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# Bid Bond

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KNOW ALL MEN BY THESE PRESENTS, that we

**L-M Asphalt Partners, Ltd. dba ATS Construction**

as Principal, hereinafter call the Principal, and

**Hartford Fire Insurance Company**

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

**Lexington Fayette Urban County Government**

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

**Five Percent of the Amount Bid**

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

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

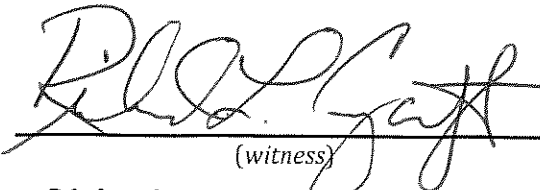
WHEREAS, the Principal has Submitted a bid for

**Bid #162-2013; County Street Resurfacing, Lexington, Kentucky**

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

Signed and sealed this

**6th** day of **January, 2014**

  
\_\_\_\_\_  
(witness)  
**Richard L. Craycraft**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

(Principal)


(Seal)

  
\_\_\_\_\_  
(Title)

**Brian R. Billings, Vice President  
Hartford Fire Insurance Company**

(Surety)

(Seal)

  
\_\_\_\_\_  
(witness)

  
\_\_\_\_\_  
Kim Watson (Title) Attorney-In-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 14-732355

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

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

*Kim Watson, John W. Hampton, Russell Griffith, Tina Carpenter of Lexington KY, Theresa S. Stump of Roanoke VA, Robert M. Coon of Greensboro NC, Lindsey M. DeJarnette of Lynchburg VA*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 6, 2014.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KW

DATE (MM/DD/YYYY)

12/19/2013

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

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

PRODUCER GCH Insurance Group 2250 Thunderstick Dr Ste. 1104 Lexington, KY 40505 John Hampton	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: <b>LMASP-2</b>			
INSURED <b>L-M Asphalt Partners LTD dba ATS Construction 3009 Atkinson Ave., Ste 400 Lexington, KY 40509</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Liberty Mutal Insurance Co</b>		<b>23043</b>
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	TB2-651-286966-023	04/01/2013	04/01/2014	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Uninsured Mot	X	AS7-651-286966-033	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	BODILY INJURY (Per person)					\$	
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC7-651-286966-013	04/01/2013	04/01/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: Bid Number #162-2013, County Street Resurfacing, Lexington, KY. Lexington-Fayette Urban County Government and it selected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest are additional insureds as their interest may appear in regards to general and auto liability (continued page 2)

<b>CERTIFICATE HOLDER</b>  <b>LFJCG00</b>  Lexington-Fayette Urban County Government Division of Central Purchasing 200 E. Main St. Lexington, KY 40507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**NOTEPAD:**

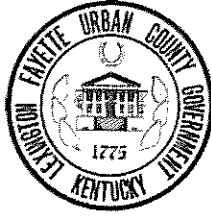
HOLDER CODE LFUCG00  
INSURED'S NAME L-M Asphalt Partners LTD

LMASP-2  
OP ID: KW

PAGE 2  
Date 12/19/2013

general liability coverage is primary. Explosion-Collapse-Underground coverage is included under the general liability.

Pollution liability policy with \$1,000,000 Limit, \$25,000 Deductible in place.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **#162-2013**

Date: December 20, 2013

Subject: **County Road Resurfacing**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced RFP:

- The Opening Date for this Solicitation is now **Tuesday, January 7, 2014 at 2:00 PM Eastern Standard Time.**
- Revised Bid Schedule which includes estimated quantities is attached, and replaces the bid schedule in the original bid documents. **All pricing for this bid must be submitted on this Revised Bid Schedule.** Failure to use the attached Revised Form of Proposal will deem the bid as non-responsive, and will result in the rejection of the RFP.  
The Revised Bid Schedule is attached as a spreadsheet which estimates the rough quantities LFUCG will need for the 2013-2014 County Repaving. There are some quantities listed as zero (0), but the Bidder will still need to put in a unit price value in case we come across a situation in which we need to use that item for this contract. These quantities have been provided for bidding purposes only. LFUCG in no way guarantees these quantities.

Todd Slatin, Director  
Division of Central Purchasing

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

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

3009 Atkinson Avenue, Suite 400, Lexington, Kentucky 40509

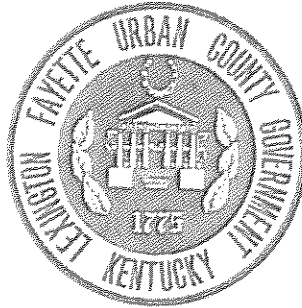
**ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

**Brian R. Billings, Vice President**

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

## INVITATION TO BID #162-2013

### County Street Resurfacing

#### NOTICE TO BIDDERS

Bid Opening Date: January 6, 2014

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

\*\*\*\*\*

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

**INVITATION TO BID**



Bid Invitation Number: #162-2013

Date of Issue: 12/17/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **1/6/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

Bids are to include all shipping costs to the point of delivery located at: Various Locations

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

<b>Commodity/Service</b>
<b>County Street Resurfacing</b>
See specifications.

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

Submitted by:

**L-M Asphalt Partners, Ltd. dba ATS Construction**

*Firm*  
**3009 Atkinson Avenue, Suite 400**

*Address*  
**Lexington, Kentucky 40509**

*City, State & Zip*

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

**Signature of Authorized Company Representative – Title**  
**Brian R. Billings, Vice President**  
*Representative's Name (Typed or printed)*

**( 859 ) 223-7001**                      **( 859 ) 231-0946**  
*Area Code - Phone – Extension*                      *Fax #*

**bbillings@atsconstruction.com**  
*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, Brian R. Billings, and after being first duly sworn 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

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

Further, Affiant sayeth naught.

  
\_\_\_\_\_  
Brian R. Billings, Vice President

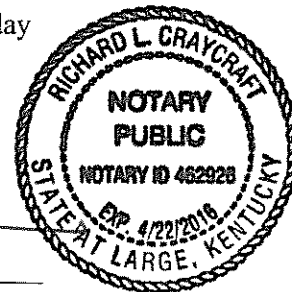
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by L-M Asphalt Partners, Ltd. dba ATS Construction on this the 7th. day of January, 2014.

My Commission expires: April 22, 2016

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
Richard I. Craycraft



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



## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

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

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

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

### **C. GREEN COMMUNITY**

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

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

Yes XX No \_\_\_\_\_

## II. Bid Conditions

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

**"Bid on #162-2013 County Street Resurfacing"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

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

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

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



The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

## **SPECIAL INSTRUCTIONS TO THE BIDDER**

**(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

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

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

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

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

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

**EQUAL OPPORTUNITY AGREEMENT**

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The Law

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

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

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

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


\*\*\*\*\*

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

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

Bidders

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

  
Signature - **Brian R. Billings**  
**Vice President**

**L-M Asphalt Partners, Ltd. dba ATS Construction**  
Name of Business



**WORKFORCE ANALYSIS FORM**

---

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenanc											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
*Name & Title*





3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

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

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

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

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

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

## Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

### A. GENERAL

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

### B. PROCEDURES

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

### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.



D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
  - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

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



**LFUCG MWDBE PARTICIPATION FORM**  
Bid/RFP/Quote Reference # \_\_\_\_\_

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509



### LFUCG MWDBE SUBSTITUTION FORM

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- \_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- XXX \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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

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

**L-M Asphalt Partners, Ltd.**  
**dba ATS Construction**

\_\_\_\_\_  
Company

**January 7, 2014**

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Company Representative

**Brian R. Billings, Vice President**

\_\_\_\_\_  
Title



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

## GENERAL PROVISIONS OF BID CONTRACT

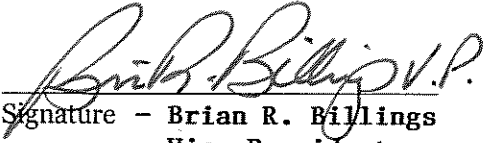
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. **Agreement to Bid Terms:** In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. **Cancellation:** LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority

or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature - **Brian R. Billings**  
Vice President

January 7, 2014  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION  
Bid #162-2013 County Road Resurfacing**

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**A. 1.0 DEFINITIONS**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

The 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 Indemnity Agreement and other provisions of this Contract.

