-09
61.RW7200	ETNYRE CHIP SPREADER	R4561
61.RW7430	BLAWKNOX RW100 ROAD WIDENER	RW100-0956-017
61.RW7432	BLAWKNOX RW195D ROAD WIDENER	RW195D176691
61.RW7434	BARBER GREEN 730 ROAD WIDENER	BG730141
62.PV6404	BLAW KNOX PF2181 RUBBER TIRE 8"	218101-89
62.PV6405	BLAW KNOX PF3200 RUBBER TIRE 10"	320032-25
62.PV6406	BLAW KNOX PF2181 RUBBER TIRE 8"	187355
62.PV6407	BLAW KNOX PF5510 TRACK 10"	55103071
62.PV6432	CAT AP1000F RUBBER TIRE 10"	AC400324
62.PV6433	CAT AP555F TRACK 8"	AP500299
62.PV6434	CAT AP1000F RUBBER TIRE 10"	AC400520
62.PV6435	CAT AP1000F RUBBER TIRE 10" 6x6	AC400426
62.PV6436	VOGELE 1700-3I 8 FOOT TRACK PAVER	19820203
62.PV6437	VOGELE 2003-3I 10 FOOT PAVER	09750143
62.PV6438	VOGELE 1703-3I 8 FOOT RUBBER TIRE PAVER	12830187
62.PV6439	VOGELE 2003-3I 10 FOOT RUBBER TIRE PAVER(SOUTH)	09750185

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62.PV7403	BLAWKNOX PF5510 TRACK 10'	551020-18
62.PV7406	BLAWKNOX PF5510 TRACK 10'	551028-65
62.PV7411	BLAWKNOX PF2181 RUBBER TIRE 8'	218101-61
62.PV9041	BLAW KNOX PF3200 RUBBER TIRE 10'	190718
64.RL6135	CAT CB543B ASPHALT COMPACTOR	1JL00183
64.RL6138	INGERSOLL-RAND DD90 ASPHALT ROLLER	170017
64.RL6140	INGERSOLL-RAND DD110HF ASPHALT ROLLER	194224
64.RL6144	2018 VOLVO DD30B ROLLER	VCE0D30B1.05272231
64.RL6145	HAMM HD+90VV ROLLER	H2420257
64.RL6148	CAT CB13 ASPHALT ROLLER (I.C. ROLLER)	PWP00465
64.RL6149	CAT CB13 ASPHALT ROLLER (I.C. ROLLER)	PWP00490
64.RL6150	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2301815
64.RL6151	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2302040
64.RL6152	CAT CB13 ASPHALT ROLLER	PWP00658
64.RL6153	CAT CB13 ASPHALT ROLLER	PWP00694
64.RL6154	HAMM HD+120VVHF	H2740057
64.RL6155	HAMM HD+120VV	H2740190
64.RL6156	HAMM HD+140VVHF	
64.RL6157	HAMM HD12VV	H2305188
64.RL7128	BOMAG BW6AS ROLLER	101550100176
64.RL7129	FERGUSON 50 TON ROLLER	10066
64.RL7134	BOMAG BW20R VIBRATORY ROLLER	2.01531E+11
64.RL7140	INGERSOLL RAND DD110HF ASPHALT ROLLER	176037
64.RL7141	BOMAG BW 11 RH PNEUMATIC	901A22202028
64.RL7142	CATERPILLAR CS533E COMPACTOR	ASL01645
64.RL7143	HAMM HD+120VVHF ASPHALT ROLLER	H1840123
64.RL7144	INGERSOLL RAND DD110HF ASPHALT ROLLER	194166
64.RL7145	HAMM HD 120V ASPHALT ROLLER	H1820149
64.RL7146	CAT CB54XW ASPHALT ROLLER	1JL00223
64.RL7147	VOLVO DD31HF ASPHALT ROLLER	VCE0D31P05276291
64.RL7149	INGERSOLL RAND DD110 ASPHALT ROLLER	155125
64.RL7150	INGERSOLL RAND DD110HF ASPHALT ROLLER	173182
64.RL7151	INGERSOLL RAND DD110HF ASPHALT ROLLER	175137
64.RL7153	BOMAG BW120AD-3 VIBRATORY ROLLER	1.01171E+11 101170513608
64.RL7156	BW172D ROLLER-1990	1.0152E+12
64.RL7158	HAMM 120 ROLLER	H1750149
64.RL8131	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	1YJ00380
64.RL8133	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	5JN00105
64.RL8134	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	5JN00248
64.RL8135	CAT CB534B DOUBLE DRUM STONE ROLLER	1JL00176
64.RL8138	CAT 825G COMPACTION ROLLER	6RN00339
64.RL8139	CAT CB534C COMPACTION STONE ROLLER	5HN00498
64.RL8140	CAT CS563 COMPACTION ROLLER SMOOTH	4KN00774
64.RL8141	CAT CP563D COMPACTION ROLLER SHEEPPFOOT	9ZW00441
64.RL8142	CAT 825G II SHEEPPFOOT ROLLER	AXB00445
64.RL8143	CAT 825G II SHEEPPFOOT ROLLER	AXB00446
64.RL8144	CAT CS563C COMPACTION STONE ROLLER	9MW00564
64.RL8145	CAT 825G II SHEEPPFOOT ROLLER	AXB00486
64.RL8146	CAT CP563 SHEEPPFOOT ROLLER	9ZW00537
64.RL8147	CAT CB534C DOUBLE DRUM STONE ROLLER	5HN00725
64.RL8149	WACKER RD11A STONE/ASPHALT ROLLER	540835
64.RL8152	BOMAG BMP8500 TRENCH ROLLER	101720127460
69.MM9001	CAT PM201 MILLING MACHINE	PNM00211
69.MM9003	CAT PM622 MILLING MACHINE	JFC00119
69.MM9004	CAT PM622 MILLING MACHINE	JFC00176
69.MM9005	CAT PM622 MILLING MACHINE	TPH00106
69.MM9006	CAT PM822 MILLING MACHINE	SL800133
71.CM8020	GOMACO GT-6300 WALL MACHINE	MC16436-01
71.CM8022	POWER CURBER 5700B	601200367
71.CM8023	POWER CURBER 5700B	57B03060131698
71.CM8024	WRIGHTEN SPI51 CURB MACHINE	14SP1085
71.CM8030	GOMACO EC100C CURB EXTRUDER	MC14947-40
71.PV7412	GOMACO GT6300 SLIP PAVAR WALL MACHINE	900100-249
71.PV7413	GOMACO CURB MACHINE	MC1135901
71.PV8410	2018 GOMACO GP-2400 WALL/CONCRETE PAVAR	912400-106
71.PV8411	2018 SITECH CAB KIT FOR GOMACO PAVAR PV8410	118810725W
74.DR8402	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352214
74.DR8403	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352182
74.DR8404	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0018
74.DR8405	2017 ATLAS COPCO SMART-ROC 11 DRILL	TMG17SED0518
74.DR8406	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0096
74.DR8420	SANDVIK D50KS DRILL	733441
76.AC7901	IR EPE50 AIR COMPRESSOR	EA0469
88.325C422	42" BUCKET FITS 325 W/C LINK	RCW16125
88.330D661	66" BUCKET FITS 330 D LINKAGE	
88.BW8010	2017 LANDPRIDE RCR2512 12' BAT WING MOWER	1058896
88.CS7200	ETNYRE CHIP SPREADER	K4561
88.CS8096	CONCRETE SAW	
88.GP7106	GPS PAVAR TRACKER SYSTEM	5500V
88.GP8010	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88.GP8011	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88.GP8101	TRIMBLE GPS SPS850 BASE STATION	
88.GP8103	TRIMBLE GPS GC5900 DUAL GRADER	
88.GP8104	SPS882 ROVER/BASE	
88.GP8105	SPS882 ROVER/RADIO KIT	49394022346

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88.GP8106	GCS900 ACCUGRADE GPS SYSTEM/D6N ON DZ8042	
88.GP8107	GCS900 ACCUGRADE GPS SYSTEM D8T ON DZ8072	
88.GP8108	GCS900 ACCUGRADE GPS SYSTEM 14H GRADER MOUNTED ON GR8426	
88.GP8109	GCS900 ACCUGRADE GPS SYSTEM D8T ON DZ8076	
88.GP8110	SITECH DUAL MS992 KIT ACCUGRADE	
88.GP8111	SITECH DUAL MS992 KIT ACCUGRADE	
88.LP6013	MAGNUM PORTABLE LIGHT PLANT	071407
88.LP6014	MAGNUM PORTABLE LIGHT PLANT	71405
88.LP6015	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0918LB113296
88.LP6016	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0911LB113298
88.LP6017	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0916LB113300
88.LP6018	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0913LB113299
88.LP6019	GENIE RL4 LIGHT PLANT	RL4J-5632
88.LP6020	GENIE RL4 LIGHT PLANT	RL4J-5663
88.LP7010	ALLMAND 695 LIGHT PLANT-2001	0037ML01
88.LP7011	LIGHTSOURCE LIGHT PLANT	32820K
88.LP7012	ALLMAND LIGHT PLANT	2023PRO06
88.LP7013	ALLMAND LIGHT PLANT	2027PRO06
88.LP7014	LTP4 WACKER LIGHT PLANT-1999	763001086
88.LP7020	ALLMAND 695 LIGHT PLANT	9902ML06
88.LP8010	RADIO REPEATER STATION	
88.LP8011	ALLMAND LIGHT PLANT	
88.LP8013	ALLMAND LIGHT PLANT	
88.LP8014	ALLMAND LIGHT PLANT	L266PR008
88.LP8015	ALLMAND NL6 LIGHT PLANT	L267PR008
88.LP8090	PELICAN 9450B LIGHT SYSTEM	RF-MOTE LIGHTING SYSTEM
88.MH8810	2015 FECON MULCHING HEAD ATTACHMENT	00BH40B010155
88.MM6100	WACKER VP1135AW PLATE COMPACTOR	11097837
88.MM6101	WACKER VP1135AW PLATE COMPACTOR	11097838
88.MM6102	WACKER VP1135AW PLATE COMPACTOR	
88.MM6103	WACKER VP1135AW PLATE COMPACTOR	10908697
88.MM6104	WACKER VP1135AW PLATE COMPACTOR	10831480
88.MM6105	WACKER VP1135AW PLATE COMPACTOR	10831480
88.MM6106	WACKER VP2050 PLATE COMPACTOR	510029051
88.MM6230	INGERSOLL RAND AIR COMPRESSOR (SHOP)	FX6404U06030
88.MM7100	3406 CATERPILLAR GEN SET	42R02672
88.MM7101	CAT SR4B GENERATOR SET	8ER01441
88.MM7102	CAT GENERATOR SET	5NA039X8
88.MM7104	CAT 3412 GENERATOR SET	81Z01611
88.MM7150	IR P185WID PORTABLE COMPRESSOR	503273
88.MM7258	ORANGE CRUSH-PAVEMENT BREAKER	
88.MM7259	AFGIA GYRATORY COMPACTOR	1348
88.MM7260	AFGIA GYRATORY COMPACTOR	1076
88.MM7262	AFGIA GYRATORY COMPACTOR	1197
88.MM7263	AFGIA GYRATORY COMPACTOR	1320
88.MM7278	ALTEC CX30ATD PLANER	93CX00492
88.MM7547	RIVINIUS R600B BASE SPREADER	6B94286
88.MM7548	RIVINIUS R600B BASE SPREADER	6B96318
88.MM7549	18" DRAG BOX 92.1-140	713497
88.MM7550	ROME DISC	TRH2436
88.MM7621	PITTSBURG PLANT TOOLS & EQUIPMENT	
88.MM7623	MOUNT VERNON PLANT TOOLS & EQUIPMENT	
88.MM7624	WILLIAMSBURG PLANT TOOLS & EQUIPMENT	
88.MM7680	ATS SOUTHERN SHOP TOOLS & EQUIPMENT	
88.MM7681	ATS SOUTHERN SHOP MISC TRUCKS	
88.MM7682	ATS SOUTHERN LAB EQUIPMENT	
88.MM7683	ATS SOUTHERN MISC EQUIP	
88.MM8000	TROXLER 3450 GAUGE	
88.MM8001	HUSQVARNA 395XP CHAIN SAW	600436
88.MM8002	HUSQVARNA 3120XP CHAIN SAW	064000051
88.MM8004	HUSQVARNA 370 CHAIN SAW	0200069
88.MM8005	HUSQVARNA 346XP 20" CHAIN SAW	092000597
88.MM8006	HUSQVARNA 346XP 20" CHAIN SAW	092200779
88.MM8008	HUSQVARNA 365SP 18" CHAIN SAW	1300264
88.MM8009	HUSQVARNA 370 20" CHAIN SAW	080300094
88.MM8010	HUSQVARNA 346XP CHAIN SAW	7HVX0505EA
88.MM8011	STIHL 20" CHAIN SAW	282963150
88.MM8012	STIHL 18" CHAIN SAW	278307936
88.MM8013	STIHL 20" CHAINSAW MS391	293275712
88.MM8014	STIHL HEDGE TRIMMER HS131	294355029
88.MM8015	STIHL CHAIN SAW	286645836
88.MM8016	STIHL CHAIN SAW	
88.MM8022	STIHL CHAIN SAW	182378045
88.MM8023	STIHL CHAIN SAW	182378044
88.MM8024	STIHL MS391 CHAIN SAW	184055840
88.MM8039	STIHL TS420 CONCRETE SAW (QUICKIE)	179687898
88.MM8040	STIHL TS420 14" CUTQUIK SAW	184312818
88.MM8041	STIHL TS42014 CUTOFF SAW	182977289
88.MM8042	STIHL TS420 SAW	180765067
88.MM8043	STIHL TS420 SAW	182217314
88.MM8044	14" STIHL TS420 SAW	181680597
88.MM8045	14" STIHL TS420 SAW	180988093
88.MM8046	14" STIHL TS420 SAW	180987891
88.MM8047	14" STIHL TS420 SAW	180988042
88.MM8048	14" STIHL TS420 SAW	180987908

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88.MM8049	STIHL TS420 CUT OFF SAW	
88.MM8050	STIHL 14" TS420 CUT-OFF SAW	179618251
88.MM8051	STIHL TS350 CONCRETE SAW	46969006
88.MM8052	STIHL TS400 CONCRETE SAW	160876653
88.MM8053	STIHL TS400 CONCRETE SAW	160876641
88.MM8055	STIHL TS400 CONCRETE SAW	64689721
88.MM8056	STIHL TS420 CONCRETE SAW	168364515
88.MM8057	STIHL TS420 CONCRETE SAW	170507606
88.MM8058	STIHL TS420 CONCRETE SAW	170507683
88.MM8059	STIHL TS400 14" CONCRETE SAW	165437698
88.MM8060	STIHL TS420 14" CONCRETE SAW	170678666
88.MM8061	STIHL TS420 CONCRETE SAW	168364559
88.MM8062	STIHL TS420 CONCRETE SAW	167970557
88.MM8063	STIHL TS420 14" CONCRETE SAW	170678665
88.MM8065	STIHL TS400 14" CONCRETE SAW	166065292
88.MM8066	SOFF-CUT ELEC CONCRETE SAW	9675
88.MM8067	STIHL CONCRETE SAW	167466184
88.MM8068	STIHL CONCRETE SAW	
88.MM8070	STIHL TS420 CONCRETE SAW	
88.MM8071	STIHL TS420 14" CONCRETE SAW	1677972495
88.MM8072	STIHL TS400 CONCRETE SAW	
88.MM8073	STIHL CONCRETE SAW	167104371
88.MM8074	STIHL TS 420 CONCRETE SAW	173069202
88.MM8076	STIHL TS 420 CONCRETE SAW	173069258
88.MM8077	STIHL TS420 CONCRETE SAW	173216454
88.MM8078	STIHL TS420 CONCRETE SAW	173283056
88.MM8079	STIHL TS420 CONCRETE SAW	175082827
88.MM8080	STIHL TS420 CONCRETE SAW	175082838
88.MM8081	STIHL TS420 CONCRETE SAW	168683177
88.MM8082	STIHL 14" QUICKSAW	176153729
88.MM8083	STIHL 14" CUTQUIK SAW	176153723
88.MM8084	STIHL 14" CONCRETE SAW	177739210
88.MM8085	STIHL TS420 CUT-OFF SAW	170507689
88.MM8086	STIHL TS420 CONCRETE SAW	179697887
88.MM8087	STIHL TS420 CONCRETE SAW	179697877
88.MM8088	STIHL TS420 CUTQUIK SAW	181680586
88.MM8089	STIHL TS420 CUTQUIK SAW	181680604
88.MM8090	STIHL TS420 CUTQUIK SAW	182012714
88.MM8091	STIHL TS420 CHOP SAW	171116838
88.MM8092	STIHL TS400 CHOP SAW	160890698
88.MM8093	STIHL TS420 14" CONCRETE CUT OFF SAW	184754215
88.MM8094	PREDATOR 4000 GENERATOR	370151708
88.MM8095	MQ WBSFERWATT PULL BEHIND GENERATOR	3767210
88.MM8097	CHAMPION GENERATOR	15JUN2700161
88.MM8098	CHAMPION GENERATOR	15JUN2700158
88.MM8100	HONDA EU1000I GENERATOR	EZGA-1212161
88.MM8102	HONDA EU1000 GENERATOR	EZGA-1150513
88.MM8103	HONDA EU1000 GENERATOR	EZGA-1151496
88.MM8104	HONDA 3800 GENERATOR	1017118
88.MM8105	HONDA EB 3500X GENERATOR	3154229
88.MM8106	HONDA EG3800 XA GENERATOR	1011875
88.MM8107	HONDA EB3800 GENERATOR	1006811
88.MM8108	HUSKY 5000W GENERATOR	CHM1520360
88.MM8109	HUSKY 5000W GENERATOR	1412364
88.MM8110	HONDA GENERATOR	4765119
88.MM8112	HONDA EU2000 GENERATOR	EAAJ-1863405
88.MM8114	HUSKY 5000W GENERATOR	CHM1520388
88.MM8115	ALL POWER 6000W GENERATOR	38008W161612
88.MM8116	MULTI-QUIP GA 2.5H GENERATOR	5559742
88.MM8117	MULTI-QUIP GA 2.5H GENERATOR	5559738
88.MM8118	HONDA GENERATOR	GC04-804923
88.MM8120	INGERSOLL-RAND GENERATOR	00008081 UA01
88.MM8121	INGERSOLL-RAND GSH GENERATOR	00124672 UA01
88.MM8122	MULTI-QUIP 2500 GENERATOR	5620293
88.MM8124	MULTI-QUIP 2500 WATT GENERATOR	5559742
88.MM8125	MULTI-QUIP 2500 WATT GENERATOR	5559825
88.MM8127	HONDA EB3500X GENERATOR	3150924
88.MM8128	UNITED POWER 5500 WATT GENERATOR	
88.MM8129	HONDA EB3500 GENERATOR	3161999
88.MM8130	ALL POWER 6000 WATT ELECTRIC GENERATOR	39008X230443
88.MM8131	GENERATOR, 1700 WATT INVERTER	8004350
88.MM8132	GENERATOR, 1700 WATT INVERTER	8004368
88.MM8134	HONDA GENERATOR EU1000I	EZGA-1255899
88.MM8135	HONDA GENERATOR	EZGA-1255813
88.MM8136	HONDA GENERATOR	EAAJ2546560
88.MM8137	HUSKY GENERATOR 5000	1411672
88.MM8138	HUSKY GENERATOR 5000	1399102
88.MM8139	PREDATOR 4000 GENERATOR	370151416
88.MM8140	PREDATOR 8750 GENERATOR	157A14100048979
88.MM8141	MQ POWER GENERATOR GA-2.5HR	5739265
88.MM8142	6500 WATT PREDATOR GENERATOR	A1410000124
88.MM8143	6500 WATT PREDATOR GENERATOR	A1410000003
88.MM8144	6500 WATT PREDATOR GENERATOR	A1410000123
88.MM8145	6500 WATT PREDATOR GENERATOR	A1410000136
88.MM8146	TROY-BILT GENERATOR	1019472937