**4.0 INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**4.1 Required Insurance Coverage**



CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its sub consultants to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER 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 (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- 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 OWNER.
- d. The General Liability Policy shall include an Explosion-Collapse Underground endorsement should blasting be required and permission granted by OWNER.
- e. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

CONTRACTOR shall obtain Builder's Risk coverage in an amount sufficient to cover equipment and materials left on site prior to completion of the project unless it is deemed not to apply by OWNER. The parties shall mutually agree to the amount of such coverage.

#### 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

#### 4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

#### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

#### 4.6. Right to Review, Audit and Inspect

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

## 5.0 SAFETY AND LOSS CONTROL

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

## 6.0 DEFINITION OF DEFAULT

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

2013 - 2014

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DIVISION OF STREETS & ROADS

PROPOSAL FOR

**COUNTY ROAD RESURFACING**

2013 - 2014

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

DIVISION OF STREETS & ROADS

PROPOSAL FOR STREET RESURFACING

**BIDS WILL BE RECEIVED UNTIL 2:00 P.M. E.D.T., ON THE 6<sup>th</sup> DAY OF JANUARY, 2014  
AND AT THAT TIME WILL BE PUBLICALLY OPENED AND READ.**

We propose to furnish all necessary labor, machinery, tools, apparatus and other necessary supplies and all materials, and to construct and/or improve in strict accordance with the terms of the specifications, hereto attached, all of the streets, as hereinafter set out, and, described in the list identified and "2013-2014 COUNTY STREET RESURFACING" and. A certified check of bid bond, in the amount of five (5%) percent of the total bid shall accompany the proposal.

Agreed liquidated damages will be One Thousand Dollars (\$1,000.00) per calendar day. Time of completion of this contract will be prior to June 30, 2014. THE URBAN COUNTY GOVERNMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. We further propose to execute contract within ten (10) days after the date of receiving note of award, to begin work when notified to do so by the URBAN COUNTY GOVERNMENT, and to complete same within the specified time to the satisfaction of the URBAN COUNTY GOVERNMENT, or in the event of failure to complete the work within the specified time, to pay the URBAN COUNTY GOVERNMENT, the daily amount of agreed liquidated damages set out above. We also propose to insure that terms of the contract and requirements of the specifications and plans shall be fully complied with by furnishing either a surety bond for the total amount of the contract price, as determined from the unit prices bid and estimated quantities, acceptable to the URBAN COUNTY GOVERNMENT, or such other form of bond as may be required by the URBAN COUNTY GOVERNMENT, and that the surety company, if used, will be satisfactory to the URBAN COUNTY GOVERNMENT and the amount of its bond be within the limit set for it by the U.S. Treasury Department's quarterly report. We enclose, herewith, proposal guaranty for the amount set out above, payable to the URBAN COUNTY GOVERNMENT as guarantee of good faith, and which, if the contract be awarded to us, we AGREE to forfeit as liquidated damages to the URBAN COUNTY GOVERNMENT, in the event of our failure to enter into contract and furnish satisfactory bond to the URBAN COUNTY GOVERNMENT within ten (10) days after receiving official notice of award. We have examined the plans and specifications and the location of the work and are fully informed as to what is to be done and the conditions relating to the work. We understand that the quantities shown on the estimate are approximate ONLY and are subject to either increase or decrease. Should the quantities of any or all of the items of work be increased, we propose to do the additional work at the above unit prices, and should the quantities be decreased, we propose to make no claim for anticipated profits. The URBAN COUNTY GOVERNMENT will award the bids on a unit price basis for the project. This Unit Price Contract may also be used for parking lots, cart paths, jogging/walking paths and other projects so designated by the Division of STREETS & ROADS.

#### ACCEPTANCE AND FINAL PAYMENT:

Within sixty (60) days after final inspection and acceptance of the street improvement by the URBAN COUNTY GOVERNMENT, the final estimate for all work done, including all retained percentage shall be compiled by the Engineer and furnished to the Commissioner of the Department of Environmental Quality and Public Works. Upon the latter's approval, in whole or in part, the amount of money thus found due the contractor, after the total amount of all previous payments, liquidated damages and other claims, if any, are deducted, will be certified for payment. Before final payment is made to any contractor on any work or portion thereof, the contractor will be required to satisfy the URBAN COUNTY GOVERNMENT to the effect that ALL claims for labor done on the contract and all material put into the work, have been fully paid or satisfactorily secured; BUT, the Commissioner of Environmental Quality and Public Works shall be held harmless by the Contractor and surety on his bond from the payment of any money paid under the belief that said claims for labor and materials have been settled satisfactorily when they have NOT been so settled, and the rights of claimants for labor or materials are not to be prejudiced by any missed payment. The acceptance by the Contractor of the said final estimate shall operate as and shall be a release to the URBAN COUNTY GOVERNMENT and the Commissioner of Environmental Quality and Public Works. KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008 with applicable amendments and the following special specifications and provisions apply on this project. The Kentucky Department of Labor rules and regulations shall be strictly complied with.

#### UNIT PRICE WORK:

Where the Contract Documents provide that all or part of the work is to be Unit Price Work, initially the contract price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining the initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Division of STREETS & ROADS. The Lexington-Fayette Urban County Government reserves the right to require additional work based on the unit prices offered in this Contract for a period of one (1) year after contract acceptance. The Unit Prices may also be used for other work besides county streets. This may include parking lots, cart paths, walking/jogging paths and other projects as designated by STREETS & ROADS.

#### PERFORMANCE BOND:

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

#### RETAINAGE:

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

#### SPECIAL PROVISION CONTRACT TIME EXTENSION:

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

### QUALIFICATION OF BIDDERS:

Due to the extent of this proposed work, it is required of the Contractor submitting a proposal that he be on the certified list of the State Highway Department for paving work or has the capabilities to complete the proposed work and present evidence of said capabilities to the satisfaction of the Urban County Government. The successful bidder shall comply with sections 337.520 and 337.540, of the Kentucky Revised Statutes which says in part--that each contractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week and such relative information as may be required by the Kentucky Department of Labor. Any laborer, workman, mechanic, helper, assistant or apprentice worked in excess of eight (8) hours per day or forty (40) hours per week, except in cases of emergency shall be paid not less than one and one-half (1 1/2) times the basic hourly rate of pay as defined and fixed under this chapter for all overtime worked, and each contract for the construction of public works shall so provide.

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

### CONTRACT COMPLIANCE:

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

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

During the performance of the contract, the Contractor agrees as follows:

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

859-258-3451 one (1) week prior and ID times will be scheduled. Once the contract is complete, all ID badges will be collected.

E. Noncompliance with any of the above requirements shall be reported forthwith and shall be cause for possible:

1. Suspension of contract,
2. Debarment from future bidding, and
3. Hearings and court action under the laws applicable for such noncompliance.

# **INSTRUCTIONS TO BIDDERS**

## **Defined Terms**

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

## **Qualifications of Bidders**

The OWNER may make such investigations as he 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. The award will be made to the lowest qualified bidder.

In determining the lowest qualified bidder, the following elements will be considered: (1) Does the bidder involved maintain a permanent place of business; (2) Does the bidder have adequate plant and equipment to perform the work properly and expeditiously; (3) Does he/she have suitable financial resources to meet obligations incidental to the work; (4) Does he/she have sufficient and appropriate technical experience; (5) Has he/she performed satisfactorily on previously awarded projects; (6) The percentage of DBE and the value of DBE subcontracts in relation to the total amount; (7) The quality of the Bidders Affirmative Action Plan; and (8) Documentation of "good faith" efforts to achieve 10% minimum DBE goal.