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88 MM8147	GENERAC GENERATOR	3001440272
88 MM8148	HONDA EG5000CL GENERATOR	CCBDT-1414375
88 MM8149	PREDATOR 6500 GENERATOR	T6100016090021984
88 MM8150	PREDATOR 2000 INVERTER GENERATOR	A1702002774 - 370141707
88 MM8151	1 1/2 PACIFIC HYDROSTAR WATER PUMP	98013
88 MM8152	1 1/2 SUBMERSIBLE WATER PUMP	D10268
88 MM8153	THOMPSON 6V 880 WATER PUMP	4045D
88 MM8155	1 1/2 SUBMERSIBLE WATER PUMP	423942
88 MM8156	MULTIQUIP 3" WATER PUMP	3TH-16405
88 MM8157	MULTIQUIP 3" WATER PUMP	3TH-16406
88 MM8158	1 1/2 SPA SUBMERSIBLE WATER PUMP	D10019
88 MM8159	2" NORTH STAR HIGH PRESSURE WATER PUMP	GC 02-721376
88 MM8160	WACKER 3" WATER PUMP	5451038
88 MM8161	1 1/2 SUBMERSIBLE WARREN WATER PUMP	562630
88 MM8162	MULTIQUIP ST2003CUL 2" SUBMERSIBLE WATER PUMP	366152
88 MM8164	1 1/2 PACIFIC HYDROSTAR WATER PUMP	152 FAPL09D18655
88 MM8165	WACKER 4" WATER PUMP	3469971
88 MM8166	STIHL ROCK BOSS CONCRETE CHAIN SAW	187963142
88 MM8168	MULTIQUIP 2" WATER PUMP	3429
88 MM8169	6" THOMPSON PUMP	IT9PH11212HP634031
88 MM8170	PREDATOR 6500 GENERATOR	T6100018060123814
88 MM8181	CAST POWER CP4500 WATT GENERATOR SET	1502303829
88 MM8183	CAT 1500HP GENERATOR	5YC01343
88 MM8184	YAMAHA EF2600 GENERATOR	7C20201583
88 MM8185	GENERAC IQ2000 INVERTER/GENERATOR	3001400279
88 MM8186	YAMAHA EF26 GENERATOR	7C2-0203377
88 MM8187	PREDATOR 2000 INVERTER/GENERATOR	A1712100569-370141752
88 MM8188	YAMAHA EF2600 GENERATOR	7C2-0204121
88 MM8189	YAMAHA EF2600 GENERATOR	7C2-0204124
88 MM8190	YAMAHA 2" TRASH PUMP	C9C9-0200150
88 MM8191	YAMAHA EF2600 GENERATOR	7C2-0203188
88 MM8192	YAMAHA EF3500D 5.5KW GENERATOR	C242266
88 MM8193	YAMAHA EF3500D 5.5KW GENERATOR	C242322
88 MM8194	2019 PREDATOR 2000 WATT INVERTOR GENERATOR	A1808014020
88 MM8197	STIHL BG50 LEAF BLOWER	505470584
88 MM8198	HOTSPY PRESSURE WASHER	11105330-164276
88 MM8199	HUSQVARNA PW3200 PRESSURE WASHER	4023373347
88 MM8200	HUSQVARNA 3100 PRESSURE WASHER	4021427737
88 MM8201	STIHL BR550 BLOWER	274109351
88 MM8202	STIHL BG86 BLOWER	282723347
88 MM8203	STIHL BR550 BLOWER	267210687
88 MM8204	TROY-BILT BLOWER	104662
88 MM8205	STIHL BACKPACK BLOWER	292689729
88 MM8206	BR600 BACKPACK BLOWER	299157481
88 MM8207	STIHL BR600 BACKPACK BLOWER	502124703
88 MM8208	STIHL BR600 BACKPACK BLOWER	504727759
88 MM8209	STIHL BACKPACK BLOWER	275204414
88 MM8210	REDMAX LEAF BLOWER	20162001007
88 MM8211	MILLER TRAILBLAZER 301G WELDER	67369
88 MM8212	MILLER 1250 HYPER THEM POWERMAX 150 WELDER	1250-008314
88 MM8213	MILLERMATIC 251 MIG WELDER	LC 46408
88 MM8214	TRAILBLAZER 302 WELDER	LH 160111Q
88 MM8215	MILLER 302 TRAILBLAZER WELDER	LH 470036Q
88 MM8216	MILLER 302 TRAILBLAZER WELDER	LF 113178 STK907
88 MM8217	MILLER 302 TRAILBLAZER WELDER	LH 180137Q
88 MM8218	MILLER 302 TRAILBLAZER WELDER	LH 420120Q
88 MM8219	MILLER BOBCAT 225 WELDER	LG 028735
88 MM8220	MILLER SUITCASE XTREME 12VS WELDER	LH 400243V
88 MM8221	MILLER SUITCASE XTREME WELDER	LH 400266V
88 MM8222	MILLER SUITCASE 12VS WELDER	LE 318337
88 MM8223	LINCOLN VANTAGE 500 WELDER	J1141001215
88 MM8224	MILLER WILDCAT 200 WELDER	LK180025R
88 MM8225	MILLER X-TREME SUITCASE WELDER	MG123010V
88 MM8226	LINCOLN BULLDOG 5500 WELDER	J1170301381
88 MM8227	LINCOLN BULLDOG 5500 WELDER	J1170301381
88 MM8228	MILLER BIG BLUE 500D WELDER ON TRAILER	LJ420043E
88 MM8230	BOSCH ELECTRIC JACK HAMMER	
88 MM8231	J-AIR COMPRESSOR	33280626
88 MM8232	INGERSOLL-RAND 185 AIR COMPRESSOR	176335U89329
88 MM8233	SULLAIR 375 AIR COMPRESSOR	304-133589
88 MM8234	ATLAS COPCO 175 AIR COMPRESSOR	
88 MM8235	INGERSOLL-RAND 250 AIR COMPRESSOR	
88 MM8236	ATLAS COPCO 185 AIR COMP	HOL 6030
88 MM8237	EMGLO AIR COMPRESSOR W/ GX630 HONDA ENGINE	D093004020
88 MM8240	STIHL BR600 BACKPACK BLOWER	513209180
88 MM8251	CONCRETE VIBRATOR	
88 MM8252	CONCRETE VIBRATOR	
88 MM8253	CONCRETE VIBRATOR	
88 MM8254	CONCRETE VIBRATOR	
88 MM8255	CONCRETE VIBRATOR	
88 MM8256	CONCRETE VIBRATOR	
88 MM8257	CONCRETE VIBRATOR	
88 MM8258	CONCRETE VIBRATOR	
88 MM8259	WACKER PLATE COMPACTOR	30101096
88 MM8260	MULTIQUIP PLATE COMPACTOR	1589

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88 MM8261	INGERSOLL-RAND PLATE COMPACTOR	TG1576
88 MM8262	MIKASA P180 PLATE COMPACTOR	
88 MM8263	MIKASA PLATE COMPACTOR	
88 MM8265	INGERSOLL-RAND PLATE COMPACTOR	
88 MM8266	MIKASKA TAMPER PLATE COMPACTOR	
88 MM8267	MIKASA SANGYO SKID COMPACTOR	JR313
88 MM8268	WACKER SKID COMPACTOR	6520530
88 MM8269	WACKER TAMPER	5465157
88 MM8271	WACKER BFS202DAS FLOOR SAW	5848732
88 MM8272	HUSQVARNA FLOOR SAW	02100010209
88 MM8273	TAMP VIBRATOR PLATE	162011203
88 MM8274	WACKER PLATE COMPACTOR	6657615
88 MM8275	STONE RAMMER (JUMPIN JACK)	172005411
88 MM8276	ALITEC CP24AT PLANER	66018
88 MM8277	CAT PC204	
88 MM8278	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88 MM8279	MILLING HEAD SKID STEER ATTACHMENT	3902980404
88 MM8280	MILLING HEAD SKID STEER ATTACHMENT	RDG 00116
88 MM8281	EZ DRILL	S2994
88 MM8282	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88 MM8283	CAT PC306D MILLING HEAD	PCT01736
88 MM8284	VERMEER V-450 TRENCHER PORTABLE	16647
88 MM8285	VERMEER 1250 WOOD CHIPPER	
88 MM8286	INGERSOLL RAND PLATE COMPACTOR	TG1582
88 MM8288	MULTIQUIP SKID PLATE	Y3235
88 MM8289	MUSTANG PLATE COMPACTOR	T0560016110020790
88 MM8290	MUSTANG PLATE COMPACTOR	T0560016110020818
88 MM8291	MUSTANG PLATE COMPACTOR	T0560016110020802
88 MM8292	MUSTANG PLATE COMPACTOR	T0560016110020860
88 MM8293	WACKER PLATE COMPACTOR	6712483
88 MM8294	MULTIQUIP PLATE COMPACTOR	D-4072
88 MM8295	MULTIQUIP PLATE COMPACTOR	B-1132
88 MM8296	BOMAG BT65 JUMPING JACK (WILSON STOCK # JJ5198)	101541315198
88 MM8297	2015 BOMAG BOMAG BT65 JUMPING JACK	101541315197
88 MM8298	WACKER PD13A "MUD PUMP" WATER PUMP	24523336
88 MM8300	HUSQVARNA FLOOR SAW	001301389002
88 MM8301	HUSQVARNA FLOOR SAW	001300986001
88 MM8302	HUSQVARNA GX4200 SOFF CUT SAW	002010900001
88 MM8303	HUSQVARNA FLOOR SAW	
88 MM8313	TOPCON PIPE LASER	VF1096
88 MM8314	TOPCON PIPE LASER	VF1242
88 MM8315	TYPE 150	33866
88 MM8316	LASER LB-10	4900-9592
88 MM8317	SPECTRA TRIMBLE PRECISION	53031
88 MM8318	TRIMBLE SPECTRA PRECISION PIPE LASER	22612
88 MM8319	TRIMBLE PRECISION PIPE LASER	24331
88 MM8320	TRIMBLE DG711 PIPE LASER	26257
88 MM8321	SPECTRA DG711 PIPE LASER	31992
88 MM8322	SPECTRA PRECISION PIPE LASER	32473
88 MM8323	SPECTRA ROTATING LASER	
88 MM8324	SPECTRA ROTATING LASER	
88 MM8325	TOPCON TP-L5 GREEN BEAM PIPE LASER	RW0957
88 MM8326	SPECTRA LL300S ROTATING LASER LEVEL	18201858
88 MM8336	KENCO BARRIER WALL TONGS	SF05051707-A-9
88 MM8337	KENCO BARRIER WALL TONGS	SF19121712A9
88 MM8338	KENCO 32" PIPE TONGS	SF11091917
88 MM8339	KENCO BARRIER WALL TONG	SF59120617
88 MM8340	KENCO BARRIER WALL TONG	SF60121317
88 MM8341	TRIMBLE MS750	
88 MM8342	TRIMBLE MS750	
88 MM8343	GPS MS750 CONTROLLER	
88 MM8344	TRIMBLE SITE TABLET	TR-SPS930152200
88 MM8357	GPS TSC2 CONTROLLER	
88 MM8359	GPS CONTROLLER SSC25A6665 (SS25A17794 SC11.32)	
88 MM8360	TSURUMI 3" SUBMERSIBLE WATER PUMP	47562991118
88 MM8361	YAMAHA EF2600 GENERATOR	7C2-0204232
88 MM8362	STIHL TS420 CONCRETE SAW	42383510501
88 MM8433	TOPCAN BLAWKNOX PAVER ELECTRONICS	
88 MM8434	TOPCON 5500V SYST V2 TRACKER	10320570/13020563
88 MM8435	BERGER TRANSIT LEVEL	3000P-0214
88 MM8464	TRIMBLE SITEVISION	
88 MM8468	CAT PC306B MILLING HEAD	PCT00450
88 MM8469	CAT PC305B MILLING HEAD	HFP00858
88 MM8470	CAT PC305B MILLING HEAD	HFP00861
88 MM8471	BROOM SKID STEER ATTACHMENT	139257
88 MM8472	BROOM SKID STEER ATTACHMENT	AZN02792
88 MM8473	BROOM SKID STEER ATTACHMENT	DIBP00675
88 MM8474	BROOM SKID STEER ATTACHMENT	AZN01627
88 MM8475	BROOM SKID STEER ATTACHMENT	ACE00828
88 MM8476	BROOM SKID STEER ATTACHMENT	FXR02254
88 MM8481	TRENCHER SKID STEER ATTACHMENT	IAJ 9154
88 MM8482	TRENCHER SKID STEER ATTACHMENT	IAJ 00801
88 MM8483	TRENCHER SKID STEER ATTACHMENT	IAJ 1449
88 MM8484	TRENCHER SKID STEER ATTACHMENT	IAJ02089
88 MM8486	BRUSH SKID STEER ATTACHMENT	PRSS2G000268

EM Equipment

88 MM8487	BLADE SKID STEER ATTACHMENT	FRSSDB001400
88 MM8488	ROCK SKID STEER ATTACHMENT	ADP00595
88 MM8489	ROCK LOFTNESS SKID STEER ATTACHMENT	04-5-89
88 MM8490	LODGERING SKID STEER ATTACHMENT	001B
88 MM8491	FORK SKID STEER ATTACHMENT	RCW 19399
88 MM8492	SKID STEER FORKS	
88 MM8493	BURCHLAND MATERIAL ROLLER (SKID STEER ATTACHMENT)	0707029
88 MM8495	DAVID WHITE TRANSIT LEVEL	B159747
88 MM8496	DAVID WHITE TRANSIT LEVEL	18656
88 MM8497	DAVID WHITE TRANSIT LEVEL	A 502121
88 MM8498	DAVID WHITE TRANSIT LEVEL	A57863
88 MM8499	DAVID WHITE TRANSIT LEVEL	0804
88 MM8500	DAVID WHITE TRANSIT	916043
88 MM8501	DAVID WHITE LT8-30LP TRANSIT	B14017
88 MM8502	SPECTRA AL24M AUTO LEVEL	B86782
88 MM8511	CLEMCO ABRASIVE BLAST MACHINE	19480
88 MM8514	IR BALLOON LIGHT	123391-UB62
88 MM8515	IR BALLOON LIGHTS	129213UB62
88 MM8516	IR BALLOON LIGHT	123387
88 MM8517	AIR STAR BALLOON LIGHT	CC808562
88 MM8518	IR BALLOON LIGHT	129197-UB62
88 MM8519	Hydra Power Core Drill Mounted on Home Made Trailer	1269760
88 MM8530	IT28 FORKS 72"	CL0605
88 MM8531	IT 28 LOADER FORKS	
88 MM8532	IT 28 LOADER FORKS	C00383
88 MM8533	IT 28 LOADER FORKS	76021-1
88 MM8534	IT 28 LOADER FORKS	77142-01
88 MM8535	IT FORKS	RCW 12391
88 MM8536	IT FORKS	RCW14475
88 MM8546	LANDPRIDE DRAG BOX	1043661
88 MM8547	REYNOLDS LS14 DRAG BOX	35632
88 MM8548	Cut Quick 14" Suhl (Quick Saw)	173773530
88 MM8549	Cut Quick 14" Suhl (Quick Saw)	173773516
88 MM8550	Cut Quick 14" Suhl (Quick Saw)	173773536
88 MM8551	CUTQUIK 14" STIHL SAW TS420	176153539
88 MM8552	STIHL 14" CUTQUIK SAW	17781700
88 MM8553	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053963
88 MM8554	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010731
88 MM8555	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010708
88 MM8556	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053960
88 MM8557	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010600
88 MM8558	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024769
88 MM8559	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053945
88 MM8560	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H054002
88 MM8561	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024871
88 MM8562	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024639
88 MM8563	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H0246736
88 MM8564	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H054003
88 MM8565	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H023996
88 MM8566	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H015842
88 MM8567	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H015840
88 MM8568	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H083356
88 MM8571	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H080723
88 MM8572	MASTER 75K BTU DIESEL FORCED AIR HEATER	160502669
88 MM8573	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701585
88 MM8574	MASTER 75K BTU DIESEL FORCED AIR HEATER	160700198
88 MM8575	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701687
88 MM8576	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701539
88 MM8577	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16006739
88 MM8578	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16016333
88 MM8579	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16004928
88 MM8580	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16008862
88 MM8581	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15001075
88 MM8582	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15003224
88 MM8583	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15002433
88 MM8584	DEWALT KEROSENE HEATER	17002448
88 MM8585	DEWALT KEROSENE HEATER	17001777
88 MM8586	DEWALT HEATER	15003344
88 MM8587	STIHL 14" QUICKIE CONCRETE SAW	185161026
88 MM8588	WACKER PT3A 2" TRASH WATER PUMP	24443790
88 MM8589	WACKER PT3A 3" TRASH PUMP	24441565
88 MM8590	TSURUMI 2" SUBMERSIBLE PUMP W/ FLOAT- ELECTRIC	18593089633
88 MM8591	WACKER 3" WATER PUMP	24441565
88 MM8592	TITAN GAS POWERED POST DRIVER	
88 MM8593	MULTIQUIP MVH128GH REVERSIBLE PLATE COMPACTOR	E1151
88 MM8600	MANHOLE VENTILATOR & RETRACTABLE L.FELINE	LINE/GFPI56859-BLOWER/278283
88 MM8601	KENCO BARRIER WALL TONG 30,000LB CAPACITY	SF11041819
88 MM8602	KENCO BARRIER WALL TONG 30,000LB CAPACITY	5188101909
88 MM8610	WATER METER	34047661
88 PB7901	MCPHERSON M40F PIT BURNER-2003	0503430
88 PB8901	PIT BURNER	
88 PL8925	TOPCON TPL4GV	VF0442
88 PL8926	TOPCON TP-L5 GREEN BEAM PIPE LASER	KU0911
88 PL8930	TOPCON PIPE LASER TPL4GV	VF1251
88 PL8931	TOPCON TP-L4GC PIPE LASER	VF1704

EM Equipment

88.PL8936	AGTEC GRADE LASER	0532
88.RL8103	RAMMAX P33HMR ROLLER	530887
88.RL8148	WACKER TRENCH ROLLER	5645229
88.SB7901	FINN B260TD STRAW BLOWER-1999	2755800
88.SB8901	FINN B70 BALE STRAW BLOWER	SD2933
88.SE6001	5300 BTU PRESSURE WASHER	03070177
88.SE6104	DIAMON CORE SAW MOUNTED ON TR.	1301248
88.SL2930	TRIMBLE GPS MACHINE	34173011SM
88.SE6931	TRIMBLE TSC7 GIS	DAD181101018
88.TD8601	KUNDEL 8' X 10' MAN HOLE TRENCH BOX	6628
88.TD8602	KUNDEL 8'X10' MAN HOLE TRENCH BOX	12666
88.TD8603	KUNDEL 8' X 10' TRENCH BOX	15823
88.TD8604	KUNDEL 7' TRENCH SHORING SYSTEM	N/A
88.TD8605	GME 4L88 8' X 8' TRENCH BOX	M01061151-2
88.TD8606	GME 8M824 8' X 24' TRENCH BOX	T0103551-2
88.TD8607	GME 8M824 8' X 24' TRENCH BOX	T0103552-2
88.TD8608	GME 8M824 8' X 24' TRENCH BOX	T0103549-2
88.TD8609	GME 8M824 8' X 24' TRENCH BOX	T0103550-2
88.TD8610	GME 8M824 8' X 24' TRENCH BOX	T0103553-2
88.TD8611	GME 8M824 8' X 24' TRENCH BOX	T0103554-2
88.TD8612	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2-1
88.TD8613	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2
88.TD8614	8' X 16' TRENCH BOX	N/A
88.TD8615	6' X 16' TRENCH BOX	N/A
88.TD8616	8' X 16' TRENCH BOX	N/A
88.TD8617	8' X 16' TRENCH BOX	21867
88.TD8620	4' X 20' TRENCH BOX	21137
88.TD8621	10' X 12' TRENCH BOX	18697
88.TD8622	10' X 12' TRENCH BOX	21631
88.TD8623	8' X 20' TRENCH BOX	19475
88.TR8850	MOBILE OFFICE TRAILER	98-321
88.TR8851	MOBILE OFFICE TRAILER	153711
88.TR8856	STORAGE CONTAINER / OFFICE	GWCU256591
88.TR8861	8' X 10' STORAGE CONTAINER	
88.TR8863	STORAGE CONTAINER	ACL02118408
88.TR8866	8' X 10' STORAGE CONTAINER	WSDU4013650
88.TR8867	8' X 10' STORAGE CONTAINER	
88.TR8868	STORAGE CONTAINER	PWC1727-1888
88.TR8871	STORAGE CONTAINER (LONDON SHOP)	
88.TR8872	STORAGE CONTAINER (LONDON SHOP)	
88.TR8873	40' STORAGE POD	
88.TR8874	STORAGE CONTAINER	DS10RZS1009
88.TR8875	STORAGE CONTAINER	KKTU-768131
88.TR8876	STORAGE CONTAINER	KKTU-713500
88.TR8877	STORAGE CONTAINER	PW47296
88.TR8878	STORAGE CONTAINER	PWD2041
88.TR8879	STORAGE CONTAINER	PW200470
88.TR8880	STORAGE CONTAINER	PW26215
88.TR8881	STORAGE CONTAINER	MAEU2307821
88.TR8882	8' X 20' STORAGE POD	UGMU8612384
88.TR8883	8' X 20' STORAGE POD	5FWUS1621MR027423
88.TR8884	8' X 10' STORAGE CONTAINER	**
88.TR8885	8' X 10' STORAGE CONTAINER	ANYU110214
88.TR8886	8' X 10' STORAGE CONTAINER	
88.TR8887	8' X 16' STORAGE POD	UGMU8590515
88.WB8960	CONCRETE FLOOR SAW	
88.WP7919	(ON HILL DOWN) GR 16C2-F4L912 WATER PUMP	1156063
88.WP8919	THOMPSON 6V 880 WATER PUMP 6"	4045D
88.WP8928	GORMAN RUPP 6" WATER PUMP	1424063
88.WP8929	GODWIN CD150M 6" WATER PUMP	18646494/03
88.WT6303	WATER TANK FOR TRUCK	
88.WT6304	WATER TANK FOR TRUCK 4000 GA	
88.WT6305	WATER TANK FOR TK8305	T422
88.WT6306	WATER TANK 3500 GAL.	
88.WT6307	WATER TANK 3500 GAL.	
88.WT6308	WATER TANK 3500 GAL.	
88.WT6309	WATER TANK 3500 GAL.	
88.WT8720	WASTE OIL TANK 1000 GAL	
90.FT6800	100 GAL BULK FUEL TANK	
90.FT6801	100 GAL BULK FUEL TANK	
90.FT6802	100 GAL BULK FUEL TANK	
90.FT6803	100 GAL BULK FUEL TANK	
90.FT6804	100 GAL BULK FUEL TANK	
90.FT6805	100 GAL BULK FUEL TANK	
90.FT6806	100 GAL BULK FUEL TANK	
90.FT6807	100 GAL BULK FUEL TANK	
90.FT6808	100 GAL BULK FUEL TANK	
90.FT6809	100 GAL BULK FUEL TANK	
90.FT6810	100 GAL BULK FUEL TANK	
90.FT6811	100 GAL BULK FUEL TANK	
90.FT6812	100 GAL BULK FUEL TANK	
90.FT6813	100 GAL BULK FUEL TANK	
90.FT6814	100 GAL BULK FUEL TANK	
90.FT6815	100 GAL BULK FUEL TANK	
90.FT6816	100 GAL BULK FUEL TANK	

EM Equipment

90.FT6817	100 GAL BULK FUEL TANK	
90.FT6818	100 GAL BULK FUEL TANK	
90.FT6819	100 GAL BULK FUEL TANK	
90.FT6820	100 GAL BULK FUEL TANK	
90.FT6821	100 GAL BULK FUEL TANK	
90.FT6822	100 GAL BULK FUEL TANK	
90.FT6823	100 GAL BULK FUEL TANK	
90.FT8700	FUEL TANK OFF ROAD	
90.FT8704	FUEL TANK OFF ROAD DIESEL	
90.FT8705	FUEL TANK OFF ROAD	
90.FT8708	FUEL TANK OFF ROAD DIESEL	
90.FT8709	FUEL TANK ON ROAD DIESEL	
90.FT8710	FUEL TANK GASOLINE	
90.FT8711	PITTSBURG FUEL TANK OFF ROAD DIESEL	TANK# 1 VERTICAL
90.FT8712	JASPER FUEL TANK OFF ROAD DIESEL	12,000 GAL. TANK
90.FT8713	SOMERSET FUEL TANK OFF ROAD DIESEL	10,000 GAL. TANK
90.GB1001	PETRO TOWERY GASBOY FUEL SYSTEM	GASBOY
91.BLDG1	OLD FRANKFORT PIKE BLDG - LAB	
91.BLDG2	2051 ENTERPRISE CIRCLE - SHOP	
91.BLDG3	BUILDING IMPROVEMENTS - LAB	
91.BLDG4	2016 SOUTHER SHOP CAPITALIZATION	
91.BLDG5	SOUTHERN SHOP ROOF/CONC SLAB	
91.BLDG6	JASPER BUILDING 1	
91.BLDG7	JASPER BUILDING 2	
91.BLDG8	JASPER BUILDING 3	
91.ZZ0129	MARK LINE MODEL 1265	
91.ZZ0137	NCAT ASPHALT FURNACE	
98.CMP1	COMPUTER SOFTWARE	
98.CMP2	COMPUTER EQUIPMENT	
98.IMP01	LAB IMPROVEMENTS	
98.OE1	OFFICE EQUIPMENT-COMPUTERS	
98.OE10	4 DELL OPTIPLEX 330 COMPUTERS	
98.OE11	COMPUTER	
98.OE12	COMPUTER	
98.OE13	COMPUTER	
98.OE14	COMPUTER	
98.OE15	COPIER- ENGINEERING ROOM	
98.OE17	2017 CANNON COPIER - ENGINEERING ROOM	
98.OE2	HEAVY BID ADVANCED-SOFTWARE	
98.OE3	DELL PRECISION M6300	
98.OE4	LAPTOP COMPUTERS	
98.OE5	COMPUTER	
98.OE6	3D SOFTWARE	
98.OE7	COPIER	
98.OE8	COMPUTERS	
98.OE9	COMPUTER	
98.OF1	CONF. TABLE, SOFA, CHAIRS	
98.OF2	DRAFTING TABLE, CABINET	
98.OF3	OFFICE FURNITURE	
99.ALLEN	PARTS AND FUEL FOR ALLEN CO EQUIPMENT	
99.ATS	Shop Rebuilds	
99.ATS.CA	ATS CORP ASSET	
99.BIZ	BIZZACK EQUIPMENT	
99.EX9901	RENTAL CAT 308 EXCAVATOR	FX08669
99.EX9902	RENTAL CAT 305 EXCAVATOR	H5M00873
99.LT6095	2013 CHEVROLET SILVERADO - SHON HAMPTON	.GCRKTE74DZ186233
99.MM9100	CAT 725KW Generator-Williamsburg Plant	3H3C302S671366581
99.MM9101	CAT 1250KW GENSET AND TRAILER - GENERATOR	34Z05885
99.PV1054	HAROLD BARGO TAHOE	
99.PV1124	HAROLD R. LINDON III #4234	PERSONAL VEHICLE
99.PV3575	LARRY T. YOUNG #10518	PERSONAL VEHICLE
99.PV3932	TERRY W. CURTIS #11335	PERSONAL VEHICLE 1C6RD7FP1CS298244
99.PV3977	TERRY L. WEBER #9708	PERSONAL VEHICLE
99.PV4260	KEITH COLLINS #11334	PERSONAL VEHICLE
99.PV5254	JOSEPH MULLINS #13993	PERSONAL VEHICLE
99.PV6161	EDDIE DUNN #3162	PERSONAL VEHICLE
99.PV6265	ADAM LAWSON	PERSONAL VEHICLE
99.PV6266	STEVE LAWSON	PERSONAL VEHICLE
99.PV6325	PHILLIP CLARK #10751	PERSONAL VEHICLE
99.PV6981	WILLIAM GLOVER #9130	PERSONAL VEHICLE
99.PV7223	JOSHUA A. BOWLDS #8592	PERSONAL VEHICLE
99.PV7746	STEVE LITTLETON #14088	PERSONAL VEHICLE
99.PV7937	SAMMY LEE #11497	PERSONAL VEHICLE
99.PV8657	JAMES FAULKNER #13275	PERSONAL VEHICLE
99.PV8668	BILLY JOEL HAWKINS #15059	PERSONAL VEHICLE
99.PV8842	AARON TY LITTLETON #10425	PERSONAL VEHICLE
99.PV9557	GREGORY SCOTT #14950	PERSONAL VEHICLE
99.PV9558	MICHAEL WISDOM	PERSONAL VEHICLE
99.PV9559	JOHN KETNER	PERSONAL VEHICLE
99.RE0001	RENTAL-ATS- CAT CS56B ROLLER	\$3601335
99.RE0002	RENTAL ATS- CAT 289D	
99.RE0003	RENTAL ATS-259D	
99.RE0013	RENTAL-ATS- CAT 279 SKID STEER	GTL05810
99.RE0014	RENTAL-ATS-CAT 259 SKID STEER	FTL17369
99.RE0015	RENTAL-ATS-CAT 308 EXCAVATOR	FX08472

EM Equipment

99.RE0016	RENTAL-ATS-CAT 259 SKID STEER	CW904463
99.RE0017	RENTAL-ATS-CAT 289 SKID STEER	TAW04630
99.RE0018	RENTAL-ATS-CAT 289 SKID STEER	TAW12558
99.RE0019	RENTAL-ATS-CAT 289 SKID STEER	TAW10055
99.RE0020	RENTAL-ATS-CAT 226 SKID STEER	HRD003348
99.RE0021	RENTAL-ATS-CAT 305 EXCAVATOR	H5M04038
99.RE0022	RENTAL-ATS-CAT 226 SKID STEER	HRD04178
99.RE0023	RENTAL-ATS-CAT 279 SKID STEER	GTL06680
99.RE0024	RENTAL-ATS-HAMM H12 ROLLER	H2351413
99.RE0038	RENTAL-ATS-LITE PLANT	1240P02V12
99.RE0042	RENTAL- ATS-CAT CH13 ROLLER	PWP00349
99.RE0044	RENTAL- ATS CAT CB54 ROLLER	JLM00803
99.RE0045	RENTAL-ATS CAT CB54 ROLLER	P8P00388
99.RE0046	RENTAL-ATS CAT 246 SKID STEER	KC601081
99.RE0047	RENTAL-ATS LITE PLANT	1593PRO214
99.RE0048	RENTAL- ATS CAT 289D SKID STEER	TAW108867
99.RE0052	RENTAL- ATS CAT TL1055D TELEHANDLER	ML500496
99.RE0053	K AND K ELGIN BROOM SWEEPER TRUCK	IFVACKDT99HAG5889 / J3195D
99.RE0054	RENTAL-ATS- CAT CS64B ROLLER W/GPS	C5600203
99.RE0055	RENTAL-ATS-CAT 279 SKIDSTEER	RB901614
99.RE0056	RENTAL-ATS-CAT 279 SKIDSTEER	RB901614
99.RE0057	RENTAL-ATS-CAT 289 SKIDSTEER	TAW07494
99.RE0059	RENTAL-ATS-CAT 308 MINI EXCAVATOR W/THUMB	FJX13506
99.RE0060	RENTAL- CAT 259 SKID STEER	FTL12152
99.RE0061	RENTAL- CAT 236 SKID STEER	KXL01429
99.RE0063	RENTAL - CAT CH10 ASPHALT ROLLER	P8P00388
99.RE0064	RENTAL - CAT 279 SKID STEER	RB902594
99.RE0065	RENTAL - FREIGHTLINER VAC TRUCK	
99.RE0067	RENTAL - CAT 279 SKID STEER	GTL06945
99.RE0068	RENTAL - BOMAG BMP8500 TRENCH ROLLER	101720125079
99.RE0069	RENTAL-ATS-CAT 242 SKID STEER	DZT04938
99.RE0070	RENTAL-ATS-CAT 259 SKID STEER	FTL12324
99.RE0071	RPO-VOGELE 2003-3I	975 01
99.RE0073	RPO-VOGELE 2003-3I (SOUTH)	975 01
99.RE0074	RPO-VOGELE 1700-3I (SFOOT)	19820203
99.RE0075	RENTAL-ATS-BROCE BROOM	411243
99.RE0076	CAT 420F2 BACKHOE	HWD03093
99.RE0077	CAT D3 XL DOZER	KCF202359
99.RE0078	CAT D3 XL DOZER	KF207139
99.RENTAL	ATS RENTED EQUIPMENT	
99.RL9901	RENTAL CAT CS56 ROLLER W/GPS	L8100746
99.RL9902	RENTAL CAT CB54 ROLLER	JLM00803
99.RL9903	RENTAL CAT CB54 ROLLER	RJN00339
99.RL9904	RENTAL HAMM H12 ROLLER	H2351413
99.SK9901	RENTAL CAT 259 SKID STEER	FTL17369
99.SK9902	RENTAL CAT 259 SKID STEER	CW904463
99.SK9903	RENTAL CAT 289 SKID STEER	TAW04630
99.SK9904	RENTAL CAT 289 SKID STEER	TAW05346
99.SK9905	RENTAL CAT 259 SKID STEER	FTL16034
99.SK9906	RENTAL CAT 289 SKID STEER	TAW06758
99.SK9907	RENTAL CAT 226 SKID STEER	HRD02690
99.SK9908	RENTAL CAT 226 SKID STEER	HRD04178
99.SK9909	RENTAL CAT 279 SKID STEER	GTL06680
RM COVPMT	RM COVENANT PMTS	
RM GOOD	RM GOODWILL	
RM QDEVEL	RM QUARRY DEVELOPMENT	



Andy Beshear
Governor

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

Holly M. Johnson
Secretary

Yvette M. Smith
Executive Director

August 23, 2021

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

Subject: Certification

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Yvette M. Smith".

Yvette M. Smith
Executive Director



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

www.transportation.ky.gov/

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

April 26, 2022

Dear Contractor:

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

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

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

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

Sincerely,

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

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

se/rla
Enclosure



Certificate No.

A - 2022

01947

Certificate of Eligibility

Issued By

Commonwealth of Kentucky

Transportation Cabinet

This certifies that L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION

3009 ATKINSON AVENUE STE 400

LEXINGTON, KY 40509

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **December 31, 2022**

is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

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

Date Issued: April 25, 2022

By

State Highway Engineer
Department of Highways

Attachment C: Similar Jobs

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

Attachment D

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

JC Contracts

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

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

JC Contracts

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

JC Contracts

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

JC Contracts

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

JC Contracts

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

JC Contracts

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

JC Contracts

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

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

JC Contracts

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

JC Contracts

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

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

JC Contracts

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

JC Contracts

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



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

Principal Officers, Managers and Superintendents of the Organization

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

JC Contracts

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

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

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

Remaining on Contracts: \$84,200,000.00

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GENERAL CONDITIONS
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PART IV
GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment

The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds

Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order

A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review

CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change

If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of its personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or “Or-Equal” Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANT'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense

Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.8.3 Retainage

Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the

difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

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

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

- 1 BLASTING
- 2 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION
- 3 WAGE SCALE
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- 6 PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS
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1. **BLASTING** – not applicable.

2. RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$5 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.

- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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3. WAGE SCALES – NOT APPLICABLE.

4. WEATHER RELATED DELAYS

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatology ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using ≥ 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)
- F. Definitions:
 - 1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

5. KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING

Bidders must be prequalified with the Kentucky Transportation Cabinet in Grade and Drain (A) and/or Asphalt Paving (C1 or C2) at the time of the bid opening.

6. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS

Contrary to Part IV General Conditions Section 10.5.4, direct payment for the Contractor's cost of Performance and Payment Bonds will be permitted.

Direct cost of required Performance and Payment Bonds has been included as a line item in the Form of Proposal, to allow payment for this cost prior to completion of the project if the contractor so chooses. If no figure is supplied for this line item, no specific payment for bonding costs will be made. The total amount of bid is to include the cost of bonding, whether this cost is specifically shown by the bidder on the line item in the Form of Proposal, or whether it is indirectly included elsewhere within the bidder's unit prices.

When the applicable amount is listed in the Form of Proposal, payment for the costs of Performance and Payment Bonds may generally be requested after the work is 20% complete. The contractor will furnish from his bonding agent a receipt verifying the cost of the bonds and a letter stating that the bonds are in effect and in good standing. Payment will be made for the actual cost of the bonds or the amount stated in the Form of Proposal, whichever is less.

7. SPECIAL UTILITY NOTES

IMPACT ON CONSTRUCTION

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the LFUCG. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.)

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

Utility Notes continued on following pages

**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL
IMPACT ON CONSTRUCTION**

FAYETTE COUNTY

Mason Headley Improvements Project

Utility coordination efforts determined that utility relocation is required for this project. Utility relocations will begin prior to project construction.

Any information pertaining to utility facilities are defined in the bid package and are to be carried out as instructed by the LFUCG. The Contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal. Utility coordination is incidental to the work item(s) for which it is necessary, no additional payment shall be made for utility coordination.

Utility Information Note

Kentucky Utilities has streetlights in the project area. The streetlights will be relocated as part of the project. Kentucky Utilities will take down the existing streetlights. The contractor will be responsible for installing conduit and pole bases for streetlights, and coordinating with Kentucky Utilities to complete the street light installation.

Kentucky American Water has facilities in the project area. Kentucky American Water will begin relocating their facilities prior to construction. It is anticipated that Kentucky American Water will complete their relocation prior to or shortly after construction starting.

Columbia Gas has facilities in the project area. Columbia Gas will begin relocating their facilities prior to construction. It is anticipated that Columbia Gas will complete their relocation prior to construction starting.

AT&T has facilities in the project area. AT&T will begin relocating their facilities prior to construction. It is anticipated that AT&T will complete their relocation prior to construction starting.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Lexington-Fayette Urban County Government maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Lexington-Fayette Urban County Government makes no guarantees regarding: the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

The contractor is advised to contact KY 811 one-call system; however, the contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call system. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area. Note: See attached sheet for Project Area Utility Contacts.

UTILITY CONTACT LIST FOR PROJECT AREA

It has not been confirmed what specific utility is located within the project bounds beyond field inspection. Therefore, we have provided a contact list as a precautionary measure to aid the awarded contractor in contacting any utility necessary.

Kentucky Utilities Company
500 Stone Road
Lexington, KY 40503

Contact: Miles Waskey
859-367-4263
miles.waskey@lge-ku.com

Spectrum
2544 Palumbo Drive
Lexington, KY 40509

Contact: John Oram
(859) 514-1439 ext. 56417
john.oram@spectrum.com

Windstream Communications
130 West New Circle Road, Suite 170
Lexington, KY 40505
steve.johnson@windstream.com

Contact: Steve Johnson
859-357-6209

Kentucky American Water
2300 Richmond Road
Lexington, KY 40502

Contact: Austin Thore
859-559-9514
austin.thore@amwater.com

Columbia Gas of Kentucky, Inc.
2001 Mercer Road
P.O. Box 14241
Lexington, KY 40512

Contact: David Lemons
859-288-0249
dnlemons@nisource.com

Metronet
130 W. Tiverton Way, Suite 160
david.fritz@metronetinc.com
Lexington, KY 40503

Contact: David Fritz

Lexington-Fayette Urban County Government
Division of Water Quality – Sanitary Sewers
301 Lisle Industrial Avenue
Lexington, KY 40511

Contact: Chris Dent, P.E.
859-425-2454
cdent@lexingtonky.gov

Lexington-Fayette Urban County Government
Division of Water Quality – Storm Sewers
125 Lisle Industrial Avenue
Lexington, KY 40511

Contact: Mark Sanders, P.E.
859-258-3426
msanders@lexingtonky.gov

Lexington-Fayette Urban County Government
Traffic Engineering
101 E. Vine Street, Suite 300
Lexington, KY 40507

Contact: Jeffrey Neal
859-258-3830
jneal@lfucg.com

8. KYTC ENCROACHMENT PERMIT

A portion of the project is within the Versailles Road Right-of-Way, which is managed by the Kentucky Transportation Cabinet. Attachment A contains a copy of the Kentucky Transportation Cabinet Encroachment Permit that covers this project. The CONTRACTOR will be responsible for abiding by the conditions of the permit.

END OF SECTION



1/17/2025

ENCROACHMENT PERMIT

KYTC KEPT #: 07-2024-00650

Permittee: LFUCG

Permit Type / Subtype: Other / Miscellaneous

Work Completion Date: 7/1/2025

INDEMNITIES		
Type	Amount Required	Tracking Number
Performance Bond	\$0.00	
Cash / Check	\$0.00	
Self-Insured	\$20,000.00	0009633
Payment Bond	\$0.00	
Liability Insurance	\$0.00	

This permit has been: **APPROVED** ☒ **DENIED** ☐

Daniel Kucela	D7 Engineering Support - TEBM	1/17/2025
SIGNATURE	TITLE	DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

LOCATION(S)			
Description	County - Route	Latitude	Longitude
	Fayette - US 60	38.047488	-84.543487

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 07-2024-00650

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT Lexington Fayette Urban County Gov.	ADDRESS 101 E. Vine Street		
EMAIL tclements@lexingtonky.gov	CITY Lexington	STATE KY	ZIP 40507
CONTACT NAME 1 Thomas Clements	EMAIL tclements@lexingtonky.gov	PHONE # 859-258-3416	
		CELL #	
CONTACT NAME 2 (if applicable)	EMAIL	PHONE #	
		CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS Mason Headley Road	CITY Lexington	STATE Kentucky	ZIP 40504
COUNTY Fayette	ROUTE # US 60	MILE POINT 5.864	LONGITUDE (X) 38.0474
			LATITUDE (Y) -84.5434

ADDITIONAL LOCATION INFORMATION:

Mason Headley intersection with Versailles Road (US 60)

FOR KYTC USE ONLY

PERMIT TYPE: ☐ Air Right ☒ Entrance ☐ Utilities ☐ Vegetation Removal ☐ Other: _____

ACCESS: ☐ Full ☐ Partial ☒ by Permit **LOCATION:** ☐ Left ☒ Right ☐ Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

The project begins just south of The Lane and ends at Versailles Road (US 60) and will add an entrance and an exit for a new school property, multi-use path, sidewalk, medians, curb and gutter, and storm sewer.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

Thomas Clements

SIGNATURE

12-23-24

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

UTILITY

NAME (Utility Representative)

TITLE (Utility Representative)

SIGNATURE (Utility Representative)

DATE



Know what's below. Call before you dig.

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF MAINTENANCE – PERMITS BRANCH

Rev. 12/2021

ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

KYTC KEPT # _____

SAFETY

All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual. Federal law requires that traffic control shall be implemented in accordance with MUTCD standards and Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction (Standard Specifications) under the supervision of a certified Work Zone Traffic Control Supervisor.

All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.

No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the MUTCD.

When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 9 am and 3 pm.

The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.

No non-construction equipment or vehicles or office trailers shall be allowed on the right of way at any time.

The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

Working hours shall be between 9 am and 3 pm.

Date and time restrictions pertaining to this permit are as follows:

No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

The permittee shall meet all applicable federal Occupational Safety and Health Administration standards and Kentucky Occupational Safety and Health standards.

Other safety requirements pertaining to this permit are as follows:

All personnel on state right of way must have the proper PPE on all times for visibility.

GENERAL	
	The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility.
	Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis. Following this consultation, further action shall be decided on a case-by-case basis by the Department.
	If the activity to which this permit related disturbs one acre or more of land, you must obtain Kentucky Pollutant Discharge Elimination System KYR10 permit. Information can be found at http://water.ky.gov/permitting/Pages/GeneralPermits.aspx
	Other general requirements pertaining to this permit are as follows:
UTILITIES	
	For Non-Fully Controlled Access Highways
	All existing manholes and valve boxes shall be adjusted to be flush with finished grade.
	Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.
	Underground longitudinal lines shall be located behind the ditch and toe of slope as near to the edge of the right of way as practical or in designated utility strips. Underground lines shall not be installed longitudinally under pavement, shoulder areas, or ditches.
	Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.
	The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.
	Natural gas and petroleum fraction lines shall have a minimum of 60" cover when located under roadways, ramps and ditch lines, and a minimum of 42" cover in all other areas.
	All pavement cuts shall be restored per Kentucky Transportation Cabinet standards and specifications.
	Overhead crossing of an utility line shall have a minimum clearance of 18 feet or greater per NESC guidelines or applicable codes.
	To the extent possible, maintain at least a 30' clear zone.
	For Fully Controlled Access Highways
	All work necessary within the right-of-way shall be performed behind a temporary fence erected prior to a boring operation. The temporary woven wire fence shall be removed immediately upon completion of work on the right-of-way, and the control of access immediately restored to original condition, in accordance with the Standard Specifications.
	Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual. Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
	All vents, valves, manholes, etc., shall be located outside of the right-of-way.
	Overhead crossing of an utility line shall have a minimum clearance of 24 feet or greater per NESC guidelines or applicable codes.
	Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.
	The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.

	Natural gas and petroleum fraction lines shall have a minimum of 60" cover.
	Other Utility Requirements
	Other utility requirements pertaining to this permit are as follows:
	RIGHT-OF-WAY RESTORATION
	All disturbed portions of the right of way shall be restored to grass as per the Standard Specifications. A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding per the specified seed mix shall be used. For urban areas, the seed mix will be modified to only include Fescue and Ryegrass.
	For seeding on slopes 3:1 of less, apply seed mix Type I at a minimum application rate of 100 pounds per acre. Seed Mix Type I: 90% Kentucky 31 Tall Fescue, 10% White Dutch Clover
	For seeding on slopes greater than 3:1 in Districts 4, 5, 6, and 7, apply seed mix Type II at a minimum application rate of 100 pounds per acre. Seed Mix Type II: 90% Kentucky 31 Tall Fescue, 10% Partridge Pea
	For seeding on slopes greater than 3:1 in Districts 1, 2, 3, 8, 9, 10, 11, 12, apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Partridge Pea with Kentucky 31 Fescue. Seed Mix Type III: 70% Kentucky 31 Tall Fescue, 30% Partridge Pea
	For seeding in residential and urban areas, use seed mix Type IV at an application rate of 275 pounds per acre. Seed Mix Type IV: 95% Turf Type Tall Fescue Blend, 5% White Dutch Clover
	Place straw to an approximate 2-inch loose depth (2 tons per acre).
	Prior to seeding, the ground shall be prepared in accordance with the Standard Specifications.
	Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing. Substitutes for sod are subject to approval by the Department.
	All ditch-flow lines and all ditch-side slopes shall be sodded.
	Existing concrete right of way monuments shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee with new monuments in accordance with the Standard Specifications. Monuments that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department. All right of way monuments shall be installed by a licensed Land Surveyor.
	Other right-of-way restoration requirements pertaining to this permit are as follows:
	DRAINAGE
	Any negative impacts to existing drainage structures will be the permittee's responsibility to repair in accordance with the Standard Specifications.
	All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating. Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill. It is the permittee's responsibility to request inspection.

	All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along curbs or in entrance areas or other paved areas within the right-of-way shall not be acceptable.																				
	All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to the Department specifications and shall be constructed in accordance with current Department Standard Drawings.																				
	Other drainage requirements pertaining to this permit are as follows:																				
PAVING																					
	<p>No asphalt mixtures shall be placed within the right of way between November 30 and April 1, without the express consent of the Department. No asphalt mixtures shall be placed on any wet surface. No asphalt mixtures shall be placed when weather conditions otherwise prevent the proper handling or finishing of asphalt mixtures. No asphalt mixtures shall be placed when the ambient air and existing surface temperatures on the project are less than those specified below.</p> <p style="text-align: center;"><i>Minimum Ambient Air Temperature and Minimum Temperature of the Existing Surface for Placing Asphalt Mixtures</i></p> <table> <tr> <td>Open-Graded Friction Course (OGFC).....</td><td>60 °F</td></tr> <tr> <td>SMA Base and Surface.....</td><td>50 °F</td></tr> <tr> <td>Asphalt Mixture, Surface (PG76-22).....</td><td>45 °F</td></tr> <tr> <td>Asphalt Mixture, No. 4 Surface.....</td><td>50 °F</td></tr> <tr> <td>Asphalt Mixture, Surface (one inch thick or less).....</td><td>45 °F</td></tr> <tr> <td>Leveling and Wedging and Scratch Course.....</td><td>45 °F</td></tr> <tr> <td>Asphalt Mixture, Surface (thicker than one inch).....</td><td>40 °F</td></tr> <tr> <td>Asphalt Mixture for Pavement Wedge.....</td><td>40 °F</td></tr> <tr> <td>Asphalt Mixture, Base and Binder.....</td><td>35 °F</td></tr> <tr> <td>Asphalt-Treated Drainage Blanket.....</td><td>35 °F</td></tr> </table>	Open-Graded Friction Course (OGFC).....	60 °F	SMA Base and Surface.....	50 °F	Asphalt Mixture, Surface (PG76-22).....	45 °F	Asphalt Mixture, No. 4 Surface.....	50 °F	Asphalt Mixture, Surface (one inch thick or less).....	45 °F	Leveling and Wedging and Scratch Course.....	45 °F	Asphalt Mixture, Surface (thicker than one inch).....	40 °F	Asphalt Mixture for Pavement Wedge.....	40 °F	Asphalt Mixture, Base and Binder.....	35 °F	Asphalt-Treated Drainage Blanket.....	35 °F
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Asphalt-Treated Drainage Blanket.....	35 °F																				
	<p>Paving within the right of way shall be as follows:</p> <p>Base (Type): <u>Compacted DGA</u> , (Thickness) <u>8 inches</u></p> <p>Surface Base (Type) <u>Class I Base</u> , (Thickness) <u>3 inches</u></p> <p>Finished Surface (Type) <u>Class I Surface</u> , (Thickness) <u>1 1/2 inches</u></p> <p>If needed, existing pavement and shoulder material shall be removed to accommodate the above paving specifications.</p>																				
	The finished surface of all new pavement within the right of way shall be true to type, cross-section, alignment, and grade as constructed or reconstructed. The finished surface shall be uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department.																				
	All materials and methods of construction, including base and subgrade preparation, shall be in accordance with the Standard Specifications.																				