## **Corporate Firms**

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

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

Good Standing with Public Works Act: Any Contractor and/or Subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.1990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a Prime Contractor, in violation of the Act can be considered, nor with any Subcontractor, in violation of the Act, be approved and/or accepted. The responsibility of the qualifications of the Subcontractor is solely that of the Prime Contractor.

## **Examination of Contract Documents and Site**

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

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

## **Interpretations**

All questions about the meaning or intent of the Contract Documents shall be submitted to the Director in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Director as having received the Bidding Documents. Questions received less than seven working days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.



### **Contract Time**

Unit prices in the Contract shall remain in effect for one (1) year from the date of the Contract, Project time and Provisions for Liquidated Damages to be specified in the "Notice to Proceed." Unit prices may be extended for an additional year with written agreement from Contractors.

### **Subcontractors, Etc.**

If the Supplementary Conditions or Specifications require the identity of the certain Subcontractors or other persons or organizations to be submitted to the OWNER in advance of the Note of Award, the Bidder, will within seven calendar days after the day of the Bid Opening submit to the OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. An experience statement with pertinent information as to similar projects and other evidence of qualifications shall accompany such list for each Subcontractor, person and organization if requested by OWNER. If OWNER or DIRECTOR after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving Notice of Award, request the Bidder to submit an acceptable substitute without an increase in the Bid price. (If the Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security.) Any Subcontractor, other person or organization so listed and to whom OWNER or DIRECTOR does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and DIRECTOR.

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

### **Bid Form**

The Bid Form is included in the Contract Documents; additional copies may be obtained from OWNER.

Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and in numerals. In case of a conflict, words will take precedence.

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

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

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

### **Submission of Bids**

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder.

### **Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document, duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted, at any time prior to the opening of the bids.

### **Opening of Bids**

Bids will be opened as indicated in the Invitation to Bid and shall remain open for sixty (60) days after Bid Opening. OWNER may, however, at his sole discretion release any bid and return Bid Security prior to that date.

### **Award of Contract**

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

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

If a Contract or Contracts is to be awarded, OWNER will give the apparent successful Bidder a Notice of Award within sixty (60) calendar days after the day of the Bid Opening.

The successful Bidder shall, within fifteen (15) days after acceptance of his proposal, enter into written agreement with OWNER. The required Contract Security shall be delivered along with the executed agreement.

## **CONTRACTOR'S RESPONSIBILITIES**

### **SUPERVISION:**

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

### **SUPERINTENDENCE:**

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

### **LABOR:**

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

### **START-UP AND COMPLETION OF WORK:**

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

### **ONE YEAR CORRECTION PERIOD:**

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of 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 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.

(2013-2014)



FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: January 7, 2014

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

This Proposal Submitted by: **L-M Asphalt Partners, Ltd. dba ATS Construction**  
**3009 Atkinson Avenue, Suite 400**  
**Lexington, Kentucky 40509**

\_\_\_\_\_  
(Name and Address of Bidding Contractor)

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

Kentucky :doing business as:

**" A Partnership "**

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

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

Gentlemen:

The bidder, in compliance with your Invitation for Bids for the 2013-2014 County Street Resurfacing, Lexington, Kentucky; having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

The Bidder hereby agrees to commence work under this Contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project by June 30, 2014.

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12/20/2013; Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_; Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_; Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_; Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

# STATEMENT OF BIDDER'S QUALIFICATIONS

## FORM OF PROPOSAL

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

- 1. Name of Bidder: L-M Asphalt Partners, Ltd. dba ATS Construction
- 2. Permanent Place of Business: 3009 Atkinson Avenue, Suite 400  
Lexington, Kentucky 40509
- 3. When Organized: April 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:

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

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

Hartford Fire Insurance Company (Surety)

Signed: Kim Watson (Representative of Surety)

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>See Attachment " B "</u>		



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Attachment " C "	

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YRS. W/BIDDER</u>
	Superintendent	
	See Attachment " D "	

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

Respectfully submitted:

**L-M Asphalt Partner, Ltd. dba ATS Construction**  
(Name of Contracting Firm)

BY: Brian R. Billings V.P.

TITLE: Brian R. Billings, Vice President

DATE: January 7, 2014

**STATEMENT OF EXPERIENCE**



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

**FORM OF PROPOSAL**

NAME OF INDIVIDUAL: See Attachment " D "

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: See Attachment " D "

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

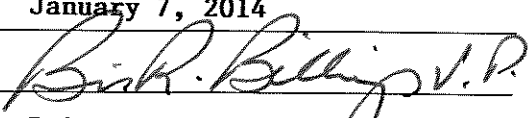
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: L-M Asphalt Partners, Ltd. dba ATS Construction  
Name of Firm

DATE: January 7, 2014

BY: 

TITLE: Brian R. Billings, Vice President

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





3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

# LIST OF PROPOSED SUBCONTRACTORS

## FORM OF PROPOSAL

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

BRANCH OF WORK - LIST EACH MAJOR ITEM

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

SUBCONTRACTOR

1. **Striping**  
\_\_\_\_\_

Name: **Central Seal Company**  
**P. O. Box 490**  
Address: **Danville, Kentucky 40423**

2. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

3. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

4. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

5. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

6. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

7. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

8. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_



## FORM OF PROPOSAL

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

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

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 sixty (60) calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID.**

Signed by Brian R. Billings, V.P.  
Brian R. Billings, Vice President  
Firm L-M Asphalt Partners, Ltd. dba ATS Construction

Address 3009 Atkinson Avenue, Suite 400  
Lexington, Kentucky 40509

Telephone No. ( 859 ) 223-7001

Date January 7, 2014

## GENERAL SPECIFICATIONS

### PRELIMINARY PREPARATIONS:

Prior to any resurfacing, the Director of STREETS & ROADS, or his representative, will make an inspection of the existing pavement to determine what repairs shall be made. Where there are depressions in the surface of the existing pavement, but the existing base is satisfactory, the surface material shall be cut out, squared up and refilled with bituminous base to the height of the surrounding surface; where it is determined that there is a failure of the base, this portion shall be cut out, squared up and base concrete of a compressive strength of three thousand five hundred (3,500#) pounds per square inch is to be placed to the height of the surrounding base. Concrete supplied as base material will be paid for at the unit price bid under BASE CONCRETE. Asphalt surface removal and base removal will be paid for on the basis of actual quantities removed at the respective unit prices bid. Where there are humps, waves, or other irregularities in the existing surface, bituminous binder shall be applied to level up the surface prior to application of surface. All material and labor involved in supplying and laying the bituminous binder, mentioned above, will be paid for at the unit price bid on "Bituminous Concrete for Base".

### CLEANING SURFACE:

#### Curb and Gutter Section of Street

The pavement shall be swept with a mechanical sweeper of an approved type and with wire hand brooms, when necessary; the sweeping to be continued until the surface is thoroughly cleaned. Special care shall be taken to clean the edges of the surface so that the full width of the roadway to be treated shall be uniformly clean. Where any mud or earth exists, it shall be removed long enough in advance of application of bituminous material to allow the surface to become thoroughly dry. All grass and/or weeds must be removed before sweeping. All sweeping is to be done from the edge of the pavement or front face of the curb toward the center, then picked up and disposed of off site. This is to be completed before the application of a tack coat. No additional payment will be paid for cleaning. This work will be considered incidental to bituminous pavement.

#### Streets Without Curbs and/or Gutters

The existing road surface shall be prepared by using a grader or similar equipment to expose the full width of the existing pavement. The material is to be picked up and disposed of off site. This work will be considered incidental to placing of bituminous pavement and no additional payment will be paid.