	At least <u>48 hours</u> notice to the Department is required prior to beginning paving operations. Name: <u>Robert Baker</u> Email: <u>RobertA.Baker@ky.gov</u>
	To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.
	Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with the Standard Specifications, shall be applied between new and existing pavements
	Other paving requirements pertaining to this permit are as follows:
	SIDEWALK SPECIFICATIONS
	Pedestrian facilities shall meet American with Disabilities Act accessibility requirements to the maximum extent feasible.
	New Sidewalks
	Sidewalks shall be <u>5 ft</u> feet in width. Typical Department practice is minimum 5' width.
	Sidewalks shall be constructed of Class A concrete. Sidewalk shall be 4" in thickness, except across entrances. Sidewalks thickness across entrances shall be 8" of concrete on 4" of compacted DGA.
	Sidewalks shall have tooled joints not less than 1 inch in depth at intervals equal or less than the width of the sidewalk being constructed.
	Install 1/2" premolded expansion joint material to the full depth of sidewalk where new sidewalk abuts any rigid structure , such as curbs, columns, buildings, or existing sidewalk.
	All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.
	Existing Sidewalks
	If existing sidewalks are being relocated, the use of the sidewalk shall not be blocked or obstructed, and a reasonably safe and accessible walkway shall be maintained across the construction area at all times.
	All damaged sections of the sidewalks shall be entirely replaced to match existing sections.
	Other Sidewalk Specifications
	Other sidewalk specifications pertaining to this permit are as follows:
	CURBING
	Bituminous Curbs
	Bituminous concrete curbs shall be given an asphalt paint coat after construction.
	The surface under the bituminous concrete curb shall be tacked at a rate to achieve an undiluted asphalt residue of 0.4 pounds (0.5 gallons) per square yard. Allow the tack to cure before covering it.
	All bituminous curbs shall be constructed of a PG 64-22 asphalt mix, as specified by the Standard Specifications.
	For curbs of constant width, extrude the asphalt sections. In areas inaccessible to the extrusion equipment or off variable widths, hand-placing is allowed. The hand-placed mixture shall be compacted and finished to a dense, uniform section comparable to that of machine-placed mixture.

	Concrete Curbs
	All curbs or curb and gutter shall be constructed of Class A concrete and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.
	All concrete curbs shall be 6 inches in width, extend ____ inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 0.5 inch radii.
	The last <u>3</u> feet of all concrete curbs are to be tapered down to finished grade.
	Other Curbing Requirements
	Other curbing requirements pertaining to this permit are as follows:
	TRAFFIC
	Any contractor performing work within the vicinity of Department roadway lighting or traffic signal facilities, must request locates from the District Traffic section at least <u>1 week</u> in advance on starting work in the right-of-way.
	The permittee must maintain all Department roadway signage that is impacted by the permitted work. In the event that any signs have to be moved to accommodate the scope of the permit, it is the permittee's responsibility to mark the sign's location before removal and install the original or new sign per Department standards for sign installation. All Department roadway signs must be restored to original condition before the permit will be released.
	Any thermoplastic and striping damaged during the encroachment must be restored in a timely manner per Department standards. Stop bars, arrows, and crosswalks must be thermoplastic material, paint is not acceptable. This work must be performed by a pre-qualified contractor.
	Excavating near a signal, lighting pole, or anchoring facility must be done so that it does not impact the structural integrity of the pole. Any work that requires a temporary support or anchoring must receive prior approval.
	If the scope of the permit involves a signal build or rebuild, it is the permittee's responsibility to apply for power service and pay the monthly bill until the electrical device is formally accepted by the Department. It is the permittee's responsibility to request electrical inspection from the District Traffic section. If the signal modifications require timing or phasing changes, this must be requested at least two weeks in advance of the signal's turn-on date. The Department will not take ownership of permitted signals until the electrical inspection is formally accepted and approved.
	Work which impacts traffic loops requires 48-hour notice to the District Traffic section at <u>246-2355</u> . Accidental damage of a traffic loop must be reported immediately to the District emergency line at <u>246-2355</u> . Any disturbed traffic loops must be replaced in a timely manner. Traffic loops out of operation for more than five working days will subject the permittee to the cancellation of the permit. Loop repair must be performed by a pre-qualified contractor.
	Other traffic requirements pertaining to this permit are as follows:

MISCELLANEOUS

Miscellaneous requirements pertaining to this permit are as follows:

NOTICE TO PERMITTEE

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. THE PERMITTEE SHALL MEET ALL DEPARTMENT POLICIES, STANDARD DRAWINGS, AND STANDARD SPECIFICATIONS. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.

PART VI
CONTRACT AGREEMENT
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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 17th day of June, 2025, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **L-M Asphalt Partners Ltd dba ATS Construction**, doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of one million six hundred eighty six thousand two hundred eighty-nine Dollars and twenty Cents (\$1,686,289.20) quoted in the proposal by the CONTRACTOR, dated June 9, 2025, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Palmer Engineering for the Mason Headley Improvements Project.

2. TIME OF COMPLETION

The date estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as May 1, 2026 for final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

**SECTION
NO.**

TITLE

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:


Clerk of the Urban County Council

BY: 
MAYOR


(Witness)


Mayor
(Title)

(Seal)

L-M Asphalt Partners, LTD. DBA ATS Construction
(Contractor)

BY: 
Brian R. Billings

~~(Secretary)*~~


(Witness)

PRESIDENT President
(Title)

3009 Atkinson Avenue, Suite 400, Lexington KY 40509
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

Performance Bond

CONTRACTOR (Name and Address):

L-M Asphalt Partners Ltd. dba ATS Construction
3009 Atkinson Ave., Suite 400
Lexington, KY 40509

SURETY (Name and Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza, T-4-47
Hartford, CT 06155

OWNER (Name and Address):

LFUCG
200 East Main St.,
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: June 11, 2025

Amount: One Million Six hundred Eighty Six Thousand, Two Hundred Eighty Nine Dollars and Twenty Cents (\$1,686,289.20)

Description (Name and Location): Bid #69-2025 Mason Headley Improvements Project

BOND

Date (Not earlier than Construction Contract Date): June 11, 2025

Amount: One Million Six Hundred Eighty Six Thousand, Two Hundred Eighty Nine Dollars and Twenty Cents (\$1,686,289.20)

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
L-M Asphalt Partners Ltd. dba ATS Construction

Signature: Brian R. Billings, PRESIDENT
Name and Title: Brian Billings - President

SURETY

Company: (Corporate Seal)
Hartford Fire Insurance Company

Signature: Kim Watson
Name and Title: Kim Watson Attorney-In-Fact



(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Acrisure LLC
780 Winchester Road
Lexington, KY 40505

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be

prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and

resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with

a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Payment Bond

CONTRACTOR (Name and Address):

L-M Asphalt Partners Ltd. dba ATS Construction
3009 Atkinson Ave., Suite 400
Lexington, KY 40509

SURETY (Name and Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza, T-4-47
Hartford, CT 06155

OWNER (Name and Address):

LFUCG
200 East Main St.,
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: June 11, 2025

Amount: One Million Six hundred Eighty Six Thousand, Two Hundred Eighty Nine Dollars and Twenty Cents (\$1,686,289.20)

Description (Name and Location): bid #69-2025 Mason Headley Improvements Project

BOND

Date (Not earlier than Construction Contract Date): June 11, 2025

Amount: One Million, Six hundred Eighty Six Thousand, Two Hundred Eighty Nine Dollars and Twenty Cents (\$1,686,289.20)

Modifications to this Bond:

☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
L-M Asphalt Partners Ltd. dba ATS Construction

SURETY

Company: (Corporate Seal)
Hartford Fire Insurance Company

Signature:

Brian R. Billings, President
Name and Title: Brian Billings - President

Signature:

Kim Watson
Name and Title: Kim Watson Attorney-In-Fact



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: Acrisure LLC
780 Winchester Road
Lexington, KY 40505

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the

Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract

or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.		
2.		
3.		
4.		
5.		

IX. TECHNICAL SPECIFICATIONS

PART VIII
TECHNICAL SPECIFICATIONS
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TECHNICAL SPECIFICATIONS

SECTION A - GENERAL PROVISIONS

A.1 KENTUCKY DEPARTMENT OF HIGHWAYS - SPECIFICATIONS

Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction* and all current revisions.

With regard to the incorporation of the *Standard Specifications of KDOH* into these Technical Specifications, the following should be noted:

- Unless either the content implicitly or the Plans and Contract Documents and Specifications explicitly indicate otherwise, all KDOH references to "the Department" should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).
- Any discrepancy between the *Standard Specifications of KDOH* and the express intentions of Lexington-Fayette Urban County Government (i.e., Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

A.2 ABBREVIATIONS

Abbreviations of standards, codes, and publications used within these Specifications are as follows:

ASTM	American Society of Testing and Materials
ANSI	American National Standard Institute
KDOH	Kentucky Department of Highways, "Standard Specifications for Road and Bridge Construction", current edition

A.3 SCOPE

It is the intent that the CONTRACTOR, in accordance with the Plans, Contract Documents and Specifications, and other mutually acknowledged informational materials shall perform everything required to be performed and to furnish a complete, fully operating Work, and shall provide and furnish all labor, materials, necessary tools, expendable and non-expendable equipment and all transportation services required for the entire, proper completion of the Work, the cost of all of which shall be included in the Bid.

The CONTRACTOR shall make all requisite excavations and foundation preparation for constructing sidewalks, incidental drainage structures, and retaining walls. The CONTRACTOR shall, where required, excavate and prepare subgrade for pavement widening and replacement. The CONTRACTOR shall provide all signs, lighting, barricades, flagmen and watchmen, and make provisions necessary to protect and maintain buildings, fences, trees, shrubs, poles, existing utility fixtures, watercourses, surface drains, or other structures in, on, across, or adjacent to the Work and repair all damage done to them where and as required. The CONTRACTOR shall perform all backfilling, restore walks, grass plots, flowers, shrubs, trees, paved surfaces, etc., damaged or disturbed and clear away all rubbish and surplus materials. The CONTRACTOR shall put in complete and acceptable working order the items covered by the Contract.

This Specification sets forth several items of Work or conditions, which are required as integral parts of the successful completion of the Project. All items discussed herein under General Provisions are considered incidental to the overall accomplishment of the Project and no separate payment shall be made therefore unless otherwise noted elsewhere in these specifications.

A.4 CONTRACTOR'S FACILITIES

A.4.1 Sanitary Facilities: The CONTRACTOR shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the Project.

A.4.2 Utilities: The obtaining of all utilities, which may be required for construction shall be the responsibility of the CONTRACTOR.

A.5 CONTRACTOR'S FIELD OFFICE

CONTRACTOR'S field office is not required.

A.6 UTILITIES

The CONTRACTOR is to notify all utility companies prior to beginning construction operations.

It shall be the CONTRACTOR'S responsibility to locate all utilities, make appropriate arrangements regarding relocation, maintain utility service throughout the construction period, and make final relocations at the completion of the Work. The CONTRACTOR shall be responsible for any injury or damage to the existing utilities due to their operations whether shown or not shown in the plans. Where utilities are shown or indicated on the plans, the information given is in accordance with the best information in possession of the OWNER but is approximate only. The data is not warranted to be either complete or correct, and the CONTRACTOR shall assume all risks resulting from the conditions arising from the approximations shown.

The CONTRACTOR shall confer with the utility companies to inform them of the proposed construction schedule, verify the location and elevation of existing utilities and arrange for the relocation and adjustment of any facilities to avoid interference with the proposed construction.

All such activities are to be performed under the direction of and with the approval of the ENGINEER.

When the various utility owners find it necessary to make adjustments to their lines where the CONTRACTOR is presently working, the CONTRACTOR is to move their operations to another area of Work so as not to interfere in any way with the utility company's Work.

Any utilities covered up or lost by the construction operations of the CONTRACTOR shall be uncovered and found by the CONTRACTOR and the new construction repaired and/or replaced as directed by the ENGINEER. No additional compensation will be allowed for such Work nor shall any additional payment be allowed for the relocation and adjusting of any utility but shall be considered incidental to other Work.

The CONTRACTOR shall make a concerted effort to prevent any disruption of utility services, and if an unintended disruption occurs, the CONTRACTOR shall immediately and safely restore service. If disruption of any of the utility services covered in this section is unavoidable, it will be the responsibility of the CONTRACTOR to notify affected property owners. The CONTRACTOR shall also make every effort to restore said services before quitting Work for the day. In the event this cannot be done, the CONTRACTOR shall provide temporary service to the property owners until permanent service can be restored.

A.7 INSTALLATION REQUIREMENTS

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein or directed by the ENGINEER.

A.8 PROOF OF COMPLIANCE

Whenever the Contract Documents require that a product be in accordance with Federal Specifications, ASTM Designations, ANSI Specifications, or other associations' standards, the CONTRACTOR shall present a certification from the manufacturer that the product complies therewith. When requested or specified, the CONTRACTOR shall submit supporting test data to substantiate compliance.

A.9 DUST CONTROL

The CONTRACTOR shall be responsible for minimizing the generation of dust resulting from their operations at all times. The CONTRACTOR shall be required to maintain all excavations, embankments, stockpiles, roads, permanent access roads, plant sites, waste areas, and all other Work areas within or without the project boundaries free from dust, which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light asphalt treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the Work proceeds, and whenever a dust nuisance or hazard occurs.

A.10 REPAIR OF DAMAGE

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

A.11 PROJECT EXTENT

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the Project. The CONTRACTOR shall not establish Work, storage, or staging area outside the Project limits, unless otherwise directed or approved by the ENGINEER.

A.12 WORKING HOURS

Work shall generally be restricted to daylight hours but may be further restricted by the ENGINEER if required; except emergency Work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to Work beyond the normal work week, they shall notify the ENGINEER of their intent as far in advance as possible. Lane closures for all streets with a functional classification above local shall occur only between the hours of 9:00 a.m. and 3:00 p.m., except as approved by the ENGINEER.

A.13 GUARANTEE

The CONTRACTOR shall assume responsibility for all workmanship and materials for a period of one year from final payment. Any Work found to be defective due to failure to comply with the provision and intent of the Contract Documents, Specifications, and Plans shall be replaced at the CONTRACTOR'S expense.

A.14 PROPERTY CONSIDERATION

Materials having a salvage value shall remain the property of the OWNER. Salvageable material rejected by the OWNER shall become the responsibility of the CONTRACTOR to dispose of in a proper manner subject to the approval of the ENGINEER.

A.15 BLASTING

Blasting is addressed in the Special Conditions.

A.17 HAZARDOUS MATERIAL - GAS LINES

The CONTRACTOR is advised to exercise caution in their operations on this project, regardless of whether the plans indicate or do not indicate the presence of any gas or hazardous materials carrying lines.

A.18 DIVERSION OF STORM WATER

Appropriate measures must be taken to sandbag the necessary manholes and to divert drainage around the area under construction, including the use of pumps if necessary. The CONTRACTOR is responsible for developing a plan to divert storm drainage around the construction area with the approval from the ENGINEER. Materials, labor, and all incidentals necessary to accomplish this diversion of storm drainage will be considered incidental to the contract unless noted otherwise in these Specifications.

A.19 SEWER SERVICE MAINTENANCE

This Work shall consist of maintaining existing sanitary sewer service to residents in the area during construction. Sewage is to be maintained by whatever means necessary, with the exception of unavoidable short-term disconnections during sewer replacement. No surcharge of manholes causing a sewer back-up into a property will be allowed.

No separate payment will be made for Sewer Service Maintenance. Sewer Service Maintenance shall include all materials, equipment and labor necessary to maintain sewer service to residents during construction.

A.20 EROSION AND SEDIMENT CONTROL

This work as described in Section 5.17 of the General Conditions shall involve preparation of a Stormwater Pollution Prevention Plan (SWPPP), a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP). Preparation of these documents shall be the responsibility of the CONTRACTOR. No payment will be made for the preparation of these documents.

There are no permit fees for the LDP for capital projects performed by the LFUCG Division of Engineering under this Contract. Other related permits, such as a Stream Encroachment Permit, Water Quality Certification, and/or USACE permits, shall be obtained by the OWNER as needed.

A.21 TREE PROTECTION

The CONTRACTOR shall protect all trees designated to remain within the construction limits, including entrance and exit points, as well as mobilization and laydown areas, from any damage during construction. Unless specifically shown on the plans, work shall not take place within the dripline of trees, including soil disturbance in and among the root system of the tree, compaction of soil within the tree dripline, or the staging of any trucks, equipment or tools within the dripline of the tree. The CONTRACTOR shall not operate or park equipment / vehicles within the dripline of trees. If material storage is required to complete a project, the CONTRACTOR shall install a 4-ft. high orange construction fence for tree protection at the dripline of all trees within the limits of construction to prevent materials from being stored within the dripline of trees. Tree pruning to provide clearance for unavoidable construction activities shall be coordinated with LFUCG's City Arborist by providing 72 hours' advance notice to allow for schedule coordination.

Where work within the dripline of a tree is unavoidable, the CONTRACTOR shall install a 4-ft. high orange construction fence to delineate the permissible disturbance area, as shown on the plans. The 4-ft. high orange fence is to remain intact and unmoved for the duration of the project. The CONTRACTOR shall not remove, disturb, or adjust the 4-ft. high fence until the completion of the project. Should the fence be damaged during the project for any reason the CONTRACTOR shall immediately fix any damages before proceeding with scheduled work.

Site restoration and damage claims resulting from failure to comply with tree protection standards will be the sole responsibility of the CONTRACTOR.

Material and labor associated with tree protection shall be incidental to the cost of mobilization.

TECHNICAL SPECIFICATIONS

SECTION B - MAINTENANCE OF TRAFFIC

B.1 SCOPE

The CONTRACTOR shall maintain, control and protect all vehicular, bicycle, and pedestrian traffic adjacent to and within the construction area. This Work shall conform to Kentucky Department of Highways Standard Specifications, Section 112, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete Work.

B.2 CONSTRUCTION

The CONTRACTOR shall present a plan for maintenance of traffic and traffic signs subject to the approval of the Lexington-Fayette Urban County Government Traffic Engineer prior to the beginning of Work. All bus routes shall remain in operation during scheduled bus operating hours. Loading zone space shall be made available as directed by the ENGINEER during normal business hours. At least one lane of traffic shall be maintained on all cross streets. Access shall be maintained to all properties during construction.

The CONTRACTOR shall furnish and erect suitable barricades, signs and other necessary devices to maintain, control and protect all vehicular, bicycle and pedestrian traffic passing through or around the construction project. All such devices shall conform in all respects to the requirements of the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Projects. The CONTRACTOR, before erecting any barricades or changing the location of one already placed, shall notify the ENGINEER at least three days prior to such contemplated erection or change, except in case of an emergency. In case of an emergency, the ENGINEER may direct the CONTRACTOR to immediately provide safety and warning devices to safeguard traffic. All night-time control devices requiring illumination shall be lighted every night during the entire period from sunset to sunrise. The CONTRACTOR will be held responsible for all damage to Work due to failure to provide barricades, signs, lights, and watchmen to protect it; and whenever evidence of such damage is found prior to acceptance, the ENGINEER may order the damaged portion removed and replaced by the CONTRACTOR at the CONTRACTOR'S expense. The responsibility remains the CONTRACTOR'S until the project is accepted.

The CONTRACTOR shall furnish bridging plates or provide other means of maintaining safe access for pedestrians and service traffic to all businesses during normal working hours. Adequate personnel shall be available during daylight hours to assure maintenance. Metal trench covers, granular backfill or other suitable methods shall be utilized to maintain vehicular traffic through areas disturbed by construction operations.

B.3 MEASUREMENT AND PAYMENT

Maintenance of Traffic shall be paid for at the Contact Lump Sum Price as quoted which shall be full compensation for all work required under this section.

TECHNICAL SPECIFICATIONS

SECTION C - FINAL CLEANUP

C.1 SCOPE

The Work will not be considered as complete, and final payment will not be made, until the right-of-way and all ground occupied by the CONTRACTOR in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of in waste areas provided by the CONTRACTOR. All property, both public and private, which has been damaged in the execution of the Work, shall be repaired or replaced in an acceptable manner. All ditches in the area of the Work shall be drained and areas affected by the Work shall be left unobstructed and in such condition as acceptable to the ENGINEER.

C.2 PAYMENT

No direct payment will be made for final cleanup.

TECHNICAL SPECIFICATIONS

SECTION D - MOBILIZATION AND DEMOBILIZATION

D.1 MOBILIZATION

The CONTRACTOR shall perform all preparatory work and operations necessary to move personnel, equipment, supplies, and incidentals to the project site; to establish offices, buildings, and other facilities that are necessary for performing the work; and to accomplish all other work or operations that must be performed, including costs that must be incurred, to begin work on the project.

The CONTRACTOR shall not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids in excess of this amount for bid comparisons. The LFUCG will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a CONTRACTOR'S Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for mobilization is larger than 5 percent, the LFUCG will adjust the amount bid for mobilization to 5 percent of the sum of the corrected total bid amounts.

D.2 DEMOBILIZATION

The CONTRACTOR shall perform all work and operations necessary to accomplish final clean-up; to move personnel, equipment, supplies, and incidentals from the project site; to remove all offices, buildings, and other facilities that were necessary for performing the work; and to accomplish all other work that must be performed, including costs that must be incurred, after acceptable completion of construction operations on the project

The CONTRACTOR shall not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids that are less than this amount up to 1.5 percent to compare Bid Proposals and award the Contract. The LFUCG will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the LFUCG will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than 1.5 percent.

D.3 MEASUREMENT AND PAYMENT

Mobilization is included in the Bid Proposal as a separate bid item and the LFUCG will make partial payment for Mobilization in two equal or approximately equal payments. The LFUCG will make the first payment on the first pay estimate on which the CONTRACTOR'S total earned value

on Contract items, other than Mobilization, exceeds \$10,000. The LFUCG will make the second payment on the first pay estimate on which the CONTRACTOR has earned 5 percent or more of the total Contract amount for Contract items, other than Mobilization. The LFUCG will make both payments simultaneously when these requirements are met at the same time.