## **BITUMINOUS RESURFACING**

### Asphalt Mixture Component and Production Restrictions:

The use of reclaimed asphalt pavement (RAP) from Kentucky Department of Highways Projects, LFUCG projects, or other sources approved by the Director of Streets & Roads, is permitted. For other RAP sources to be approved, the contractor must satisfy the Director that the quality and consistency of the RAP is acceptable.

In order to be acceptable, the RAP shall be of consistent gradation, mineralogy and quality (soundness and wear) properties; and asphalt binder content and asphalt binder properties. RAP shall be limited to more than twenty percent (20%) of the weight of the mixture for surface mixes and twenty-five percent (25%) in base mixes.

Reclaimed asphalt shingles (RAS) are not permitted for use.

All surface and base mixes shall be produced using hot mix technology. Warm mix asphalt is not permitted.

### TACK COAT:

Apply the tack coat with a spray bar that can be raised to a sufficient height so as to uniformly and completely coat the entire surface. When a uniform application, at the rate required, cannot be obtained from a spray bar, then apply the tack coat by fogging with a hand spray attachment.

The STREETS & ROADS Representative will only accept complete and uniform coverage. Unless otherwise specified in the requirements for the asphalt mixture being placed, apply tack at a rate to achieve an undiluted residue of 0.40 pounds (0.05 gallons) per square yard.

When furnishing RS-1 or CRS-1 for tack, apply them undiluted.

When furnishing SS-1, SS-1h, CSS-1, or CSS-1h for tack, the Division of STREETS & ROADS will allow diluted or undiluted application provided uniform and complete coverage is achieved. When applying tack in a diluted form, apply it a sufficient time in advance to ensure that all water has evaporated before placing the asphalt mixture.

On newly constructed base and binder courses, adjust the application rate as the STREETS & ROADS Representative directs.

When placing asphalt material adjacent to curbs, existing pavements, or other structures, first coat the contact surface of the existing structure with tack material.

If the initial application of any tack material is not uniform, apply additional material as directed at no additional expense to the Lexington-Fayette Urban County Government.

Remove asphalt material applied in excess of the requirements, or cover it with a blotter course of dry sand or stone chips as the STREETS & ROADS Representative directs.

On projects over which public traffic is being maintained, apply the tack coat over one-half of the pavement width, not to exceed one-half day's work, in advance of the construction of the asphalt cover course. Do not end the tack coat application at a location hazardous to traffic. Do not apply tack coat to a lane that requires overnight closure, unless the Streets & Roads Representative approves it in writing. Schedule the work so that at the end of the day's production all tack is covered with the asphalt mat or a sand blotter course. At road intersections or other traffic crossings, the STREETS & ROADS Representative may require the application of a sand blotter course over the tack coat.

When Sand for Blotter is included in the Contract as a bid item, cover the tack coat with surface-dry, natural sand in a minimum quantity sufficient to prevent the tack coat from being picked up by traffic. Apply the

sand uniformly at the rate the STREETS & ROADS Representative directs but not exceeding five pounds per square yard. The normal rate is two to three pounds per square yard.

**Asphalt Material for Tack.** STREETS & ROADS will not measure tack for payment and will consider it incidental to the asphalt courses.

BASE COURSE:

Where existing asphalt surface is removed and elsewhere when used as a leveling course, bituminous concrete, base course shall be used as directed by the Engineer. It may be hand raked or machine spread and rolled ahead of the surface course. The preparation of the materials for this course and the laying are to be in accordance with Division 400 of the KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008.

SURFACE COURSE:

This shall be C.L.2 bituminous concrete Surface 0.38D PG64-22, one and one half (1 ½") inches thick, weighing approximately one hundred and sixty five (165) pounds per square yard or as directed by the Engineer. The preparation of the material for this course and the laying of this course shall be in accordance with the KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, FRANKFORT, STANDARD SPECIFICATIONS AND FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008, Section 403 and Section 404.

## **BITUMINOUS CONCRETE LEVELING AND WEDGING**

The estimated quantity of bituminous concrete binder and or surface for wedging and leveling is to be distributed by grader over areas as directed by the Engineer. The unit price bid per ton for leveling and wedging shall include base repairs, edge patching and correction of other irregularities. All grader leveling and wedging shall be done as a separate operation from the surfacing and shall be completed before the normal paving operations are begun. All areas to be treated shall be thoroughly cleaned and tacked with the same type of tack material as specified in the contract. The bituminous mixture shall be spread satisfactorily with a motor patrol grader and thoroughly compacted by rolling.

### **BASE REMOVAL:**

Where there is evidence of base failure and the STREETS & ROADS Representative orders the removal of the existing base, payment will be made at the unit price bid for milling per ton.

### **BASE CONCRETE:**

Where there is base removal and new base installed, the new base shall have a minimum compressive strength of three thousand five hundred (3,500#) pounds per square inch.

### **RAISING MANHOLES:**

Manholes shall be adjusted after resurfacing has been completed. The Contractor will spot the locations of manholes and the Contractor shall remove the frames and covers and adjust them to conform to within 1/8 of an inch of to the asphalt surface, replace the disturbed concrete base, and resurface the area around the frames and covers. The minimum width of pavement to be removed around manholes shall be six (6") inches. The cast iron frames and covers to be adjusted shall be removed and reset on a full course of concrete mortar. The use of wedges or other similar devices shall not be permitted. The entire area disturbed in the removal of the frame and cover shall be completely refilled with concrete to the required height around the frame to receive the bituminous material. The unit price bid for adjusting manholes, frames, and covers shall include all necessary labor, equipment, and materials necessary to replace the concrete base and bituminous concrete surface of disturbed areas around the manholes. Frames and covers, which, in the opinion of the Director of STREETS & ROADS are unsuitable for reinstallation will be replaced by other frames and covers supplied by the URBAN COUNTY GOVERNMENT for installation by the Contractor at the unit price bid. Before adjustment or replacement of any manhole frame is undertaken, the entire bottom of the manhole shall be covered solidly by use of lumber or heavy canvas, or both, or, by other methods fully as effective. The method to be used shall be approved by the Director of STREETS & ROADS. The protective covering shall remain in place until all mortar and concrete work has been completed. The Contractor shall promptly remove all bricks, mortar, and other waste materials dropped into manholes. Lifting rings, as manufactured by National Utility Products Company, 29355 Ranney Parkway, Cleveland, Ohio 44145, or equal, may be used on frames manufactured after 1960. The method to be used shall be approved by the Director of STREETS & ROADS or his representative.

**THE MANHOLES SHALL BE RAISED TO THE GRADE OF THE NEW ASPHALT TO WITHIN 1/8 OF AN INCH OF, USING ONE (1) RING ONLY, IF THE LIFTING RING METHOD IS USED. IF THE MANHOLE HAS AN EXISTING RING IT SHALL NOT BE RAISED USING A RING, BUT THE OTHER METHOD WILL BE USED.**

Manhole adjusting rings that are removed and not reused are the property of the URBAN COUNTY GOVERNMENT and shall be delivered to the STREETS & ROADS Maintenance Facility located at 1791 Old Frankfort Pike, Lexington, Kentucky.

All manholes that are covered with asphalt shall be marked by using I.D. Locator that is 3.5" sq x 4 1/4" High with adhesive backing.

The Contractor at no cost to the URBAN COUNTY GOVERNMENT will raise manholes of the type that have leveling screws unless the manhole has to be removed. In that case, the payment for the work will be at

the unit price bid. The Division of STREETS & ROADS will provide the Contractor with the wrench to raise these manholes, along with the lock down tabs.

**SIGNING:**

The Contractor will provide proper "Signing" during resurfacing activities to provide proper safety to both vehicular traffic and pedestrians. This shall comply with the American Traffic Safety Services Association Guide for work area traffic control, Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), (Current Edition).

**"NO PARKING" SIGNS:**

The Contractor must post "NO PARKING" signs twenty-four (24) hours in advance on streets or roads to be resurfaced or milled. This will require a safety officer's presence to witness the date and time of installation of the signs to insure that vehicles will be towed. It will be the Contractor's duty to notify and meet with the Police Department. In addition to posting "NO PARKING" signs, Contractor will leave a "notice of work to be performed" at each residence and on vehicles parked on the street at the same time the "NO PARKING" signs are posted. The Division of STREETS & ROADS will furnish the notices and "NO PARKING" signs. No additional payment will be made for this procedure. The contractor must remove all posted "No Parking" signs on Friday if they will not be able to complete the street(s) unless they are working on Saturday or Sunday.

**SAFETY VESTS:**

All members of the paving crew that are on the ground shall wear a type of safety vest that has been approved by KOSH or OSHA.

**WEEKEND WORK:**

There shall be no work on Saturdays or Sundays unless given forty-eight (48) hours written notice to the Director of STREETS & ROADS.

**PERMIT:**

The contractor must obtain a permit for resurfacing forty-eight (48) working hours in advance from the Division of Traffic Engineering of the Lexington-Fayette Urban County Government, 101 E. Vine St., Lexington, Kentucky prior to resurfacing each particular street. Saturdays and Sundays are not considered normal working days. For work to be done on Monday, a permit must be obtained no later than the previous Thursday by 9:00 a.m. For work to be done on:

Tuesday, a permit must be obtained no later than the previous Friday by 9:00 a.m.

Wednesday, a permit must be obtained no later than the previous Monday by 9:00 a.m.

Thursday, a permit must be obtained no later than the previous Tuesday by 9:00 a.m.

Friday, a permit must be obtained no later than the previous Wednesday by 9:00 a.m.



## **SPECIAL PROVISION FOR RUMBLE STRIPS**

Contractor will install rumble strips on the edge of the road in conjunction with the paving operation.

Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat. Correct unacceptable rolled in rumble strips by sawing.

No rumble strips will be required if the section of roadway has a rolled curb, boxed curb, or header curb.

### Method of Payment:

No additional payment will be made for rumble strips as this shall be considered as incidental to the asphalt mixture.

## **SPECIAL PROVISION FOR ROLLING AND SHAPING**

This work shall consist of shaping the gravel base as necessary to produce a uniform appearance and rolling to ensure compaction of the gravel base prior to the construction of a base course.

### Basis of Payment

<u>Pay Item</u>	<u>Pay Unit</u>
Rolling and Shaping	Lump Sum

## **SPECIAL PROVISION FOR TREE DAMAGE**

Description  
Pruning  
Basis of Payment

### Description:

EXTREME CARE shall be used to avoid damage to any trees during the resurfacing contract.

Trees that are damaged shall be pruned to minimize any harmful effects.

### Pruning:

All damaged branches shall be cut with a slanting cut just above a live and healthy bud whenever possible.

All ends of broken and damaged branches shall be removed with a clean cut made flush with a parent timber trunk.

Care shall be taken in pruning to preserve the natural character of the tree.

All cut surfaces over 3/4 inch/19 mm in diameter shall be painted with an approved tree paint.

### Basis of Payment:

The work necessary to maintain the trees will be considered incidental to the resurfacing contract and no separate payment shall be made for such.

## **SPECIAL PROVISION FOR EDGE KEYS**

Description  
Construction  
Measurement and Payment

### **Description**

Edge keys to be either longitudinal or transverse. Shall be used only at the direction of the Division of STREETS & ROADS representative.

### **Construction**

Edge keys to be neat and straight on all edges. Depth of key will be the same as the thickness of the bituminous course to be laid. Width shall be enough to allow a smooth transition, but in no case should be less than 18" (eighteen inches)/0.4575 m, nor more than 36" (thirty-six inches)/0.915 m before laying new bituminous courses. All edge keys shall be cleaned of dust and debris and sprayed with a bituminous tack coat.

### **Measurement and Payment**

Edge keys shall be measured by linear foot. Payment will be by linear foot or meter and prices shall be full compensation for furnishing, hauling, labor, equipment, tools, and all incidentals necessary to complete this work.

### **Basis of Payment**

<u>Pay Item</u>	<u>Pay Unit</u>
Edge Key	Linear foot or meter

## **SPECIAL PROVISION FOR ASPHALT CURB – 6" HIGH**

**Description:** Construct asphalt curbs 6" high and a constant width either by hand or machine.

### **Materials and Equipment:**

Asphalt Materials: For tack and paint coats use:

SS-1H  
SS-1  
C SS-1  
C SS-1H  
AE-60  
RS-1 or  
C RS-1

Asphalt Mixture: Use:

PG64-22 or  
58-22

**Aggregate:** Use a gradation within the master range in the following table:

<u>Sieve Size</u>	<u>Percent Passing</u>
12.5 mm	100%

4.75 mm	60 – 80%
2.36 mm	45 – 65%
300 μm	13 – 25%
75 μm	6 – 12%

Use an asphalt binder with content between 6 to 8 percent by weight of the mixture. When using a porous aggregate, increase the asphalt content as needed to compensate for asphalt absorption by the aggregate. May also use Class "I" surface if installed at the same time as paving the street.

**Machine:**

Furnish a self-propelled machine for placing asphalt curb. Ensure that it is equipped with a material hopper, a distributing screw, and adjustable forming devices and capable of placing and compacting the asphalt mixture in a smooth section free of honeycomb areas.

**Construction:**

The surface should be cleaned where the curb is to be placed. Apply tack at a rate to achieve a residue of approximately 0.05 gallons per square yard of undiluted material. Allow the tack material to cure before covering it.

Apply an asphalt paint coat to the curb after construction.

**Asphalt Curb:**

Quantities will be measured in linear feet along the top of the curb. Tack and paint coats will not be measured for payment but will be considered incidental to this item of work.

**Payment:**

Payment will be made for the completed and accepted quantities under the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Asphalt Curb 6"	Linear Foot

Payment will be full compensation for all work required under Asphalt Curb 6".

**BITUMINOUS PAVEMENT MILLING AND TEXTURING**

This Special Provision shall apply when indicated in the proposal.

**Description**

This work shall consist of improving the profile, cross section, and surface texture of an existing bituminous pavement, and shall include all labor, materials, equipment, and incidentals necessary to complete the work, including disposal of all resultant cuttings.

**Construction Requirements**

**Equipment**

The equipment for milling and texturing the pavement shall be a power-operated, self-propelled planing machine or grinder capable of removing bituminous concrete to the required depth, profile, cross slope, and

surface texture. The machine shall be capable of accurately establishing profile grades by referencing from either the existing pavement or from an independent grade control, and shall have positive means for controlling cross slope. The machine shall have a floating moldboard with sufficient down pressure to plane the milled surface. The machine shall have an effective means of removing cuttings from the pavement and for preventing dust from escaping into the air.

The textured pavement shall be thoroughly swept immediately behind the machine and all materials swept up shall be loaded and hauled away. A water truck shall be furnished and used to control dust from the work, when deemed necessary by the Director of STREETS & ROADS or his representative.

Supplemental equipment shall be provided as necessary to remove material adjacent to curbs, railroad crossings, and other areas that cannot be removed by the milling machine.

#### Milling and Texturing

- (1) General – After milling and texturing, the finished surface shall provide a smooth riding surface free from gouges, ridges, oil film, and other imperfections of workmanship, having a uniform texture, and true to the required grade and cross section. The elevation of the longitudinal edges of adjacent cuts shall not be more than 1/8 inch/4 mm. When practical, vertical longitudinal faces shall not be left during non-working hours in areas exposed to public traffic. When it is necessary to expose public traffic to vertical longitudinal faces, the faces shall be no more than 1 ¼ inches/30 mm in height and shall be tapered in a manner approved by the STREETS & ROADS representative to avoid creating a hazard for traffic.
- (2) When directed by the STREETS & ROADS representative a partial Milling and Texturing technique will be used. In this method the area to be milled and textured will be six feet (6') wide starting one inch (1") deep starting at the curb line and tapering to zero (0) six feet from the curb.