Demobilization is included in the Bid Proposal as a separate bid item. The LFUCG will pay for Demobilization according to the following schedule:

- 1) 25 percent upon formal acceptance of the project.
- 2) 50 percent when the final estimate is submitted to the ENGINEER.
- 3) 25 percent when the final estimate is paid.

TECHNICAL SPECIFICATIONS

SECTION E - INDEPENDENT MATERIALS TESTING

E.1 SCOPE

The CONTRACTOR shall provide materials testing as outlined within this specification utilizing an independent testing agency. These services supplement, but do not replace, the CONTRACTOR'S responsibility to ensure full compliance with all specifications. The CONTRACTOR shall submit the name of the testing agency to the ENGINEER for approval prior to beginning work.

The CONTRACTOR shall notify the testing agency in advance of scheduled operations requiring inspection or sampling, coordinate all testing and inspections, and provide reasonable accommodation to the testing agency, including site access, sampling assistance, sample delivery to laboratories, and on-site storage and protection of samples and equipment.

The CONTRACTOR shall retest any noncompliant or revised work at no additional costs to the OWNER, regardless of who performed the original test.

The CONTRACTOR shall repair all affected work and restore any damaged finishes after testing or sampling. Protect repaired areas and exposed work during and after quality control activities.

D.2 TESTING

Perform density testing utilizing a nuclear density gauge per Kentucky Method 64-002 on all permanent Asphalt layers that will be exposed to traffic. Perform density testing at the following frequencies:

- Perform one mainline density test every fifty tons.
- Perform one joint density test every one hundred tons.

Submit certified written reports of each inspection, test, or similar service directly to the OWNER. Each report shall include the following:

1. Name of testing agency or laboratory
2. Dates and locations of sampling and testing
3. Names of personnel performing the test or inspection
4. Description of the work and test method used
5. Complete test or inspection data
6. Test results
7. Interpretation of test results
8. Ambient conditions at the time of testing
9. Opinion on compliance with Contract requirements

10. Recommendations for retesting, if applicable.

D.3 MEASUREMENT AND PAYMENT

Independent Materials Testing will be paid at the Contract Lump Sum price as quoted which shall be full compensation for all work required under this section.

TECHNICAL SPECIFICATIONS

SECTION 1 - CONSTRUCTION STAKING

1.1 SCOPE

The CONTRACTOR shall furnish and be responsible for all staking (including initial staking), necessary to control and complete the Work per the Specifications and in accordance with the lines and grades shown on the Plans.

The CONTRACTOR shall establish a survey baseline or, if one has been previously established, the CONTRACTOR may elect to field-verify and adopt the existing baseline. Should, prior to beginning Work on the project, all or part of the baseline be destroyed, it will be the CONTRACTOR'S responsibility to re-establish this baseline from the reference points shown on the plans. It will be the CONTRACTOR'S responsibility to establish all offset projection centerlines shown on the plans. Should, during the course of construction of this project, any construction stakes be destroyed by others, it will be the CONTRACTOR'S responsibility to reset the stakes at no additional cost to the OWNER.

The CONTRACTOR'S staking party shall be under the general supervision of a Licensed Professional Land Surveyor. It shall be definitely understood that supervision of the resetting of construction staking is solely the responsibility of the CONTRACTOR and any errors or inaccuracies resulting from the operations of the construction staking party shall be corrected at no cost to the OWNER.

To the extent that it does not conflict with the content of the Plans and Contract Documents and Specifications, Section 201 of KDOH Standard Specifications, current edition, is incorporated into this technical specification.

1.2 ELECTRONIC SURVEYING

The OWNER may furnish the computer-aided design model (typically in AutoCad format) at the CONTRACTOR'S request. However, the OWNER and the originator(s) of the model make no warranty, express or implied, nor assume any legal liability or responsibility for the accuracy, correctness, completeness of any information provided in model, or how the CONTRACTOR utilizes the information contained therein. Regardless of construction survey means and methods, the CONTRACTOR shall perform work in accordance with the lines and grades shown on the plans and within construction and surface tolerances as specified in KDOH Standard Specifications, and within the degrees of accuracy specified elsewhere in these Technical Specifications.

1.3 MEASUREMENT AND PAYMENT

Staking shall be paid for at the Contact Lump Sum Price as quoted which shall be full compensation for all work required under this section.

TECHNICAL SPECIFICATIONS

SECTION 2 - CLEARING AND GRUBBING

2.1 SCOPE

This Work consists of the clearing and grubbing of any trees, stumps, brush, bushes, cement concrete and/or stone masonry, steps, walls, pavements, and structures within the construction limits not otherwise removed by the excavation and grading operations or included in the summary items. Also, included is the proper removal and disposal of such materials in a manner acceptable to the ENGINEER and in a manner not detrimental to the inhabitants of the area. The CONTRACTOR will be responsible for determining and complying with laws and local ordinances regarding disposal and/or burning of such materials. Trees, shrubbery, fences, retaining walls, and other such items not specifically noted on the plans to be removed or saved in place, or not shown on the plans, but suspected of being within the project construction limits shall not be disturbed until so directed by the ENGINEER. Clearing and Grubbing shall not commence without approval of the ENGINEER.

Work shall not be performed outside the right-of-way limits and existing vegetation outside the limits shall not be disturbed unless authorized by the ENGINEER.

Reset street and traffic signs disturbed by the work at locations selected by the ENGINEER. Maintain signs until final acceptance by the OWNER.

Vegetated areas on which excavation or fill operations are to be performed shall be stripped of all vegetation, topsoil, and other organic material as directed by the ENGINEER.

Use stripped topsoil material in the general area it came from, as directed by the OWNER. Stockpile topsoil-type material.

Where existing shrubs, fences, planter boxes, etc. are to be removed from the public right-of way for new construction under this Contract, and the property owner at this site wishes to replace or re-use same on their private property, the CONTRACTOR shall carefully remove and store on this property owner's property for their use after construction is completed.

To the extent that it does not conflict with the content of the Plans and Contract Documents and Specifications, Section 202 of KDOH Standard Specifications, current edition, is incorporated into this Technical Specification.

Separate sections of these technical specifications make provisions for excavation and for designated removal of trees; pipe; drainage structures; fence; and brick wall. Where appropriate, separate items for these features will be included in the contract.

2.2 MEASUREMENT AND PAYMENT

Clearing and Grubbing shall be paid for at the Contact Lump Sum Price as quoted which shall be full compensation for all work required under this section.

TECHNICAL SPECIFICATIONS

SECTION 3 - EXCAVATION AND PLACEMENT

3.1 SCOPE

This Work consists of the removal and proper utilization or disposal of all excavated materials, forming embankments, and the shaping and finishing of earthwork to the required lines and grades as shown on the Plans.

To the extent that they do not conflict with the content of the Plans, Contract Documents and Specifications, Sections 109, 203, 204, 205, 206, 207, and 211 of KDOH Standard Specifications, current edition, are incorporated into this Technical Specification.

3.2 MATERIALS

All material removal shall be unclassified. This includes removal of all pavements, curbs, gutters, pipes, concrete and asphalt driveway entrances, and concrete sidewalks. Understand that any reference to earth, concrete, or any other material on the plans or cross-sections, whether in numbers, words, letters, or lines, is solely for the OWNER'S information and is not an indication of classified excavation or the quantity of any material involved. Draw your own conclusions regarding the conditions to be encountered. The OWNER does not guarantee the accuracy of the data, and no claim will be considered for additional payment if the materials do not match the classification shown.

Excavation and Placement includes a variety of material that can be effectively excavated with various bucket, blade, and ripper equipment ranging from light for some materials to heavy for other materials.

For embankments, only acceptable materials from sources approved by the ENGINEER shall be used. No frozen material, or perishable materials of any kind will be allowed in the embankment. No stone or masonry fragment greater than 4 inches in any dimension will be allowed in the top 12 inches beneath the finished elevation.

3.3 CONSTRUCTION

3.3.1 General: Excavation and grading shall be done in a neat and workmanlike manner to form smooth and uniform subgrades and surfaces for all subsequent operations. Once the surfaces have been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with the current edition of the Kentucky Department of Highways Standard Specifications, they shall be maintained in such condition until covered by subsequent construction operations.

Material removed shall include excavation to the designated depths, transporting of removed materials from points of removal to points of final use, disposal of surplus

materials, and the shaping and finishing of all areas to the required lines and grades as shown on the Drawings.

Surplus material will become the responsibility of the CONTRACTOR to dispose of off the project limits at a site acquired by the CONTRACTOR at no expense to the OWNER and approved by the ENGINEER. CONTRACTOR is to obtain grading permit, if applicable for disposal site.

Material removal carried below the indicated depths, except when directed by the ENGINEER, shall be replaced with material satisfactory to the ENGINEER. Additional payment will not be necessitated thereby. All areas of fill shall be constructed to the lines and grades indicated on the Drawings, unless otherwise directed by the ENGINEER.

3.3.2 Preparation of Subgrade: Preparation of subgrade for pavements, bases, curbs, gutters, sidewalks, and retaining walls shall conform to the required grades and the specified depth below the designated surface of the particular item for which it is intended. All soft and spongy places in the subgrade shall be excavated and backfilled with No. 2 coarse aggregate (separate pay item as per Section 7) below the base coarse level, then brought to grade with aggregate base. Once the subgrade has been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with the Kentucky Department of Highways Standard Specifications, current edition, it shall be maintained in such condition until covered by subsequent construction operations. Any portion of the subgrade, which cannot be shaped and compacted by the use of machinery, shall be prepared by the use of hand tools.

3.3.3 Embankment: CONTRACTOR shall form embankments with materials from sources indicated on the Plans or from other approved sources in accordance with these Specifications, to conform to the lines, grades, and cross-sections specified. This Work shall be performed in accordance with Kentucky Department of Highways Standard Specifications, current edition, Section 206.

Obtain suitable approved material either through on-site excavation or from offsite, place soil in specified lifts, add moisture as needed and uniformly incorporate it into the soil through disking or other mechanical means, and compact with mechanical compaction equipment that will satisfy the density requirements. Embankment shall be compacted to at least 95 percent density. Soil testing may be required as directed by the ENGINEER.

3.3.4 Utilization of Removed Materials: All suitable material removed shall be used, insofar as it is practicable, in constructing the fill and embankments shown on the Drawings provided that the ENGINEER approves.

3.3.5 Tolerances: No payment will be made for any earthwork performed outside the limits shown on the Drawings or those approved by the ENGINEER. No extra material shall be removed or placed outside of these limits without permission.

3.4 MEASUREMENT AND PAYMENT

Excavation and Placement shall be paid for at the Contact Lump Sum Price as quoted which shall be full compensation for all work required under this section and include all labor, equipment, and incidentals necessary to complete the Work, in place, ready for use. Excavation and Placement shall include excavation to the designated depths, transporting removed materials from points of removal to points of final use, disposal of surplus or rejected materials, forming and compaction of embankments, and shaping and finishing of all areas to the required lines and grades as shown on the Drawings. Actual quantities may vary from those indicated by the Drawings, no adjustment in price shall be made for variances unless the ENGINEER authorizes changes. Approved changes will be measured using approved lines and grades.

TECHNICAL SPECIFICATIONS

SECTION 4 - REMOVE MISC. ITEMS

4.1 SCOPE

This Work consists of the removal of Pipe, Fence, Brick Walls, and Drainage Structures (dimensions as specified in the Plans). Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 203, current edition. Removal areas will terminate at fully sawed joint faces. All materials shall be disposed of off-site at an approved location and in an acceptable manner.

4.2 MEASUREMENT AND PAYMENT

4.2.1 Remove Pipe: Accepted quantities for Remove Pipe will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per linear foot satisfactorily removed. All labor, materials, excavation, disposal and equipment shall be incidental to the removal of pipe.

4.2.2 Remove Fence: Accepted quantities for Remove Fence (chain link, woven wire fence, wood, iron, etc.) will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per linear foot satisfactorily removed. All labor, materials, excavation, disposal and equipment shall be incidental to the removal of fence.

4.2.3 Remove Drainage Structures: Accepted quantities for Remove Drainage Structures will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per each satisfactorily removed. All labor, materials, excavation, disposal and equipment shall be incidental to the removal drainage structures.

4.2.4 Remove Brick Wall: Accepted quantities for Remove Brick Wall will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per each satisfactorily removed. All labor, materials, excavation, disposal and equipment shall be incidental to the removal of brick wall.

TECHNICAL SPECIFICATIONS

SECTION 5 - REMOVAL OF TREES AND STUMPS

5.1 SCOPE

This Work consists of removing trees marked for removal. Work for this Section shall include all labor, materials, equipment, and incidentals necessary to complete the Work.

Grinding or removal of stumps and roots is required unless substituted for grubbing with approval of the ENGINEER. When grinding is utilized, wood residue will be totally removed and replaced with approved, compacted topsoil. All stumps shall be ground to a depth that severs the roots from the main root mass or to a minimum depth of ten inches from finished or original grade (whichever is deeper). Tree stumps within the subgrade of pavements, sidewalks, or other transportation infrastructure must be fully removed. All holes resulting from the removal of stumps shall be backfilled by the end of the daily work period.

5.2 MEASUREMENT AND PAYMENT

Removal of Trees and Stumps is incidental to Clearing and Grubbing.

TECHNICAL SPECIFICATIONS

SECTION 6 - AGGREGATE BASE

6.1 SCOPE

This Work consists of the construction of Dense Graded Aggregate or Crushed Stone Base in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 109, 207 and 302 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings. The requirements of KDOH Standard Specifications, Section 302, apply with the following changes:

- (1) Control strips will not be required or utilized for compaction control.
- (2) Test sections and target density, as prescribed in paragraph 302.03.04 will not be established.
- (3) Dense Graded Aggregate and Crushed Stone Base for pavements shall be subjected to a proof-roll test so that soft, wet, or pumping areas may be identified and remediated. The ENGINEER will determine the areas that require remediation. The minimum total weight of the loaded dump truck shall be 37 tons. The truck shall be operated at walking speed over the entire subgrade.
- (4) Additional density measurements may be required at locations designated by the ENGINEER or representative. Testing will be provided by the CONTRACTOR.
- (5) The average of dry density measurements in a lift shall be equal to or better than 98% of the maximum dry density. No individual measurement shall be less than 95% of maximum dry density.
- (6) In the event the dry density measurements are not met, laydown operations will be stopped in the substandard area identified by the ENGINEER or representative. The CONTRACTOR will either continue compaction effort or rework the designated section until the requirements for dry density are satisfied.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

6.2 MEASUREMENT AND PAYMENT

Accepted quantities for Dense Graded Aggregate and Crushed Stone Base will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this

Section) and paid per ton satisfactorily placed. Payment shall be based on weight tickets delivered and accepted for the work. All labor, materials (other than the Aggregate Base), delivery, equipment, and excavation shall be incidental to the placement of Aggregate Base.

TECHNICAL SPECIFICATIONS

SECTION 7 - CRUSHED STONE

7.1 SCOPE

This Work consists of furnishing and placing commercially available Crushed Stone aggregate in sizes and locations as determined by the ENGINEER and shall include all labor, materials, equipment, excavation, compaction, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications.

7.2 CONSTRUCTION

No. 2's meeting the requirements of KDOH Section 805 should be used for locations as determined by the ENGINEER and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. No. 2 Stone meeting the requirements of KDOH Section 805 can be used for stabilizing sub-grade and pavement base etc.

Where soft, undesirable soil material is encountered at or below desired sub-grade elevation, undesirable material will be removed and/or bridged to develop a sufficient platform to support compaction of aggregate base. The depth and extent of this work shall be determined based on conditions observed and performance of compaction equipment on the sub-grade. Work shall be directed by the ENGINEER.

Stone will be dumped or pushed into place and walked in until support is developed for heavy equipment. The ultimate test will be the ability to provide an adequate compaction platform for the aggregate base.

No. 57 stone meeting the requirements of KDOH Section 805 should be used for trench backfill (zone 2) consistent with LFUCG Standard Details 200 and 201-1 and base for drainage structures materials shall be as directed by the ENGINEER.

No. 9 stone meeting the requirements of KDOH Section 805 should be used for pipe bedding (zone 1) and trench backfill (zone 2) consistent with LFUCG Standard Details 200 and 201-1 and subgrade stabilization under retaining walls. Placement of these materials shall be as directed by the ENGINEER.

7.3 MEASUREMENT AND PAYMENT

Accepted quantities for Crushed Stone of the size specified will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton unless the stone is incidental to other Bid Items as described elsewhere in these Specifications. No direct measurement shall be made. Payment shall be based on weight tickets for stone delivered and accepted for the work. All labor, materials, equipment, proof

testing, excavation and disposal of excavated material shall be incidental to the placement of Crushed Stone.

TECHNICAL SPECIFICATIONS

SECTION 8 - CONCRETE SIDEWALK (4½") AND MULTI-USE PATH (6")

8.1 SCOPE

This Work consists of the construction of sidewalks and multi-use paths on a thoroughly compacted subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 206, 207, 505, 601, 801, 802, 803, 804, 805, and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Sidewalk and multi-use path within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment. The entire entrance from inside curb edge through the transition to original driveway shall be completed in continuous pour unless approved otherwise by the ENGINEER.

8.2 CONSTRUCTION

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced as directed by the ENGINEER. The CONTRACTOR shall place a four (4) inch-thick subbase of Crushed Stone Base on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Expansion joints shall be placed at a maximum of 32-foot intervals for hand placed concrete and a maximum of 200-foot intervals for slip formed concrete. Expansion joint material shall be an asphaltic product, meeting KYTC 807.04.03, and one-half (½) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete. Expansion joint material that is inserted after placement of concrete and deforms, either resulting in a wavy border or expansion/contraction from one-half (½) inch thickness, shall be basis for rejection of the adjacent concrete sections, unless accepted by the ENGINEER on a case-by-case basis.

Concrete shall be struck off by use of a screed, and they shall be floated and broomed. Surfaces, edges, and expansion/control joints shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools and practices. Control joints shall be a minimum ¼ depth of the thickness of the sidewalk or multi-use path, at intervals equal to the width of the sidewalk or multi-use path, or as indicated on the Plans. Sidewalks or Multi-Use Paths greater than 7 ft. in width shall have a longitudinal control joint in the center. Control joints shall be tooled, and not saw-cut, unless specifically called for on the plans.

Sidewalk and multi-use path edges shall be straight or on a smooth radius as shown on the plans. Straight sections with a bow of greater than one-half (½) inch over a 4-foot span shall be a basis

for rejection. Concrete shall not be placed during a precipitation event or within four (4) hours prior to a forecasted event. Uncontrolled cracks in the finished concrete shall be a basis for rejection.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used. Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

8.3 MEASUREMENT AND PAYMENT

Accepted quantities for Concrete Sidewalk (4-½ inch) and Multi-Use Path (6 inch) shall be paid for at their respective Contract Unit Prices as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Concrete Sidewalk (4-½ inch) and Multi-Use Path (6 inch).

Accepted quantities for Crushed Stone Base will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone Base satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone Base.

TECHNICAL SPECIFICATIONS

SECTION 9 - CONCRETE ENTRANCE PAVEMENT

9.1 SCOPE

This Work consists of constructing Concrete Entrances at the locations shown on the Plans, according to Lexington-Fayette Urban County Government Standard Drawings numbers 307, and 307-1 current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805, and 823 of the KDOH Standard Specifications, current edition.

Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment. The entire entrance from inside curb edge through the transition to original driveway shall be completed in continuous pour unless approved otherwise by the ENGINEER.

9.2 CONSTRUCTION

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced as directed by the ENGINEER. The CONTRACTOR shall place a four (4) inch-thick subbase of Crushed Stone Base on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Expansion joints shall be placed at locations as shown on LFUCG Standard Drawing 307-1 or 307-2, as applicable, unless otherwise directed by the ENGINEER. Expansion joint material shall be an asphaltic product, meeting KYTC 807.04.03 and one-half ($\frac{1}{2}$) inch thick. Expansion joints shall extend entirely and continuously through the concrete and all excess expansion joint material shall be trimmed to conform to the surface of the concrete. Expansion joint material that is inserted after placement of concrete and deforms, either resulting in a wavy border or expands beyond one-half ($\frac{1}{2}$) inch thickness, shall be a basis for rejection of the adjacent concrete sections, unless accepted by the ENGINEER on a case-by-case basis.

Concrete shall be struck off by use of a screed, floated and broomed. Surfaces, edges and expansion/control joints shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Control joints in sidewalks shall be a minimum one-quarter ($\frac{1}{4}$) depth of the thickness of the sidewalk, at intervals equal to the width of the sidewalk, placed as specified in applicable standard drawing(s) or as indicated on the Plans. Control joints shall be tooled and not sawcut unless specifically called for on the plans.

Entrance pavement edges shall be straight or on a smooth radius as shown on the plans. Straight sections with a bow of greater than one-half ($\frac{1}{2}$) inch over a 4-foot span shall be a basis for

rejection. Concrete shall not be placed during a precipitation event or within four (4) hours prior to a forecasted event. Uncontrolled cracks in the finished concrete shall be a basis for rejection.

Curb placed within the entrance shall be of uniform width to the adjacent curbs. Variation in curb width shall be a basis for rejection unless accepted by the ENGINEER.

When it is necessary to replace existing concrete entrance pavement, the entrance shall be removed as indicated on the Plans to the nearest expansion or control joint beyond the matching point indicated on the Plans, or as directed by the ENGINEER. The existing concrete shall be sawed by an approved concrete saw. In the absence of an expansion or control joint, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

9.3 MEASUREMENT AND PAYMENT

Accepted quantities for 6 inch Concrete Entrance Pavement shall be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of Concrete Entrance Pavement satisfactorily placed. Measurement for entrance pavement will extend to back edge of curb. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Concrete Entrances.

Accepted quantities for Crushed Stone Base will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone Base satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials, equipment, and excavation shall be incidental to the placement of Crushed Stone Base.

TECHNICAL SPECIFICATIONS

SECTION 10 - SIDEWALK RAMPS

10.1 SCOPE

This Work consists of the construction of Sidewalk Ramps on a thoroughly compacted subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings numbers 304, current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805, and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

10.2 CONSTRUCTION

Prior to forming sidewalk ramps, meet with the ENGINEER to determine the specific design to be utilized.

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced as directed by the ENGINEER. The CONTRACTOR shall place a four (4) inch thick subbase of Crushed Stone Base produce a uniform flat surface.

Expansion joints shall be placed at a maximum of 32-foot intervals for hand placed concrete and a maximum of 200-foot intervals for slip formed concrete. Expansion joint material shall be an asphaltic product, meeting KYTC 807.04.03, and one-half ($\frac{1}{2}$) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete. Expansion joint material that is inserted after placement of concrete and deforms, either resulting in a wavy border or expansion beyond one-half ($\frac{1}{2}$) inch thickness, shall be basis for rejection of the adjacent concrete sections, unless accepted by the ENGINEER on a case-by-case basis.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete shall be struck off by use of a screed, floated and broomed. Surfaces, edges and expansion/control joints shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Control joints in sidewalks shall be a minimum $\frac{1}{4}$ depth of the thickness of the sidewalk, at intervals equal to the width of the sidewalk. Control joints shall be tooled, and not saw-cut, unless specifically called for on the plans.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged

edges of concrete caused by removal devices such as hand tools and air hammers or caused by breaks.