Where sound pavement has been gouged, torn, or otherwise damaged during the milling operations, or damage is done to any other property of any kind including utility frames, grates, covers, curbs, driveways or sidewalks, repairs shall be made by the CONTRACTOR at no cost to the Lexington-Fayette Urban County Government.

- (3) Cut more than 1-inch– Where a cut deeper than 1-inch required. The depth of the cut shall be determined by the Streets & Roads Representative. The cut shall be measured at the edge of the cutting drum. Each cut shall be completed over the entire length and width of the area; the next cut shall not be started until the area has been examined by the STREETS & ROADS representative and the representative determines that additional cutting is necessary or desirable.

The depth of cut indicated in the Contract is approximate only. The STREETS & ROADS representative on the project will determine the actual depth of cut.

- (4) Texture – The texture shall be uniform throughout the project and shall provide, in the judgment of the STREETS & ROADS representative, a satisfactory riding surface.
- (5) Surface Tolerance – The finished surface after the final cut shall not show a deviation greater than 1/8 inch/4 mm from a 10-foot/3 meter straightedge, and the cross slope shall not deviate more than 3/8 inch/10 mm in 10 feet/3 meters. All irregularities exceeding these limits shall be corrected.
- (6) Approaches and Tapers – Approaches and tapers shall be acceptably textured when required by the STREETS & ROADS representative. The STREETS & ROADS representative will determine length, width, and depth of cut on approaches and tapers. The approaches and tapers shall match the finished cut on the main line and shall be transitioned to the existing surface to with +/- 1/8 inch/4 mm.

- (7) Hauling - Unless otherwise specified, the cuttings shall be delivered to the Lexington-Fayette Urban County Government, STREETS & ROADS Maintenance Facility at 675 Byrd Thurman Drive and/or 1313 ½ Old Frankfort Pike. The STREETS & ROADS representative will make the site determination on site of the milling. STREETS & ROADS will be responsible for stockpiling the material at both locations.
- (8) Milled Streets - all milled streets **must** have a scratch coat or be resurfaced within 48 hours of being milled. No street will be left milled over a weekend or a holiday period.
- (9) Manholes - Any manholes that are higher than the milled surface shall be covered using a manhole protector to provide safety to vehicles or by using asphalt to provide a smooth transition over the manhole. **In no case shall the manhole be left exposed.**

**Adjusting Small Drainage Structures**

The CONTRACTOR shall keep all small drainage structures, utility valves, etc. free of cuttings and other debris during the milling operation.

**Method of Measurement**

Bituminous Pavement Milling and Texturing - The material removed from areas acceptably milled and textured will be measured in tons.

The CONTRACTOR will make all necessary arrangements to have material weighed and verified to be correct as to tons hauled. No additional payment will be made for this.

Water used to control dust will not be measured for separate payment but will be considered incidental to the milling and texturing.

**Basis of Payment**

Bituminous Pavement Milling and Texturing - The accepted quantity of Bituminous Pavement Milling and Texturing will be paid for at the contract unit price per ton, which payment will be full compensation for all labor, materials, equipment, and incidentals necessary to mill and texture the pavement, and control dust. When the Contract does not include a separate bid item for Hauling Cuttings, then payment for Bituminous Pavement Milling and Texturing shall also include full compensation for all hauling necessary to deliver the cuttings.

Payments will be made under:

<u>Pay Items</u>	<u>Pay Unit</u>
Milling and Texturing - Full Pavement	Ton
Milling and Texturing - Partial Pavement	Ton

**SPECIAL PROVISION FOR POLYPROPYLENE FIBER – REINFORCED BITUMINOUS CONCRETE MIXTURES**

**Description**

This work shall consist of furnishing all materials and placement of fiber-reinforced bituminous concrete courses.

This work is intended to provide bituminous material having increased rutting resistance. **SPECIAL ATTENTION** shall be given to all aspects of the work to ensure that only high quality materials, equipment, and workmanship are utilized at all times.

**Materials**

- A. FIBERS – The fibers for reinforcement of bituminous mixtures shall be polypropylene, and be specifically manufactured for use in bituminous concrete mixes. The job mix shall include a minimum of 6 pounds of fibers per ton of mix. The fibers shall have a uniform singular shape, a uniform singular color, and the manufacturer shall provide documentation or certification that the following properties are met:

Material:	Polypropylene
Denier per filament:	4 +/- 1
Length:	10 +/- 2mm
Crimps:	None
Tensile Strength:	40,000 psi, minimum
Melting Point:	290 degrees F, minimum
Asphalt Retention:	35x @ 280 degrees F
Elongation:	100% minimum
Specific Gravity:	0.91
Alkali Resistance:	100% Strength Retained
(HCl solution at 70 degrees F)	
Shrink Test:	0% at 295 degrees F
Acid Resistance	
(HCl solution at 70 degrees F)	100% Strength Retained
Asphalt Affinity Test:	Equal to or more than 7.0 lbs.
Moisture Regain at	Less than 0.1%
(70 degrees F + 50% RH)	
U.V. Stability:	Min. 50% greater than natural
Glass Transition Temperature:*	-18 C (0 F)

\*GTT is the temperature at which a fiber loses its flexibility and becomes brittle; therefore, it would tend to easily break, and as in the case of asphalt reinforcement, would lose its value.

- B. MIXTURE REQUIREMENTS – The bitumen content shall be increased (normally 0.3%) to account for the added surface area taken up by the fiber.

The polypropylene fibers shall be added to the mix at the rate of six pounds per ton of mix.

1. At least two weeks prior to the start of asphalt concrete production, the manufacturer of the fiber shall furnish the following information and samples to the Division of STREETS & ROADS:
  - a. Certified test data for the fibers
  - b. A 10 foot uncut sample (tow) of the fiber

STREETS & ROADS will use this information from testing to determine the acceptability of the fibers.

2. The CONTRACTOR will obtain a random 0.5-pound sample of the finished fibers for each 25,000 pounds of fiber to be used on the project and these samples will be test to assure consistency of quality.

- C. MIXING – Prior to the start of full production, the CONTRACTOR shall produce a test batch of fiber asphalt concrete to demonstrate to STREETS & ROADS how the fibers will be introduced and mixed into the asphalt concrete. The Director will determine the acceptability of the fiber asphalt concrete mixture at this time. If during production, the CONTRACTOR starts producing an unsatisfactory mix, production shall cease until the CONTRACTOR can produce a satisfactory test batch as described above.

When a batch type plant is used, the fibers shall be added as per the manufacturer's recommendation to the heated aggregate prior to introduction of the asphalt cement. The aggregate and fibers shall be mixed for minimum of 20 (twenty) seconds after introduction of the fibers. Mixing time may be increased if satisfactory results are not obtained.

When a drum mix type plant is used, the fibers shall be introduced into the aggregates by the reclaimed material feed system or by an adjustable pipe near the bitumen feed pipe.

The CONTRACTOR shall provide suitable means to calibrate and check the rate and quantity of fibers being added. Such checks will be performed when deemed necessary by STREETS & ROADS.

The manufacturer's technical representative of the polypropylene fiber shall be available during the initial start up. If the Streets & Roads Representative requests.