Edges shall be straight or on a smooth radius as shown on the plans. Straight sections with a bow of greater than one-half (1/2) inch over a 4-foot span shall be a basis for rejection. Concrete shall not be placed during a precipitation event or within four (4) hours prior to a forecasted event. Uncontrolled cracks in the finished concrete shall be a basis for rejection.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used. Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

OWNER will provide the detectable warning tile for fresh concrete placement and the CONTRACTOR will be responsible for installation. Detectable warning tiles shall be cast in place per Section 32 of these Specifications.

10.3 MEASUREMENT AND PAYMENT

Accepted quantities for Sidewalk Ramps will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Sidewalk Ramps. Incidental labor shall include placement of the tactile warning tile furnished by OWNER. All work required to remediate inadequate workmanship or failure to meet specifications shall be at the CONTRACTOR'S expense.

Accepted quantities for Crushed Stone Base will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone Base satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials, equipment, and excavation shall be incidental to the placement of Crushed Stone Base.

TECHNICAL SPECIFICATIONS

SECTION 11 - HEADER CURB AND CURB AND GUTTER

11.1 SCOPE

This Work consists of the construction of Header Curb and/or Curb and Gutter on a thoroughly prepared subgrade in accordance with the Plans, Contract Documents and Specifications, and KYTC Standard Drawing RMP-100-11, current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805 and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings.

11.2 CONSTRUCTION

All Header Curb and Curb and Gutter shall be constructed on road base or aggregate base coarse, as per plans. Soft or unsuitable subgrade shall be excavated and remediated at the discretion of the ENGINEER.

Header Curb and Curb and Gutter shall be placed by use of side forms or approved slip form method. GPS guided slip form curb machines shall be subject to an initial field test prior to approval for use.

Control joints shall be three (3) inch minimum in depth, at twenty (20) foot intervals, or as indicated on the Plans. Control joints shall be tooled, and not saw-cut, unless specifically called for on the plans.

Expansion joints shall be placed at a maximum of 30-foot intervals for hand placed concrete, a maximum of 200-foot intervals for slip formed concrete, at all breaks in alignment, at contact with new or existing concrete, at all drainage inlets, and at the beginning and ending points of all curves. Expansion joint material shall be an asphaltic product, meeting KYTC 807.04.03, and one-half (½) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete. Expansion joint material that is inserted after placement of concrete and deforms, either resulting in a wavy border or expansion/contraction from one-half (½) inch thickness, shall be basis for rejection of the adjacent concrete sections, unless accepted by the ENGINEER.

Surfaces, edges and expansion/control joints shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Curb surfaces and edges shall be straight or on a smooth radius as shown on the plans. Straight sections with a bow of greater than one-half (½) inch over a 4-foot span shall be a basis for rejection. Curb shall be installed in uniform dimensions consistent with plans and specifications. Variation in any curb dimension that is less than or greater than one-quarter (¼) inch as designed shall be a basis for rejection. Concrete shall not be placed

during a precipitation event or within four (4) hours prior to a forecasted event. Uncontrolled cracks in the finished concrete shall be a basis for rejection.

When it is necessary to replace portions of existing concrete header curb and gutter, such existing features will be removed to the nearest expansion or control joint beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of an expansion or control joint, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers or caused by breaks.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used. Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

11.3 MEASUREMENT AND PAYMENT

Accepted quantities for Header Curb and/or Curb and Gutter will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot, satisfactorily placed. Header Curb and/or Curb and Gutter will be paid at the Unit Price across all entrances. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of concrete Header Curb and/or Curb and Gutter. All work required to remediate inadequate workmanship or failure to meet specifications shall be at the CONTRACTOR'S expense.

TECHNICAL SPECIFICATIONS

SECTION 12 - ASPHALT PAVEMENT MILLING AND TEXTURING

12.1 SCOPE

Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 408, current edition and shall include all labor, materials, equipment, incidentals necessary to complete Work, including disposal of all resultant cuttings.

12.2 MEASUREMENT AND PAYMENT

Accepted quantities for Asphalt Pavement Milling and Texturing will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Asphalt Pavement Milling and Texturing satisfactorily completed. All labor, materials, and equipment, hauling and disposal shall be incidental to the Milling and Texturing of Asphalt Pavement.

Unless otherwise agreed upon, tonnage shall be based on the measured volume [(SY) of the milled surface times the depth (in)] times 110 lbs/S.Y./in of depth. (Density is per Exhibit 1000-02 of the *Kentucky Highway Design Manual*, Jan 2006)

TECHNICAL SPECIFICATIONS

SECTION 13 - ASPHALT BASE

13.1 SCOPE

This Work consists of the construction of an asphalt base in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to the Kentucky Department of Highways Standard Specifications Sections 401, 402 and 403 of the current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

13.2 CONSTRUCTION

Construct asphalt base in accordance with KDOH Standard Specification 403.03. An asphalt prime coat shall be applied to the aggregate base coarse where any new asphalt pavement material will be placed.

13.3 MEASUREMENT AND PAYMENT

Accepted quantities of Asphalt Base will be paid for at the Contract Unit Price as quoted per ton satisfactorily placed and shall be full compensation for all Work required under this section. No direct measurement shall be made. Payment shall be based on weight tickets for asphalt base delivered and accepted for work. All labor, materials, equipment, and compaction shall be incidental to the placement of Asphalt Base. No payment for asphalt base shall be made without weight tickets, furnished at the time of delivery and verified by the project inspector.

TECHNICAL SPECIFICATIONS

SECTION 14 - ASPHALT SURFACE

14.1 SCOPE

This Work consists of the construction of an asphalt surface in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 207, 601, 602, 801, 802, 803, 804, 805, 806, 807, 811, 812, 813, 823, 828, and 844 of the KDOH Standard Specifications, current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

14.2 CONSTRUCTION

Construct asphalt surface in accordance with KDOH Standard Specification 403.03. All areas to be paved shall be cleaned before paving operations commence. Any small areas to be repaired and paved shall be sawcut a minimum of two (2") inches deep (unless otherwise specified by the ENGINEER) and to a width as specified by the ENGINEER before placement of the new adjacent asphalt pavement.

An asphalt tack coat shall be applied to all old or trafficked pavement, sawcut edges, any concrete base course, and to other asphalt or concrete pavements or surfaces, horizontal or vertical, where any new asphalt pavement material will be placed. A joint sealant, Flexmaster Pourable Crack Sealant 1109 or approved equal, will be used at all joints between any new pavement and any existing pavements.

The minimum depth of the new asphalt surface course for street paving shall be one and one-half (1½") inches.

14.3 MEASUREMENT AND PAYMENT

Accepted quantities Asphalt Surface will be paid for at the Contract Unit Price per ton satisfactorily placed, as quoted per performance grade, and shall be full compensation for all Work required under this section. No direct measurement shall be made. Payment will be based on weight tickets for Asphalt Surface delivered and accepted for the Work. Any water used to ensure that the pavement surface is draining is incidental to Asphalt Surface. All labor, materials, equipment, excavation, joint sealant, tack coat, placement and compaction of the asphalt mix, incidentals and any other items necessary to complete the Work of this Section shall be incidental to the placement of the Asphalt Surface.

No payment for asphalt surface shall be made without weight tickets, furnished at the time of delivery and verified by the project inspector.

TECHNICAL SPECIFICATIONS

SECTION 15 - ASPHALT TACK AND PRIME COAT

15.1 SCOPE

This Work shall consist of the use of asphalt material for tack and prime coats in accordance with the Plans, Contract Documents and Specifications. Work in this section related to asphalt materials for tack and prime coats shall also conform to the Kentucky Department of Highways (KDOH) Standard Specifications, Section 406, of the current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

15.2 MATERIALS

Asphalt tack and prime coat shall conform to KDOH Standard Specifications, Section 406.02, current edition.

15.3 CONSTRUCTION

Prepare the existing surface and apply tack or prime coats in accordance with KDOH Standard Specification 406.03.

15.4 MEASUREMENT AND PAYMENT

No separate payment shall be made for Asphalt Material for Tack or Prime Coat, which shall be incidental to the pay item for which it is required.

TECHNICAL SPECIFICATIONS

SECTION 16 - LEVELING AND WEDGING

16.1 SCOPE

This Work consists of the construction of Leveling and Wedging in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to the KDOH Standard Specifications, current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

All areas where Leveling and Wedging is to be placed shall be cleaned before paving operations commence.

An asphalt tack coat shall be applied to all old or trafficked pavement, sawcut edges, any concrete base course, and to other asphalt or concrete pavements or surfaces, horizontal or vertical, where any new asphalt pavement material will be placed.

16.2 MEASUREMENT AND PAYMENT

Accepted quantities of Leveling and Wedging will be paid for at the Contract Unit Price per Ton as quoted and shall be full compensation for all Work required under this section. No direct measurement shall be made. Payment will be based on weight tickets for Leveling and Wedging delivered and accepted for the Work. Any water used to ensure that the pavement surface is draining is incidental to Asphalt Concrete Surface. All labor, materials, equipment, excavation, joint sealant, compaction, and any other items necessary to complete the Work of this Section shall be incidental to the placement of the Leveling and Wedging.

TECHNICAL SPECIFICATIONS

SECTION 17 - BASE FAILURE REPAIR

17.1 SCOPE

This Work consists of removing and replacing asphalt pavement in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to the KDOH Standard Specifications, current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

17.2 CONSTRUCTION

Base Failure Repairs shall be performed at locations selected by and as directed by the ENGINEER.

All areas where Base Failure Repairs are to be placed shall have the edges sawcut and the existing pavement structure removed. The subgrade shall be thoroughly compacted prior to placement of the new pavement. An asphalt tack coat shall be applied between pavement lifts and at sawcut edges. A joint sealant, Flexmaster Pourable Crack Sealant 1109 or approved equal will be used at all joints between any new pavement and any existing pavements.

17.3 MEASUREMENT AND PAYMENT

Accepted quantities of Base Failure Repair will be paid for at the Contract Unit Price per square yard as quoted and shall be full compensation for all Work required under this section.

All labor, materials, and equipment necessary to complete the Work except for the final 1.5" milling and surface course will be considered incidental. This includes crushed stone base, crushed aggregate #2, removal of pavement, roadway excavation, geotextile fabric, and asphalt base.

TECHNICAL SPECIFICATIONS

SECTION 18 - CURB AND DROP BOX INLET

18.1 SCOPE

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals to construct Curb and Drop Box Inlets as specified on the plans and shall conform to Kentucky Department of Highway Standard Specifications, Section 601, 602 and 710.

18.2 MEASUREMENT AND PAYMENT

Accepted quantities for precast Curb Box and/or Drop Box Inlets will be paid for at the Contract Unit Price as quoted for each type (which shall be full compensation for all Work under this Section) and paid per specified Curb Box and/or Drop Box Inlet satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Curb Box and/or Drop Box Inlets.

TECHNICAL SPECIFICATIONS

SECTION 19 - MANHOLE CONSTRUCTION

19.1 SCOPE

Work for this Section shall consist of construction of stormwater and sanitary sewer manholes at the Contract Unit Price as quoted.

Manholes shall be constructed of precast concrete manhole sections. Manholes shall be constructed to conform to Lexington-Fayette Urban County Government Standard Drawings 100-105 (storm) and 210-217, 220 and 222 (sanitary), unless otherwise noted or directed by the ENGINEER. Bases for manholes shall be poured in place using Class "A" concrete and shall have a minimum thickness of eight inches (8"). If no special instructions are given on the plans and precast manholes are used, the 6" overhang in the base section shown on the drawings shall not be required.

19.2 MATERIALS

19.2.1 Precast Concrete Rings: Precast concrete rings for manholes shall conform to ASTM Standard Specifications C-76, Class II, Wall B, with a minimum concrete strength of 4,000 psi, except that rings for manholes over twelve (12) feet deep shall be Class III. Rings shall be of the tongue and groove type. New or replacement manholes shall be sized such that a 6" ring is installed to permit future height adjustment in either direction. Brick leveling courses shall not be used under any circumstances.

19.2.2 Precast Concrete Cones: Precast concrete cones shall be of the size and shape shown on the plans and shall conform to the ASTM Standard Specification C-76 for the reinforced concrete sewer pipe, Class II and as specified above for Precast Concrete Rings.

19.2.3. Sealant for Concrete Rings: Conseal or its equal shall be used as sealant. Cementitious mortar shall not be used.

19.2.4 Manhole Steps: Manhole steps shall be asphalt-coated cast iron or polypropylene plastic-coated steel rod or of a type and size approved by the ENGINEER.

19.2.5 Manhole Frames and Covers: The Standard Manhole casting shall consist of 7" cast iron frames and 22-3/4 inch diameter covers weighing not less than 320 pounds for frame and cover, dimensioned as shown on the plans unless otherwise noted. When used the manhole adjustable frames shall be set at their lowest adjusted level. CONTRACTOR shall not use adjusters to match grade. Manhole covers must set neatly in the rings with contact edges machined for even bearings and tops set neatly in the rings with contact edges machined for even bearings and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness and be marked in large letters, "SANITARY" or "STORM SEWER, LEXINGTON, KENTUCKY". The lids shall have two pick holes

about 1-1/2 inches wide and 1/2-inch deep with 3/8-inch undercut all around. They shall be equivalent to those manufactured for the Lexington-Fayette Urban County Government by J.R. Hoe and Sons, Middlesboro, Kentucky, and shall be of cast iron conforming to ASTM A-48, Class 35, Gray Iron Castings. The contact surfaces of covers and corresponding rings in the rims shall be machined to provide full perimeter contact.

19.2.6 Manhole Waterproofing Admixture (Sanitary Manholes Only): All Sanitary Sewer manhole mix designs shall include a non-soluble crystalline waterproofing admixture added to the concrete mix at the time of batching. The additive shall cause the concrete to become sealed against the penetration of liquids from any direction, and shall protect the concrete from deterioration due to harsh environmental conditions. The admixture shall include a pigment to clearly identify concrete treated with the admix. Dosage shall be per the manufacturer. Acceptable products are Xypex C-1000 Red, manufactured by Xypex Chemical Corporation; KIM K-301, manufactured by Kryton International Inc; and Crystal-X Admix-, manufactured by ConShield Technologies.

19.2.7 Manhole Microbial Induced Corrosion (MIC) Inhibitor Additive (Sanitary Manholes Only): All Sanitary Sewer manholes receiving a force main discharge and those within 2,000 feet downstream of that manhole, shall have a liquid additive added to the concrete mix at the time of batching. The additive shall prevent microbiologically induced corrosion (MIC). Dosage shall be per the manufacturer. Acceptable products are ConShield, manufactured by ConShield Technologies, or approved equal.

19.3 CONSTRUCTION

19.3.1 Width and Depth of Excavation of Structure:

19.3.1.1 Earth Excavation: In excavating for concrete structures, the required width shall be such as to permit forms to be constructed in the proper manner and to permit proper backfilling on completion of the structures. Depth of excavation for base shall be as shown on the Standard Drawings and/or as directed by the ENGINEER to obtain sufficient bearing.

19.3.1.2 Rock Excavation: Rock excavation for structures will be measured between the vertical planes passing eighteen (18) inches beyond the outside of the base and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual bottom on the rock ledge.

19.3.2 Laying Concrete Rings: Mortar joints shall not be more than 3/8 inch thick horizontally and not less than 3/8 inch wide vertically at the inside face of the manhole.

Precast concrete manhole rings shall be set level and plumb. Joints between sections shall not be less than 3/8 inch thick and the entire joint space between sections shall be completely filled with mastic designed for this purpose or other material approved by ENGINEER.

In sewer manholes, masonry shall be carefully and neatly constructed around the inlet and outlet pipes so that there will be no leakage around the outer surface.

The ENGINEER shall approve materials and techniques used to insure water and/or vacuum tightness.

19.3.3 Manhole Inverts: Manhole inverts shall be formed from Class "A" concrete as shown on the plans. Curved inverts shall be constructed of concrete and shall form a smooth, even, half-pipe section. The inverts shall be constructed when the manhole is being built using prefabricated forms. Changes in direction of flow through the invert shall be made to a true curve with as large a radius as the size of manhole or inlet will permit. Invert slabs which are situated at depths in excess of 12 feet shall be reinforced per Lexington-Fayette Urban County Government Standard Drawings.

19.3.4 Bases: The excavation shall be kept free of water while the manhole is being constructed. After the foundation has been prepared and has been approved by the ENGINEER, the bottom shall be constructed to the required line and grade. After the bottom has been allowed to set for a period of not less than twenty four (24) hours, the manhole and inlet shall be constructed thereon.

19.3.5 Casting: The cast iron steps shall be included in the wall of the manhole at the proper locations and elevations as the work progresses and shall be securely embedded (per Lexington-Fayette Urban County Government Standard Drawings). The cast iron frame for the manhole cover shall be set at the required elevation and properly anchored. Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted to conform to the exact slope, crown and grade of the existing adjacent pavement. Frames shall be in full cement mortar beds or other approved material.

19.3.6 Backfilling: Masonry Work shall be allowed to set for a period of not less than twenty four (24) hours. Outside voids shall be backfilled and compacted in the same manner as provided for backfilling of pipeline trenches. All loose or waste material shall be removed from the interior of the manhole or inlet. The manhole cover or inlet grating then shall be placed and the surface in the vicinity of the Work cleaned off and left in a neat and orderly condition. No back-filling shall be performed until the manhole has been inspected and approved for backfilling by the ENGINEER.

19.3.7 Vacuum Testing for Sanitary Sewer Manholes: All sanitary sewer manholes must pass the application of a vacuum test (ASTM C1244) by the Division of Sanitary Sewers prior to acceptance by the Lexington-Fayette Urban County Government.

19.3.8 Adjusting Existing Sanitary Sewer Manholes to Grade: All existing sanitary sewer manhole lids that are more than one-quarter inch over or under the finished grade after work is complete shall be adjusted. This includes manholes currently not visible due to pavement overlays.

19.4 MEASUREMENT AND PAYMENT

Accepted quantities for Sanitary and Storm Sewer Manholes will be paid at the Contract Unit Price as quoted for their respective sizes (which shall be full compensation for all Work required under this Section) and paid per each specified Sanitary or Storm Sewer Manhole satisfactorily placed. All labor, excavation, materials, and equipment shall be incidental to the construction of manholes.

TECHNICAL SPECIFICATIONS

SECTION 20 - ADJUST MANHOLE FRAMES AND COVERS TO GRADE

20.1 SCOPE

Work for this Section consists of adjusting manhole frames and covers to grade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to the KDOH Standard Specifications, current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

20.2 CONSTRUCTION

Except where shown on the Drawings, the top of the precast concrete eccentric cone of a standard manhole or the top of the flat slab of a shallow manhole shall terminate 4 inches below existing grade in an unpaved non-traffic area except in a residential yard and 13 inches below existing grade in a paved or unpaved traffic area and in a residential yard. The remainder of the manhole shall be adjusted to the required grade as described hereinafter in paragraphs B and C of this article.

When a manhole is located in an unpaved non-traffic area other than in a residential yard, the frame and cover shall be adjusted to an elevation 3 inches to 5 inches above the existing grade at the center of the cover. If field changes have resulted in the installed manhole invert elevation to be lower than the invert elevation shown on the Drawings, the adjustment to an elevation of 3 inches to 5 inches above existing grade shall be accomplished by the use of precast concrete adjusting rings. If field changes have resulted in the completed manhole invert to be greater than the invert shown on the Drawings and the cover higher than 5 inches above existing grade, then the top of the eccentric cone, when used, or the top of the barrel section, when used, shall be trimmed down so that the manhole cover, after installation, is no greater than 5 inches above existing grade at the center of the cover. The area around the adjusted frame and cover shall be filled with the required material, sloping it away from the cover at a grade of 1 inch per foot.

When a manhole is located in an asphalt, concrete, or crushed stone traffic area, or in a residential yard, the frame and cover shall be adjusted to the grade of the surrounding area by the use of precast concrete adjusting rings. The adjusted cover shall conform to the elevation and slope of the surrounding area. If field changes have resulted in the installed manhole invert elevation to be so much higher than the invert elevation shown on the Drawings that the top of the eccentric cone, when used, or the top of the flat slab, when used, is less than the thickness of the frame and cover 7 inches from the grade of the surrounding area, then the top of the cone or barrel section shall be trimmed down enough to permit the cover, after installation, to conform to the elevation and slope of the surrounding area. After installation, the inside and outside surfaces shall receive a waterproofing bitumastic coating.

The CONTRACTOR shall coordinate elevations of manhole covers in paved streets with OWNER. If resurfacing of the street in which sewers are laid is expected within twelve (12) months, covers shall be set 1-1/2 inches above the existing pavement surface in anticipation of the resurfacing operations.

20.3 MEASUREMENT AND PAYMENT

Accepted quantities for Adjusting Manhole Frames & Cover to Grade will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per each frame and cover satisfactorily adjusted to grade. All labor, materials, equipment, excavation, backfilling, and testing shall be incidental to Adjusting Manhole Frames & Covers to Grade.

TECHNICAL SPECIFICATIONS

SECTION 21 - STORM SEWER PIPE

21.1 SCOPE (RCP STORM SEWER PIPE)

Work under this Section shall include all labor, excavation, materials, equipment, bedding, backfilling and legal disposal of unneeded and unsatisfactory material at site obtained by CONTRACTOR in accordance with Lexington-Fayette Urban County Government Standard Drawings 200, 201-1, and 201-2 and the LFUCG Stormwater Manual, and all incidentals necessary to construct Reinforced Concrete Pipe (RCP) Storm Sewer to the sizes indicated as shown on the plans. Where the Standard Drawing requires a concrete cap, it shall be constructed according to KDOH Section 501 for consolidated, unfinished concrete.

All pipe delivered to the site shall be certified by the supplier to meet the material specification as noted in these specifications.

All pipe installation work shall be performed in accordance with the manufacturer's recommendations.

21.2 CONSTRUCTION (RCP STORM SEWER PIPE)

21.2.1 Installation: Pipe is to be installed at the required line and grade as indicated on the plans. Once the trench is excavated on line, the pipe bedding should be placed to proper thickness. The top of the bedding should be adjusted to allow for the difference between the plan invert and pipe profile.

21.2.2 Dewatering: Excessive groundwater hinders proper placement and compaction of bedding and backfill. Therefore, it is imperative that a dewatered trench be provided. It may be necessary to provide sumps pumps, underdrains or a diversion ditch to insure a trench free of standing water.

21.2.3 Joints and Joint Assembly: All joints shall be soil tight and shall be installed as per manufacturer's specifications. For RCP, gaskets may be natural rubber, isoprene or neoprene conforming to ASTM C1619, and shall be furnished by the manufacturer, suitable for the pipe delivered.

21.2.4 Embedment Material: In accordance with manufacturer's recommendations and LFUCG Standard Drawings embedment materials are those used for bedding, haunching and initial backfill and shall consist of AASHTO M43 #9 coarse aggregate. All embedment materials shall be free of frozen soil or ice when placed. Additionally, embedment materials shall be placed and compacted at maximum bulk density. Embedment materials shall be specified with consideration given to design loads and the classification and suitability of native soils.

21.2.5 Foundation: A stable foundation must be provided to insure proper line and grade is maintained. Unsuitable foundations must be stabilized at the ENGINEER'S judgment. Unsuitable or unstable foundations may be undercut and replaced with a suitable bedding material, placed in 6" lifts.

21.2.6 Bedding: Bedding shall be per LFUCG Standard detail drawings. A stable and uniform bedding shall be provided for the pipe and any protruding features of its joints and/or fittings. The middle of the bedding equal to 1/3 of the pipe diameter OD should be loosely placed, with the remainder compacted to a minimum of 90% standard proctor density.

21.2.7 Haunching: Proper haunching provides a major portion of the pipe's strength and stability. Care must be exercised to insure placement and compaction of the embedment material in the haunches. For larger diameter pipes (>30"), embedment materials should be worked under the haunches by hand. Haunching materials must be placed and compacted in 8 inch maximum lifts, compacted to 90% standard proctor density.

21.2.8 Initial Backfill: Initial backfill materials are required in accordance with LFUCG Standard Drawings.

21.2.9 Final Backfill: The final backfill shall be the same material as the proposed embankment. Generally, the excavated material may be used as final backfill. Placement shall be as specified for the embankment. In lieu of a specification, the final backfill shall be placed in 12 inch maximum lifts and compacted to a minimum 85% standard proctor density to prevent excessive settlement at the surface. Compaction shall be performed at optimum moisture content. Backfill beneath paved area shall be as per LFUCG Standard Drawing 201-1.

21.2.10 Manhole Connections: Consideration should be given to the project performance specified when selecting manhole connections. When connecting to concrete manholes or inlets grouting the pipe to the manhole or inlet using non-shrink grout provides a soil tight installation.

21.2.11 Specifications: All RCP storm sewer pipe shall be Class III or greater, meeting AASHTO M 170, current edition.

21.2.12 Inspection Requirements: All RCP pipe shall undergo inspection during and after installation to ensure proper performance. Installation of bedding and backfill materials, as well as their placement and compaction, shall be determined to meet the requirements of this section. The LFUCG inspector reserves the right to require the CONTACTOR expose work for inspection if not provided sufficient opportunity to inspect the foundation preparation, bedding, haunching or backfilling activities.

All RCP pipe shall be inspected in accordance with Section 22 Internal Inspection of Sewer Pipe: CCTV as directed by the ENGINEER.

The CONTRACTOR is responsible to inspect any delivered RCP prior to installation and to reject any product deemed insufficient, or damaged.

For installed RCP, as a minimum, any of the following significant observances or defects shall be evaluated by the ENGINEER and the OWNER to determine if any repairs, remediation, or removal and replacement are required:

- Any joint gap in excess of the conduit manufacturer's recommendation.
- Any chip-outs along the bell, spigot, tongue, or groove of the RCP.
- Any cracks greater than 0.05-inch.
- Any cracks demonstrating faulting across the crack.
- Exposed reinforcing steel due poor workmanship, raveling, or spalling.
- Rust stains or effervescence.
- Any lateral connections.

21.3 MEASUREMENT AND PAYMENT

Accepted quantities for (RCP) Storm Sewer Pipe will be paid for at the Contract Unit Price as quoted per size. Accepted quantities will be paid per linear foot of satisfactorily placed conduit. Unless otherwise approved by the ENGINEER and OWNER, payment will be paid upon a satisfactory inspection of the conduit as noted in Section 21.5.12 and in Section 22 Internal Inspection of Sewer Pipe CCTV.

Payment includes any removal of existing pavement, sidewalk, and rock, if encountered. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Limits of surface restoration will be those limits as shown on the plans.

All labor, materials, equipment, excavation, backfill, bedding, flowable fill, concrete capping, disposal and backfilling shall be incidental to the placement of RCP Storm Sewer.

TECHNICAL SPECIFICATIONS

SECTION 22 - INTERNAL INSPECTION OF SEWER PIPE: CCTV

22.1 SCOPE

A CLOSED CIRCUIT TELEVISION (CCTV) survey is required for all newly installed sanitary and storm sewer pipe, whether PVC, DIP, RCP, HDPE and/or any designated existing pipe. The television survey shall be performed by an experienced CCTV inspection agency, approved by the LFUCG Division of Engineering.

The CCTV inspections should be performed by the approved inspection agency a minimum of thirty (30) days after any new pipe has been backfilled at or near final cover fill height. Inspections shall be completed and approved prior to placement of asphalt surface or installation of concrete sidewalk, entrances, or multi-use path over pipe.

All conduit designated and/or designed by the ENGINEER shall be internally inspected. The typical dimensions of pipe and other conduits designated to be inspected via CCTV have inside dimensions of 12- to 48-inches. Conduit of other sizes, smaller or larger, may be inspected by CCTV as designated by the ENGINEER. The purpose of the inspection is to verify the structural and hydraulic integrity of the conduit.

22.2 MATERIALS

The CCTV system shall be one specifically designed and manufactured for such inspection. The inspection system shall be:

- Able to perform pan/tilt or pan/rotate operations.
- Able to emit ample lighting for the visual inspection and recording.
- Able to be suitable to allow a clear picture for the entire periphery of the pipe.
- Equipped with a low barrel distortion camera.
- Able to operate in 100 percent humidity and partially submerged conditions.
- Capable of a color image with a minimum standard resolution of 720×480 pixels.
- Capable of measuring cracks with laser emitters to a precision of 0.02-inch ± 0.01-inch, and joint gaps in the range of 0.5-inch and greater.
- Capable of recording, and superimposing on the video, the station or referenced distance along the pipe.

Picture quality and definition shall be to the satisfaction of the ENGINEER and if unsatisfactory, equipment shall be removed from service and no payment made for unsatisfactory inspection.

22.3 CONSTRUCTION

22.3.1 Recommended Method for Internal Inspection: Ensure all conduits to be inspected have been thoroughly cleaned prior to inspection. At no cost to the OWNER,

subsequent cleaning may be required under the direction of the ENGINEER if the conduit is not properly cleaned upon inspection. The camera may inspect the conduit in either direction, upstream or downstream, as long as the direction is noted on the video recording. The maximum travel rate of the inspection equipment is 30 ft./min., stopping when necessary to insure proper documentation of the sewer's condition. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.

If during the inspection operation, the television camera will not pass through the entire manhole section, the CONTRACTOR shall set up his equipment so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire manhole section, the CONTRACTOR shall notify the ENGINEER of the situation.

For larger sized conduit, generally 48-inch diameter and larger, manual inspections may be implemented in lieu of CCTV inspections, if approved by the ENGINEER and the OWNER.

22.3.2 Inspection Logs, CD/DVDS, and Recordings: All logs, CD/DVDS, and recordings shall be labeled with the Inspection Agency Name, Contract number, DVD number (logs must match that number) and with each inspection agency the logs and recordings must start at number 1 and progress upward till the end of this contract.

A log approved by the ENGINEER shall be provided for all conduit inspections listing the watershed, segment ID, segment location, upstream manhole depth, downstream manhole depth, lateral connection distance and position, pipe diameter, pipe material, defects, defect ratings, and other notable comments. Printed and digital records shall be kept by the CONTRACTOR. DVDs and recordings shall be considered property of the OWNER, and the CONTRACTOR shall possess backup copy of all recordings until completion of the Contract. All CCTV work done must be recorded on DVD's using the software Visual Pipes, or other approved software and recording format. The CONTRACTOR shall supply the LFUCG a licensed (if applicable) copy of said software to view these recordings. The digital records must be in a Microsoft Database format (.mdb file extension) or other format approved by the ENGINEER. A key to all observations used shall be included on each log sheet.

Minimal points of significance to be noted are: locations of service connections, joints, roots, cracks, punctures, presence of scale and corrosion, sags, changes in grade/alignment, and other discernable features. As accurately as possible within industry standards, the locations of all the points of significance will be noted by the distance along the conduit as measured from the last manhole/structure as part of the inspected/recorded segment.

22.3.3 Final Acceptance: Acceptance of this section of work will be based upon the delivery and complete review of the logs, DVD and recordings submitted to the LFUCG. If the DVDs and recordings are of such poor quality and/or the sewer line needs additional cleaning, this portion of the work will be deemed incomplete. Additional cleaning and inspections may be required to complete this task at no additional cost to the OWNER. Also, no payment under this section shall be made for portions of lines not televised or portions where manholes cannot be negotiated with the television camera.

22.4 MEASUREMENT AND PAYMENT

Accepted quantities for Internal Inspection of Sewer Pipe: CCTV will be paid for at the Contract Unit Price as quoted per linear foot (which shall be full compensation for all Work required under this Section) and paid per foot satisfactorily inspected. All labor, cleaning, materials, equipment, and excavation shall be incidental to the Internal Inspection of Storm Sewer Pipe – CCTV.

TECHNICAL SPECIFICATIONS

SECTION 23 - HEADWALLS

23.1 SCOPE

Work for this Section shall conform to Kentucky Department of Highways Standard Specification Section 610 and 710, current edition, all applicable Lexington-Fayette Urban County Government and Kentucky Department of Highways Standard Drawings, and shall include all labor, excavation, materials, equipment and necessary incidentals to install headwalls.

23.2 MEASUREMENT AND PAYMENT

Accepted quantities for Straight Headwalls or Pipe Culvert Headwalls will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all Work required under this Section) and paid per specified Headwall satisfactorily placed. All labor, materials, grates (if required), equipment, and excavation shall be incidental to the placement of Headwalls.

TECHNICAL SPECIFICATIONS

SECTION 24 - AGGREGATE CHANNEL LINING FOR SLOPE PROTECTION

24.1 SCOPE

Work under this Section shall conform to Kentucky Department of Highways Standard Drawing RDD-040-05, for aggregate channel lining and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the Work. Geotextile Fabric shall conform to KDOH Standard Specification 843. Coarse Aggregate shall conform to KDOH Standard Specification 805.

24.2 MEASUREMENT AND PAYMENT

Accepted quantities for Aggregate Channel Lining for Slope Protection will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per ton of Aggregate Channel Lining satisfactorily placed. No direct measurement shall be made. Payment will be based on weight tickets of stone delivered and accepted for the work. All labor, excavation, materials, and equipment shall be incidental to the placement of an Aggregate Channel Lining.

Accepted quantities for Geotextile will be paid for at the Contract Unit Price per various types as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of geotextiles satisfactorily placed. All labor, materials, equipment, and grading shall be incidental to the placement of geotextile fabric.

TECHNICAL SPECIFICATIONS

SECTION 25 - SEEDING AND PROTECTION

25.1 SCOPE

Work for seeding and protection shall conform to Kentucky Department of Highways Standard Specifications Section 212, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete the Work.

25.2 CONSTRUCTION

Seed mix shall be Type IV per KDOH Standard Specification 212.03.03, except Ryegrass shall be used in place of White Dutch Clover, unless specified otherwise in the plans or as directed by the ENGINEER. Install seed mix at a rate of 275 pounds per acre. The desires of the property owner and the species currently present should be considered when selecting seed mix.

Incorporate fertilizer (10-10-10) and agricultural lime into a 3" deep bed and apply at 28 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively. Mulching material shall consist of straw or hay in an air-dry condition and shall be substantially free of noxious weed seeds and objectionable foreign matter. Mulching material shall be applied to a loose depth of 1 to 1½ inches. Seed and mulch shall be kept moist for a minimum of two weeks.

25.3 MEASUREMENT AND PAYMENT

Accepted quantities for Seeding and Protection will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Seeding and Protection satisfactorily placed. All labor, fertilizer, lime, straw, water, materials, and equipment shall be incidental to the application of Seeding and Protection.

TECHNICAL SPECIFICATIONS

SECTION 26 - TOPSOIL PLACEMENT

26.1 SCOPE

The Work for this Section shall consist of furnishing (when required) and placing topsoil in locations as determined by the ENGINEER and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. Work for this Section shall conform to Kentucky Department of Highways Standard Specifications Section 212.03.02, 827.10, current edition and the Lexington-Fayette Urban County Government Standard Drawings and shall include labor, excavation, materials, equipment and necessary incidentals.

26.2 CONSTRUCTION

26.2.1 General: Proper equipment and methods of operation shall be employed that prevent the loading of subsoil or other unsuitable material with the topsoil. During hauling operations, keep pavement surfaces clean. Promptly and completely remove any topsoil or other substances dropped on the surfaces before it is compacted by traffic.

Prepare areas designated to receive topsoil. Then place and spread topsoil to a sufficient loose depth so that after natural settlement and rolling, the completed work conforms to the required line, grades, and elevations. Compact the topsoil and prepare the area for seeding according to Specifications.

Do not spread topsoil until grading and shaping of the area to receive the topsoil has been completed and seeding and protection operations are ready to begin. Spread and lightly compact the topsoil to a uniform depth of approximately 6 inches over areas specified on the Plans or as the ENGINEER directs. Do not place topsoil on slopes steeper than 3:1. Compact the topsoil and prepare the area for seeding according to Specifications.

26.2.2 Furnish and Place Topsoil: When the Bid Item is Furnish and Place Topsoil, obtain topsoil conforming to Section 827 from source outside the project area. Avoid injury to existing planted growths, structures, and paved surfaces during topsoil operations.

26.2.3 Spreading Stockpiled Topsoil: When the Bid Item is Spreading Stockpiled Topsoil, obtain the material from existing stockpile or freshly stripped ground; on or near the project, from material owned or obtained by the OWNER.

26.3 MATERIALS

Topsoil is the portion of the soil profile defined technically as the "A" horizon by the Soil Science Society of America. Use loose, friable, topsoil that is free of stones, 1 inch or greater in overall dimensions, admixture of subsoil, refuse, stumps, roots, brush, weeds, and other material that

prevent the formation of a suitable seed bed. Before stripping the topsoil, inspect for existing vegetation. Do not use topsoil from sites having Johnson Grass, Canada Thistle, Quack Grass, Nodding Thistle, or excessive amounts of noxious weeds or their rhizomes.

26.4 MEASUREMENT AND PAYMENT

Accepted quantities for Furnish and Place Topsoil will be paid for at the Contract Unit Price per cubic yard as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment, transportation and earthwork shall be incidental to the placement of Topsoil.

Accepted quantities for Spreading Stockpiled Topsoil will be paid for at the Lump Sum Contract Unit Price as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment, and earthwork shall be incidental to the spreading of Topsoil. No additional payment will be made for earthwork to remove and stockpile the soil prior to spreading.

TECHNICAL SPECIFICATIONS

SECTION 27 - EROSION AND SEDIMENT CONTROL

27.1 SCOPE

This section describes requirements for the planning and implementation of non-structural and structural best management practices (BMPs) to be used for erosion and sediment control during construction activities in Fayette County, Kentucky. Erosion control refers to efforts to maintain soil on a construction site. Sediment control refers to keeping the material that erodes from leaving the site.

The preparation of an erosion and sediment control plan integrating the non-structural and structural practices and procedures is a requirement for all construction projects that disturb one acre or more. The plan shall be submitted to the LFUCG Division of Engineering before beginning construction. Once the erosion and sediment control practices have been constructed, a grading permit can be obtained. For more information on permits, see Chapter 2 of the Stormwater Manual.

Work for this Section shall be in accordance with the LFUCG Standard Drawings and Chapter 11 of the Stormwater Manual and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the work.

27.2 CONSTRUCTION

27.2.1 Check Dam: A check dam is a small temporary dam constructed across a swale or drainage ditch. Check dams shall be installed in newly-constructed, vegetated, open channels, which drain 10 acres or less. Check dams shall be constructed prior to the establishment of vegetation.

Stone check dams shall be constructed of KYTC Class II channel lining.

Regular inspections shall be made to ensure that the measure is in good working order and the center of the dam is lower than the edges. Erosion caused by high flows around the edges of the dam shall be corrected immediately, and the dam shall be extended beyond the repaired area. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed when it reaches one-half of the original height or before. Check dams shall remain in place and operational until the drainage area and channel are completely stabilized or up to 30 days after the permanent site stabilization is achieved.

27.2.2 Sediment Trap: A sediment trap is formed by an excavation of an area in a suitable location to retain sediment and other waterborne debris. Sediment traps shall be used where physical site conditions or other restrictions prevent other erosion control

measures from adequately controlling erosion and sedimentation. Sediment traps may be used down slope from construction operations that expose areas to erosion. Sediment traps shall be removed after the exposed areas are adequately protected against erosion by vegetative or mechanical means. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond

The area to be excavated shall be cleared of all trees, stumps, roots, brush, boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed. Seeding, fertilizing, and mulching of the material taken from the excavation shall comply with the applicable seeding sections of these specifications. Any material excavated from the trap shall be placed in one of the following ways so that it will not be washed back into the pond by rainfall:

- uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the trap
- uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet

Sediment shall be removed from the trap when the capacity is reduced to 50 percent of the design volume. Plans for the sediment trap shall indicate the methods for disposing of sediment removed from the trap.

27.2.3 Sediment Pond: A sediment pond is formed by a barrier or dam constructed across a drainage way or other suitable location to retain sediment and other waterborne debris.

Sediment ponds are appropriate where physical site conditions or other restrictions prevent other erosion control measures from adequately controlling erosion and sedimentation. Sediment ponds may be used down slope from construction operations that expose areas to erosion. Sediment ponds shall be removed after the exposed areas are adequately protected against erosion by vegetative or mechanical means. A sediment pond shall be installed at the outlet of a disturbed area of 5 acres or more. The maximum drainage area for a single pond is 100 acres. The pond shall be designed to reduce peak discharges during construction to pre-development levels for 10-year and 100-year storms.

Design and construction shall comply with all federal, state, and local laws, ordinances, rules, and regulations regarding dams.

Sediment shall be removed from the pond when the capacity is reduced to 50 percent of the design volume. Plans for the sediment pond shall indicate the methods for disposing of sediment removed from the pond.

27.2.4 Silt Fence: Silt fence is a temporary barrier to trap sediment that consists of a filter fabric stretched between supporting posts, with the bottom entrenched in the soil and with a wire support fence. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence must be situated such that the total area draining to the fence is not greater than one-fourth acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.

Silt fences are appropriate where the size of the drainage area is no more than one-fourth acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50 percent (2H:1V). Silt fences can be used at the toe of stockpiles where the slope exceeds 2H:1V, but in that case, the slope length should not exceed 20 feet.

Silt fences can be used in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs).

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following physical property requirements:

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)
- Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt fences shall be replaced every 6 months.

27.2.5 Storm Drain Inlet Protection: A sediment filter installed around a storm drain drop inlet or curb inlet is referred to as storm drain inlet protection. Curb inlet protection is not required if other soil stabilization and sediment control measures are in place to prevent sediment from entering the street. Storm drain inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other sediment control.

The drainage area shall be no greater than 1 acre.

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. Inlet protection devices shall be constructed in such a manner that any resultant ponding of storm water will not cause excessive inconvenience or damage to adjacent areas or structures.

The structure shall be inspected after each rain, and repairs made as needed. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-half the design depth of the filter. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the blocks, cleaned, and replaced. Structures shall be removed after the drainage area has been properly stabilized.

27.2.6 Filter Strips: A filter strip is a strip of vegetation for removing sediment and related pollutants from runoff. Filter strips are also called vegetative filters. Filter strips shall be used on each side of permanent constructed channels. The buffer strips described in the Storm Water Manual satisfy the filter strip requirement for streams and wetlands.

Filter strips shall only be used to remove sediment from overland flow.

Existing grass or grass/legume mixtures used as filter strips shall be dense and well established, with no bare spots. When establishing new seeding, consideration shall be given to wildlife needs and soil conditions on the site. See Storm Water Manual for seeding mixture

When planting filter strips, prepare seedbed, incorporate fertilizer, and apply mulch consistent with the seeding sections of this manual. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the above mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to the land disturbing activity.

Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Sediment shall be removed when it becomes visible in the filter. Construction traffic shall not be permitted to drive upon filter strips.

27.2.7 Stream Crossing: A temporary stream crossing is a temporary structural span installed across a flowing water course for use by construction traffic. Structures may include bridges, round pipes, or pipe arches. The purpose of a temporary stream crossing is to provide a means for construction traffic to cross flowing streams without damaging the channel or banks and to keep sediment generated by construction traffic out of the stream. Stream crossings shall be used in cases where construction traffic, permanent traffic, or utilities must cross existing post development floodplains. If the drainage area exceeds 1 square mile and a structure is necessary, the structure must be designed by a Professional Engineer licensed in Kentucky. If applicable, U.S. Army Corps of Engineers and the Kentucky Division of Water permits, as indicated in the Storm Water Manual, may be required.

Temporary stream crossings are applicable to flowing streams with drainage areas less than one square mile. Structures that must handle flow from larger drainage areas shall be designed as permanent structures by a Professional Engineer.

When using a culvert crossing, the top of a compacted earth fill shall be covered with six inches of No. 57 stone. No. 57 stone shall also be used for the stone pads forming the crossing approaches.

Clearing and excavation of the streambed and banks shall be kept to a minimum. The structure shall be removed as soon as it is no longer necessary for project construction. The approaches to the structure shall consist of stone pads with a minimum thickness of 6 inches, a minimum width equal to the width of the structure, and a minimum approach length of 25 feet on each side.

The structure shall be inspected after every rainfall and at least once a week and all damages repaired immediately.

27.2.8 Pump-Around Flow Diversion: Pump-around flow diversions must be used to divert flow during excavation operations in streams. Pump-around flow diversions provide dry working conditions during construction in streams. A pump-around flow diversion shall be used to divert flow around construction activities occurring in a stream when those activities are reasonably expected to cause the erosion or deposition of sediment in the stream. Bid quotes for pump around assume a 4 inch pump.

Sandbags shall be woven polypropylene bags with approximate dimensions of 18-1/2 inches by 28 inches. Tie the ends of filled bags closed using either draw strings or wire ties.

Schedule operations such that diversion installation, in-stream excavation, in-stream construction, stream restoration, and diversion removal are completed as quickly as possible.

This control provides short-term diversion of stream flow (typically 1 day to 3 days). Additional sandbags or pumps may be required to maintain 1-foot freeboard on the sandbag checks if flow conditions change. Add sandbags as required to seal leaks in checks.

27.2.9 Construction Dewatering: Dewatering is the pumping of storm water or groundwater from excavation pits or trenches. The sediment-laden water must be pumped to a dewatering structure before it is discharged offsite.

The dewatering structure should be inspected frequently to ensure it is functioning properly and not overtopping. Accumulated sediment should be spread out on site and stabilized or disposed of offsite.

27.3 MEASUREMENT AND PAYMENT

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Lump Sum price as quoted which shall be full compensation for all work required under this Section. All labor, materials, equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation. No separate payment shall be made for inspection, maintenance and cleaning of these controls. No separate payment shall be made for the replacement of these controls should they become damaged or ineffective. No separate payment will be made for preparation of a Stormwater Pollution Prevention Plan (SWPPP), a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), or a Land Disturbance Permit (LDP).