- D. MIXTURE CONTROL – Mixture temperature control is critical. The fiber mixture must not be over-heated. The maximum temperature of the aggregate shall not exceed 290 degrees F. The asphalt cement temperature shall not exceed 300 degrees F. The temperature of the finished mixture shall not exceed 290 degrees F. Mixture found to have been heated above 290 degrees F may be rejected. Any mixture found at such temperature shall be evaluated. If placed, the resulting pavement may be required to be removed and replaced, left in place with suitable price adjustment, etc. The lay down temperature of the fiber mix will be no higher than 290 degrees F nor lower than 260 degrees F.
- E. CERTIFICATION OF UTILIZATION – The CONTRACTORS CERTIFICATION OF UTILITIZATION OF BITUMINOUS MIXTURE MODIFIERS form shall be completed and submitted as indicated on the form.
- F. METHOD OF MEASUREMENT – Measurement of the bituminous concrete mixture, including the fibers, will be by the ton.
- G. BASIS OF PAYMENT – Payment for the accepted quantity of the bituminous mixture specified at the contract unit price shall be full compensation for all work and materials necessary to furnish and place the mixture including the fibers, and including any special equipment or extra labor necessary, any special mixing, placing, or compacting procedures and all incidentals associated with construction of the fiber reinforced pavement.

**TRAFFIC MARKINGS**

Contractor shall be responsible for replacing the lane markings. Temporary and/or permanent markings shall be maintained at all times. Markings shall meet the Kentucky Transportation Cabinet Standard Specifications.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
6" Asphalt Milling and Texturing	Ton
4" C 4 Base 1.0D, PG 76-22	Ton
2" C 4 Surface 0.38D, PG 76-22	Ton

**PAVEMENT MARKING**

DESCRIPTION:

This special note covers requirements for pavement markings to be furnished and applied by the Contractor.

Special markings, such as crosswalks and railroad crossings, are required unless otherwise specified.

Section references herein are to the Department's Standard Specifications for Road and Bridge CONSTRUCTION, EDITION OF 2008.

PAVEMENT STRIPING:

- A. Criteria for Use

1. If there are no centerline pavement markings on the existing pavement at the time the project is advertised for bids, no markings will be required, unless otherwise specified.
2. Pavement markings shall be applied when any course of a new pavement is driven over by the public, or on each course constructed on resurfacing projects including patching, milling, leveling, and wedging courses, except when existing centerline markings have not been obscured and are plainly visible. Pavement marking material for centerlines and lane lines shall be installed on the top course constructed every day before sunset that day unless otherwise indicated in the plans or proposal. The installation of edge line markings may be deferred until all shoulder paving is complete. When rain or other unavoidable occurrences prevent marking before sunset, it shall be done as soon as conditions permit during daylight hours.
3. On resurfacing, pavement restoration, and pavement rehabilitation projects, pavement markings on courses to be overlaid shall consist of centerline and lane line markings. No-passing zones will be located as outlined in Section E, Records. Markings on the final surface course shall include edge line markings if they were in place on the existing pavement at the time the project was advertised for bids. On all other projects, the markings to be placed will be as specified in the contract or as otherwise designated by the STREETS & ROADS Representative. Centerline markings, those separating traffic moving in opposite directions, shall be yellow in color. Lane line markings, those separating traffic moving in the same direction, shall be white in color. These markings shall be skip lines and solid lines as required by Part III of the Manual on Uniform Traffic Control Devices (MUTCD). Skip lines shall meet requirements of Paragraph II.C.5 herein. Edge lines shall be solid lines and the color shall be determined by Part III of the MUTCD.
4. Final markings, as described above, shall be applied to Portland Cement concrete pavement before opening the highway to the public.

B. Materials

Materials for striping may be paint with glass beads.

The paint must generally comply with specifications for Type III Chlorinated Rubber-Alkyd type paint, as described in Federal Specifications TT-P-115E, with the following exceptions:

- (1) The weight per gallon must exceed 12.00 lbs.
- (2) Drying time must not exceed one minute to touch nor five minutes to no pick up when applied at 120 degrees F.
- (3) The viscosity at 77 degrees F must be 75-90 Krebs Units.
- (4) The percent of pigment by weight must be 45-55 percent.  
materials noted below, in excess of the minimum weight in pounds per gallon of paint:
- (5) Composition of the pigment must include a portion of the following

	<u>White</u>	<u>Yellow</u>
Titanium Dioxide	1.00	0.25
Magnesium Silicate	2.20	2.20
Zinc Oxide	0.25	0.25
Calcium Carbonate	2.20	2.00
Chrome Yellow	0	1.00



- (6) Composition of the vehicle must include a portion of the following materials noted below, in excess of the minimum weight of pounds per gallon of paint:

	<u>White</u>	<u>Yellow</u>
Alkyd Resin Solution	1.00	1.00
Chlorinated Rubber	1.00	1.00
Chlorinated Paraffin	0.75	0.75
Methyl Ethyl Ketone	2.00	1.75
Toluene	0.25	0.25
Xylene	0.3	0.3

- (7) The vehicle must include trace amounts, to exceed 0.01 pounds per gallon of paint, of lead drier, cobalt drier and anti-skinning agent.
- (8) All bids should include documentation of actual chemical composition and reference to governmental agencies and specifications whereby the materials bid are successfully being used. The Lexington-Fayette Urban County Government reserves the right to reject delivered materials if a laboratory examination determines that the composition does not conform to the documentation included with the bid.

C. Application of Striping

- Application and maintenance of pavement striping shall be as specified in Section 746.05. Paint shall be applied at a rate of not less than 38.8 liters per kilometer (16.5 gallons per mile) of solid 102-millimeter (4-inch) line and 58.3 liters per kilometer (24.8 gallons per mile) of solid 152-millimeter (6-inch) line. Glass beads shall be applied at a rate of not less than 0.6 kilograms per liter (5 pounds per gallon) of paint. Pavement striping shall be maintained throughout the duration of the project at no additional cost to the Lexington-Fayette Urban County Government.
- All Pavement Striping (Temporary) shall be 102 millimeters (4 inches) in width.
- The 102-millimeter (4-inch) lines shall have clean edges and shall not be less than 102 millimeters (4 inches) or more than 152 millimeters (6 inches) nor more than 203 millimeters (8 inches) in width. These tolerances may not apply when deviations are caused by undulation in the pavement surface.
- The skip lines shall have stripe-to-gap ratio of 3-meter (10-foot) paint stripe to a 9.1-meter (30-foot) gap. The length of the stripe shall not be less than 3.0 meters (10 feet) nor longer than 3.2 meters (10 feet 6 inches). The stripe-gap cycle shall not be less than 12.0 meters (39 feet 6 inches) nor longer than 12.3 meters (40 feet 6 inches).

D. Application Equipment

- The striper used for the markings on the final course must be self-propelled and capable of heating the paint to provide uniform flow and enhance quick drying of the paint.

This striper must have a guide boom or optical pointer in order to attain smooth and straight lines. The equipment must use air pressure or pump pressure to maintain proper paint pressure at all times. The equipment shall be capable of applying a single line or parallel lines of the specified width and in any combination of a skip line and a solid line in one pass.

- The equipment shall be equipped with a paint cutoff device to provide clean, square marking ends of the paint lines.

F. Marking Removal

Any markings done in error or which do not conform to the traffic operation in use must be removed. Markings may be removed by either an abrasion or burning process to the satisfaction of the Lexington-Fayette Urban County Government. Painting of existing markings with bituminous or other material to obliterate the markings shall not be allowed.

MEASUREMENT AND PAYMENT:

Pavement striping will be measured by the linear foot. Measurement of pavement striping for payment will be made only once per course. Payment will be made under:

<u>ITEM</u>	<u>UNIT</u>
102-mm (4") Pavement Striping, (Temporary)	meter or linear foot
102-mm (4") Pavement Striping, (Permanent)	meter or linear foot
152-mm (6") Pavement Striping, (Temporary)	meter or linear foot
152-mm (6") Pavement Striping, (Permanent)	meter or linear foot

MAINTENANCE AND PROTECTION:

All foreign materials shall be removed from the surface of each course before rolling or before placing the following covering courses.