TECHNICAL SPECIFICATIONS

SECTION 28 - GEOTEXTILE CONSTRUCTION

28.1 SCOPE

Work for this Section shall consist of the installation of geotextile fabric for slope protection and channel lining, underdrains and drainage blankets, and subgrade or embankment foundation stabilization in accordance with Kentucky Department of Highways Standard Specifications Sections 214 and 843, current edition and shall include all labor, grading, materials, equipment, and incidentals necessary to complete the work.

28.2 MEASUREMENT AND PAYMENT

Accepted quantities for Geotextile Construction will be paid for at the Contract Unit Price per various types as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of geotextiles satisfactorily placed unless the geotextile is incidental to other Bid Items as described elsewhere in these Specifications. All labor, materials, equipment, and grading shall be incidental to the Geotextile Construction.

TECHNICAL SPECIFICATIONS

SECTION 29 - EDGE KEY

29.1 SCOPE

This Work shall consist of the construction of longitudinal and transverse edge keys in accordance with the Plans, Contract Documents and Specifications.

In performing this Work, the CONTRACTOR shall furnish a neat edge along the pavement, obtained by using an approved saw to cut a smooth and straight in the existing pavement surface prior to breaking away the adjacent pavement. Any existing facility, which is not marked for removal by the ENGINEER, but is nevertheless removed, shall be replaced at the CONTRACTOR'S expense.

29.2 MEASUREMENT AND PAYMENT

Accepted quantities for Edge Keys will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per linear foot. All labor, materials, and equipment shall be incidental to Edge Key construction.

TECHNICAL SPECIFICATIONS

SECTION 30 - REMOVE AND RESET MASONRY BLOCK RETAINING WALL

30.1 SCOPE

This Work shall consist of removing and resetting a portion of an existing masonry block retaining wall in accordance with these specifications, manufacturer's recommendations and in reasonably close conformity with the lines, grades, design, and dimensions shown on the plans.

30.2 MEASUREMENT AND PAYMENT

Accepted quantities of Single Block Masonry Retaining Wall will be paid at the Contract Lump Sum Price as quoted (which shall be full compensation for all Work required by this section). All labor, materials, and equipment shall be incidental to Remove and Reset Masonry Block Retaining Wall.

TECHNICAL SPECIFICATIONS

SECTION 31 - EROSION CONTROL BLANKET

31.1 SCOPE

This Work consists of furnishing all materials, equipment, and labor for preparing the seedbed, fertilizing, seeding, and installation of permanent Erosion Control Blankets in the areas shown on the Plans or as directed by the ENGINEER.

31.2 MATERIALS

Fertilizer and grass seed shall comply with KDOH Standard Specification 827.

Erosion Control Blanket shall be Western Excelsior Excel SS-2 Rapid Go or approved equivalent.

31.3 CONSTRUCTION

Install Erosion Control Blanket and permanent seeding per KDOH Standard Specification 212.03.03. Utilize seed mix Type IV, ryegrass shall be used in place of White Dutch Clover,

31.4 MEASUREMENT AND PAYMENT

Accepted quantities of Erosion Control Blanket will be paid for at the Contract Price per square yard as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of exposed blanket or mat. This shall include all costs in connection with preparation, seeding, and installation of Erosion Control Blanket.

TECHNICAL SPECIFICATIONS

SECTION 32 - DETECTABLE WARNING SURFACE TILE

32.1 SCOPE OF WORK

This Work consists of installing detectable warning surface tiles that are supplied by the OWNER and shall include all labor, materials, equipment, and incidentals necessary to complete the Work.

32.2 MATERIALS

Detectable Warning Surface Tiles shall be Armor-Tile Cast in Place ADA Tile in Federal Yellow No. 33538.

32.2 CONSTRUCTION

Install Detectable Warning Surface Tiles in accordance with the guidelines set by the manufacturer.

32.2.1 Overlay

Ensure the surface to receive the tile is clean, dry, free of voids, and is structurally sound. Wipe clean the surface of the tile to receive adhesive. Apply the adhesive on the backside of the tile.

Set the tile true and square to the curb ramp area as detailed in the design drawings. Drill holes through the tile and concrete. Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome.

Following the installation of the tiles, apply the perimeter caulking sealant. Tape all perimeter edges of the tile and the adjacent concrete back. Tool the perimeter caulking to create a straight edge between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.

Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

32.2.2 Cast in Place

Leave the plastic sheeting in place during the entire installation process.

Place and finish the concrete to the required dimensions and slope. Do not remove concrete in the area to accept the tile. Place the tile true and square to the curb edge in accordance with the Drawings. Tamp (or vibrate) the tile into the fresh concrete to ensure that the tile is level and flush with the adjacent concrete surface. Create a finished edge of concrete around the tiles

perimeter.

32.3 MEASUREMENT AND PAYMENT

Detectable Warning Surface Tiles are incidental to Sidewalk Ramps.

TECHNICAL SPECIFICATIONS

SECTION 33 - THERMOPLASTIC PAVEMENT MARKINGS

33.1 SCOPE

This specification covers a reflectorized pavement markings of the type that are preformed and heat-applied to a road surface. When applied properly the markings shall, upon cooling, be reflectorized and be able to resist deformation by traffic. The applied material shall be impervious to degradation by motor oil, diesel fuel, grease deposits and ice-preventative chemicals.

CONTRACTOR shall install thermoplastic markings as soon as Work is sufficiently complete to allow installation of permanent markings. Until the permanent installation is completed, the CONTRACTOR shall maintain temporary markings consistent with needs and in accordance with the Manual on Uniform Traffic Control Devices. For field dispensed lane markings and for preformed markings to the extent that there is no conflict with provisions herein, the work will conform to KDOH Sections 749, 847, and 848.

33.2 MATERIALS

All permanent markings shall be thermoplastic.

Lane direction arrows, crosswalk markings, and stop bars shall be of the preformed thermoplastic type, composed of hydrocarbon resin, pigments, binders, and glass beads, which have been factory produced as a finished product to meet the requirements of the Manual on Uniform Traffic Control Devices. The thermoplastic shall conform to AASHTO designation M249-79 (86) with the exception of the relevant differences due to material being supplied in a preformed condition. Turn arrows shall be FHWA Standard No. 330241 and straight arrows shall be No. 330240; combination turn/thru arrows shall be No. 330142. The arrows, crosswalk markings, and stop bars should equal or exceed the specifications defined by Flint Trading, Inc.

The following are general requirements for the various markings:

- A. Graded Glass Beads - The material must contain a minimum of 30 percent grades glass beads by weight. The beads shall be clear and transparent with no more than 20 percent consisting of irregular or fused spheroids and silica. The index of refraction shall not be less than 1.50.
- B. Pigment - All markings for this contract except edge markings are white. A sufficient amount of titanium dioxide must be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595. The yellow edge markings shall contain sufficient yellow pigment to ensure a color similar to Federal Highway Yellow, Color No. 13655.

- C. Skid Resistance - The surface must provide a minimum skid resistance value of 50 BPN when tested by ASTM E303.
- D. Thickness - Preformed material must be supplied at a minimum thickness of 120 mils.
- E. Environmental Resistance - The material must be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt, or adverse weather conditions.
- F. Application to Asphalt - Preformed material shall be applied using a propane torch per recommendations of the manufacturer. The material must be able to be applied at air and road temperatures of 32 degrees F. without any preheating of the pavement. The pavement must be clean, dry, and free of debris at the time of application. The instructions with each package shall be followed to assure proper application. While the material is still hot and receptive, the surface shall be flooded with a surplus of glass beads.
- G. Application to Portland Cement Concrete - Requirements are the same as for asphalt except that a primer/sealer must be used prior to application to assure proper adhesion. This step shall conform to pertinent manufacturer's recommendations.
- H. Packaging - The material shall be packaged in plastic film and with cardboard stiffeners as necessary to prevent damage by handling and transporting.

33.3 REMOVAL OF PERMANENT PAVEMENT MARKINGS

See Section 36 of these specifications.

33.4 MEASUREMENT AND PAYMENT

Accepted quantities for Thermoplastic Pavement Markings shall be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per the schedule below for item satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Thermoplastic Pavement Markings.

The Work shall include all labor, materials, plant, and costs necessary or incidental to supplying and installing markings in a workmanlike manner. Collecting survey information and layout are included in payment for Surveying and Staking.

Temporary pavement striping will be paid for at the Contract Unit Price as described elsewhere in these Specifications.

<u>Bid Item</u>	<u>Pay Unit</u>
Thermoplastic Pavement Markings - Crosswalk 12"	Linear Foot
Thermoplastic Pavement Markings - Stop Bar 24"	Linear Foot
Thermoplastic Pavement Markings - Curve Arrow	Each

Thermoplastic Pavement Markings - Combo Arrow
Thermoplastic Pavement Markings – Solid Yellow
Thermoplastic Pavement Markings – “ONLY”

Each
Square Foot
Each

TECHNICAL SPECIFICATIONS

SECTION 34 - THERMOPLASTIC PAVEMENT STRIPING (WHITE OR YELLOW)

34.1 SCOPE

This specification covers a reflectorized pavement striping material of the type that is applied to a road surface in a molten state with premixed glass beads by spray or extrusion means, with a supplemental surface application of glass spheres. When applied properly and at the designated thickness and width the stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic. The applied material shall be impervious to degradation by motor oil, diesel fuel, grease deposits and ice-preventative chemicals.

34.2 MATERIALS

The thermoplastic pavement marking materials used in this contract shall meet the following specifications. This specification covers reflectorized oil and grease impervious thermoplastic road marking materials which are (1) hot extrusion applied with a surface application of glass spheres and (2) heat fused applied. The properly applied markings shall be reflectorized and able to durably resist degradation and deformation by traffic.

The thermoplastic materials shall be homogenously composed of pigment, filler, resins, and glass reflectorizing spheres, and shall be available in both yellow and white.

Composition: The pigment, beads and filler shall be uniformly dispersed in the resin. The materials shall be free from all skins, dirt, and foreign objects and shall comply with requirements according to Table 1. Only new materials shall be acceptable for use on this project.

TABLE 1

COMPONENT	WHITE	YELLOW
Binder (see note A)	18.0% min	18.0% min
Glass Beads (AAASHTO M247 Type D)	30.0 – 40.0%	30.0 – 40.0%
Titanium Dioxide	10.0% min	--
Yellow Pigments (see note B)	--	2.0% min
Calcium Carbonate	42.0% max	50.0% max

Note A: The alkyd binder shall consist of a mixture of synthetic resins (at least one of which is solid at room temperature) and a high boiling point plasticizer. At least one third

of binder composition shall be solid maleic modified glycerol ester resin and shall be no less than 8% of the entire material formulation. The alkyd binder shall not contain petroleum-based hydrocarbon resins.

Note B: The percentage of yellow pigment can be reduced if lead pigments are eliminated from the formulation.

Temperature - The molten material temperature shall be between 400 and 440 F unless otherwise recommended by the manufacturer and approved by the ENGINEER.

Primer - A primer shall be used if thermoplastic is applied to Portland cement concrete. Any primer used shall be compatible with the thermoplastic material.

Thickness - The pavement markings shall yield a solid thickness range of 80 to 95 mils above the roadway surface across the middle two-thirds of the line width.

Glass Beads - Glass beads shall be uniformly applied to the surface of the molten thermoplastic at the minimum rate of 7 to 9 lb/ 100 ft².

Color - The color of the dry markings shall match Federal Standard 595 (13538 – yellow or 17886– white). The CONTRACTOR shall supply the specified color chips for the ENGINEER's use to visually determine that the thermoplastic material matches the specified color.

Retro reflectance - The millicandel/lux/square meter values taken anytime within the first 30 days shall conform to the following:

RETROREFLECTANCE

COLOR	RETROREFLECTIVITY	CORRECTIVE ACTION
White	equal to or greater than 250	None
Yellow	equal to or greater than 150	
White	less than 250	Necessary corrective actions, including grinding, if necessary, and re-tracing.
Yellow	less than 150	

The “Drop-On” glass beads shall conform to AASHTO specifications M-247-81 except as follows: The glass beads shall have the following gradation:

US Sieve Number	Percent Passing
20	100
30	75-95
50	15-35
80	0-5
100	0

The “Drop-On” glass beads shall be smooth, clear and free from air inclusions. The beads shall have a minimum refractive index of 1.50 and shall be a minimum of 80% true spheres overall, and minimum 70% true spheres on each sieve. The beads shall be moisture proof coated and shall meet the requirements of AASHTO M-247-81 Section 4.4.2 to ensure optimum embedment of 60-65 percent (60-65%) in various thermoplastic traffic marking systems. The material shall set to bear traffic in not more than 2 minutes when the air temperature is 50 degrees F and not more than 10 minutes when the air temperature is 90 degrees F.

Bond Strength – After heating the thermoplastic material for four hours at 425 degrees F the bond strength to Portland Cement Concrete shall exceed 180 psi (1.24 Mpa Method ASTM D4796-88)

Cracking Resistance – For at least 90 days after application the materials shall show no cracks other than with substrate cracking.

Smear and Softening Resistance – During the life of the materials, the applied markings shall not smear or soften apart from substrate movement.

34.3 QUALITY ASSURANCE

Methods of Sampling and Testing: OWNER reserves the right to require the CONTRACTOR to perform any quality assurance testing necessary to determine compliance with these specifications. Testing required shall be by industry standard and shall be the responsibility of the CONTRACTOR and performed at no cost to the OWNER.

CONTRACTOR shall obtain and provide to the ENGINEER, as part of the material submittal package, a written material specification compliance certification from the thermoplastic manufacturer, stating that the material being used on this contract meets the materials specifications in the Contract.

34.3.1 Application Requirements: The molten applied thermoplastic material shall readily screed/extrude at temperatures between 400 degrees F and 440 degrees F from the approved equipment to produce a line which shall be continuous and uniform in shape having sharp dimensions.

The application of additional glass beads by drop-on methods shall be at a minimum rate of 8 lbs. per 100 sq. ft. of marking. Ambient and surface temperatures shall be at

least 50 degrees F and rising at the time of application.

34.3.1.1 Method of Application

CONTRACTOR shall furnish and install machine-applied extruded and/or sprayed hot thermoplastic with glass spheres (pre mixed and drop-on) in the proper ratio to immediately produce a highly reflective marking as described elsewhere in these specifications, in accordance with the details in this contract and the following provisions.

34.3.1.2 Surface Preparation

In order to insure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the Thermoplastic pavement markings, and/or primer/sealer. Cleaning is required on all surfaces which are to receive new pavement markings and shall be considered incidental to the application of the markings.

34.3.1.3 Primer-Sealer

It shall be the responsibility of the CONTRACTOR to recommend to the ENGINEER and obtain the ENGINEER's concurrence as to whether primer-sealer is required on a given pavement in order to meet the material manufacturer's warranty conditions. Generally, on all Portland Cement concrete pavement surfaces and aged asphalt-concrete pavements having less than eighty percent (80%) asphalt concrete, primer-sealer shall be applied to the area where the thermoplastic pavement markings are to be placed. Also, the ENGINEER reserves the right to direct the CONTRACTOR to apply primer/sealer for any given markings.

The primer/sealer shall be that recommended by the manufacturer of the thermoplastic material and approved by the ENGINEER. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside the of the finished pavement markings. All solvents shall have evaporated from the primer/sealer prior to the application of the molten thermoplastic materials. A sample of the primer/sealer and the recommended method of application must be submitted to the ENGINEER and shall have been approved by the ENGINEER and the manufacturer of the material before application.

The ENGINEER has the authority to require the CONTRACTOR to apply the primer/sealer using a separate vehicle which may require additional traffic control. Payment for application of primer/sealer and any additional traffic control will be incidental to the marking item.

34.3.2 Pre-marking of Lines: When a line is required to be placed in the same location as an existing painted line, and existing painted markings not required to be removed are visible, they shall be retraced (i.e. new markings installed in exactly the same locations, patterns, and dimensions as the old markings). However, if the existing markings are to be removed or are not visible, or if new roadway surface has been placed before markings installation occurs, or if the contract requires a line to be installed where none currently exists, the CONTRACTOR will be required to pre-mark as directed by the ENGINEER and subsequently shall install the required markings in accordance with the requirement of other sections of the specifications.

The actual placement of the pavement markings at any such site shall not be performed until the pre-marking has been inspected and approved by the ENGINEER. Pre-marking is incidental to the pavement marking installation work and there will be no separate payment for pre-marking.

34.3.4 Warranties: The thermoplastic pavement marking materials and glass beads furnished under this contract shall assume the manufacturer's warranty for these materials and shall be guaranteed by the supplier against failure due to traffic oil degradation.

The CONTRACTOR shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work and agrees to indemnify and hold harmless OWNER and its duly authorized representatives from all suits at law or action of every nature for, or on account of the use of any patented materials equipment, devices or processes. Further, the material shall meet the requirements of this specification for a period of one year.

34.4 MEASUREMENT AND PAYMENT

Accepted quantities for Thermoplastic Pavement Striping will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot, satisfactorily installed. All labor, materials, equipment, and excavation shall be incidental to Thermoplastic Pavement Striping. Payment for pre-marking, furnishing and applying primer/sealer and any additional traffic control shall also be incidental to Thermoplastic Pavement Striping.

TECHNICAL SPECIFICATIONS

SECTION 35 - TEMPORARY PAVEMENT STRIPING AND MARKINGS

35.1 SCOPE

This Work consists of installing temporary striping and markings for maintenance of traffic and shall conform to the Kentucky Department of Highways Standard Specifications, Sections 112 and 842, current edition, and shall include all labor, materials, equipment and incidentals to complete the Work. Pavement striping in this section applies to temporary striping only.

35.2 MATERIALS

Temporary Paint shall be in accordance with Kentucky Department of Highways Standard Specifications, Section 842.

Temporary Striping Tape shall be in accordance with Kentucky Department of Highways Standard Specifications, Section 842.

35.3 CONSTRUCTION

CONTRACTOR shall install pavement striping in accordance with KDOH Standard Specifications, Section 112.03.11 as shown on the Plans or as directed by the ENGINEER. All temporary paint pavement striping shall be four (4) inches wide.

35.4 MEASUREMENT AND PAYMENT

Temporary Pavement Striping and Markings will be incidental to Maintain and Control Traffic.

TECHNICAL SPECIFICATIONS

SECTION 36 - PAVEMENT MARKING REMOVAL

36.1 SCOPE

This Work consists of removing existing pavement markings.

36.2 CONSTRUCTION

When called for in the contract or otherwise as directed by the ENGINEER, removal of existing pavement markings shall be accomplished by the CONTRACTOR using equipment and methods specifically approved by the ENGINEER. Marking removal shall not be by the “painting out” with black paint method nor shall it result in excessive scarring of the pavement. No more than 1/8 inch depth of scarred pavement will be allowed. At least 90 percent of all markings shall be removed.

As directed by the ENGINEER, the CONTRACTOR shall be responsible for sweeping or otherwise adequately cleaning up debris after completion of markings required to be removed by the ENGINEER because they are improperly located or otherwise incorrect or improper. Unless permitted otherwise by the ENGINEER, where old markings are removed, the new markings must be applied the same day as the old markings are removed. Whenever grinding, scraping, sandblasting, or other operations are performed, the work shall be conducted in such manner that the finished pavement surface is not damaged or left in a pattern that will mislead or misdirect motorists. When these operations are completed, the pavement markings shall be cleaned to remove residue and debris resulting from the cleaning work.

Where cleaning and/or removal of pavement objectionable material is being performed within ten (10) feet of a lane occupied by traffic, the residue removal shall be by method(s) approved by the ENGINEER.

Any damage to the pavement or pavement joint materials caused by pavement marking removal shall be repaired by the CONTRACTOR at no cost to the LFUCG by methods acceptable to the ENGINEER.

36.3 MEASUREMENT AND PAYMENT

Removal of Existing Pavement Markings will be incidental to Maintain and Control Traffic.

TECHNICAL SPECIFICATIONS

SECTION 37 - INLAID PAVEMENT MARKERS

37.1 SCOPE

This Work shall consist of the furnishing and installation of inlaid pavement markers in accordance with the Plans, Contract Documents, and Specifications.

37.2 MATERIALS

Markers and adhesives shall comply with KDOH Standard Specification 712.02.

37.3 CONSTRUCTION

Install pavement markers in accordance with KDOH Standard Specification 712.03.

37.4 MEASUREMENT AND PAYMENT

Accepted quantities for Inlaid Pavement Markers will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per each marker satisfactorily installed. All labor, materials, and equipment shall be incidental to the installation of pavement markers.

TECHNICAL SPECIFICATIONS

SECTION 38 - STREET LIGHT CONDUIT AND POLE BASES

38.1 SCOPE

Work under this Section shall consist of furnishing and installing PVC conduit, junction boxes, and street light pole bases as shown on the Plans. PVC conduit, junction boxes, and street light pole bases shall conform to the Kentucky Department of Highways Standard Specifications for Section 834, current edition, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings. Work shall include all labor, materials, and equipment necessary to complete the Work. All trenching, backfilling, boring, pipe laying and fitting shall be considered incidental.

38.2 MEASUREMENT AND PAYMENT

Accepted quantities for PVC Conduit and Bore and Jack Conduit will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all work required) and paid per linear foot satisfactorily installed. All labor, materials and equipment shall be incidental.

Pole Bases and Junction Boxes will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all work required) and paid per each satisfactory installed. All labor, materials, and equipment shall be incidental.

TECHNICAL SPECIFICATIONS

SECTION 39 - SIGNS

39.1 SCOPE

This Work shall consist of the furnishing and installation of panel signs and posts in accordance with the Plans, Contract Documents, and Specifications.

39.2 MATERIALS

Signs and associated materials shall comply with KDOH Standard Specification 715.02.

Sign posts shall comply with KDOH Standard Specification 832.

39.3 CONSTRUCTION

Install signs in accordance with KDOH Standard Specification 715.03. Utilize Type 1 Steel Posts with soil stabilizer.

39.4 MEASUREMENT AND PAYMENT

New signs furnished by the contractor will be paid as Sheet Signs and Steel Post. Signs provided by the owner and signs that are to be relocated will be paid as Install Sign.

Accepted quantities for Sheet Signs will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square foot satisfactorily installed. All labor, materials, and equipment shall be incidental to Sheet Signs.

Accepted quantities for Steel Posts will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per linear foot satisfactorily installed. All labor, materials, and equipment shall be incidental to Steel Posts.

Accepted quantities for Install Sign will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per each existing sign that is satisfactorily relocated and each new sign provided by the owner that is satisfactorily installed. All labor, materials, and equipment (including post and brackets) shall be incidental to Install Sign.

TECHNICAL SPECIFICATIONS

SECTION 40 - RIGHT-OF-WAY MONUMENTS

40.1 SCOPE

This Work shall consist of the furnishing and installation of Right-of-Way monuments in accordance with the Plans, Contract Documents, and Specifications.

40.2 MATERIALS

Right-of-Way Monuments shall conform 201 KAR 18:150.

40.3 CONSTRUCTION

Install right-of-way monuments at the earliest opportunity on a project as determined by the ENGINEER. Install right-of-way monuments under the direct supervision of a Kentucky Licensed Professional Land Surveyor in accordance with 201 KAR 18:150.

40.4 MEASUREMENT AND PAYMENT

Accepted quantities for Right-of-Way Monument shall be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per each monument satisfactorily installed. All labor, materials, and equipment shall be incidental to the installation of monuments.