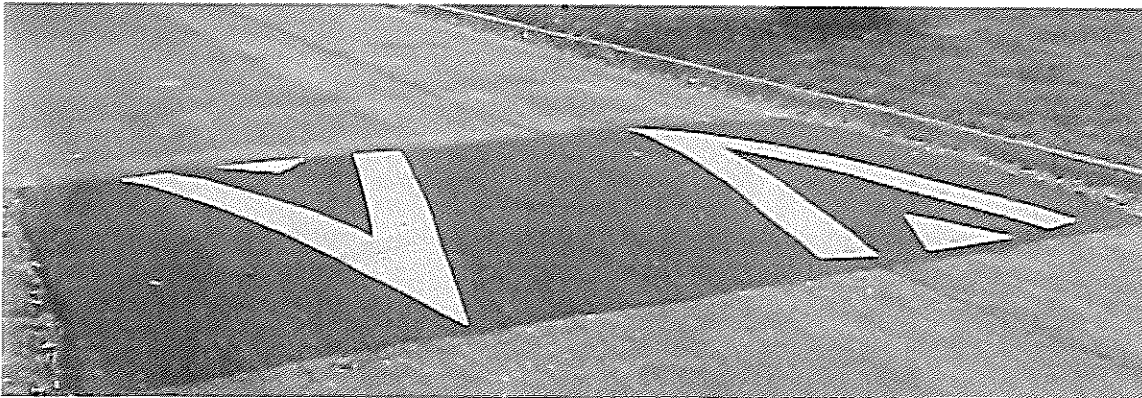
The Contractor shall provide necessary flagmen, barricades, warning signs, and flashing arrows when required, to protect all sections of newly compacted base, binder, and surfaces from traffic until each has hardened sufficiently to bear traffic without undue distortion, and to provide for public convenience and safety as specified in Section 107 of KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2012.

# Asphalt Speed Hump Bid Specifications for Price Contract

Prepared by the Lexington-Fayette Urban County Government  
Division of Traffic Engineering

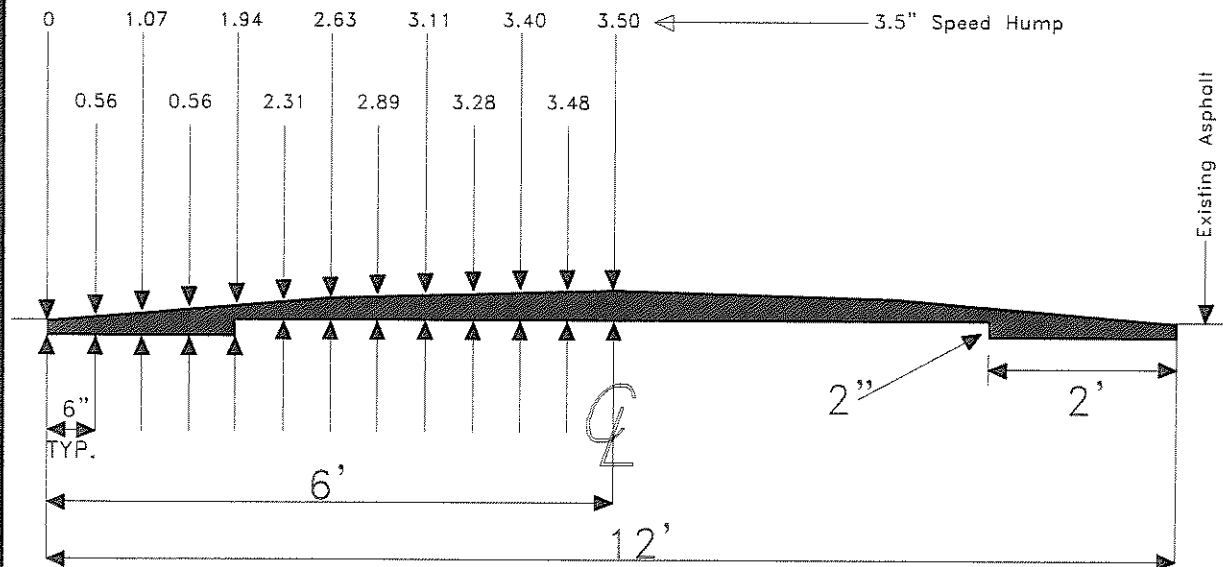
January 9, 2009

- The contractor will provide all labor, materials and installation equipment. Materials and workmanship are to meet LFUCG standards.
- Asphalt speed humps are to be constructed to LFUCG and *Institute of Transportation Engineers (ITE)* standard cross-sections and are to be 12' in length along the roadway. Asphalt speed humps are to be constructed as shown on the attached schematic and are to be referenced as 3.5" speed humps. (See Speed Hump Cross Section – page 2)
- It is strongly recommended that the successful contractor construct a template that can be used to insure that the proper cross-sectional tolerances are met. The LFUCG will utilize a template to verify that the cross-section meets LFUCG standards. The LFUCG Division of Traffic Engineering will inspect each hump after it has been completed to insure that proper tolerances are met and that the desired cross-section is constructed.
- A 2"x24" key is to be milled at each end of the speed hump to lock the speed hump into the existing asphalt roadway.
- Tack coat is to be applied at each speed hump location to insure proper bond of the new surface to the old surface.
- Old surface and keyed area to be thoroughly cleaned prior to new asphalt placement.
- Asphalt speed humps installed on roadways with no curb and gutter are to be constructed with uniform cross-section to the end of the pavement edge.
- Asphalt speed humps installed on roadways with curb and gutter are to be installed to the edge of the gutter pan and are to be tapered to the gutter pan starting 12" from the end of the speed hump (edge of the gutter pan).
- 12" wide hot melt pavement markings are to be applied to each speed hump and are to meet LFUCG Division of Traffic Engineering requirements. (See attached *MUTCD 2003 Edition* striping layout schematic and bid specifications – pages 3-5). **Markings are to be installed as soon as possible after the speed humps are in place.**
- **The contractor has 20 working days from the date of notification to complete the installation.**
- The contractor is to notify the Division of Traffic Engineering of the scheduled installation date and must obtain the necessary permits to perform the work including but not limited to a Lane Blockage Permit from the Division of Traffic Engineering.
- The Division of Traffic Engineering reserves the right to have an inspector on site to insure that proper procedures are being followed and the speed hump installation meets LFUCG standards.

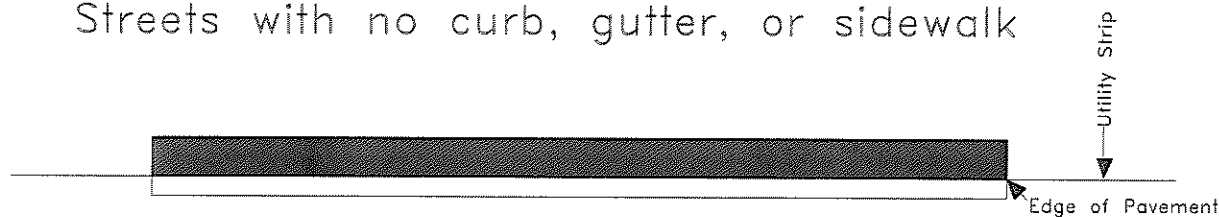


# SPEED HUMP CROSS-SECTION

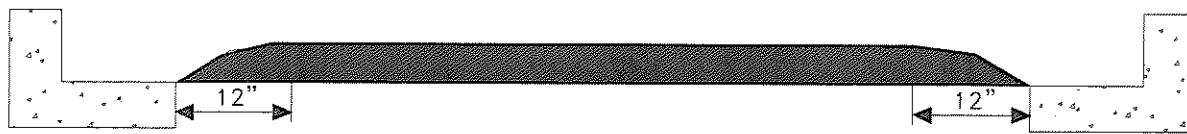
Speed Hump cross-section along street



Streets with no curb, gutter, or sidewalk



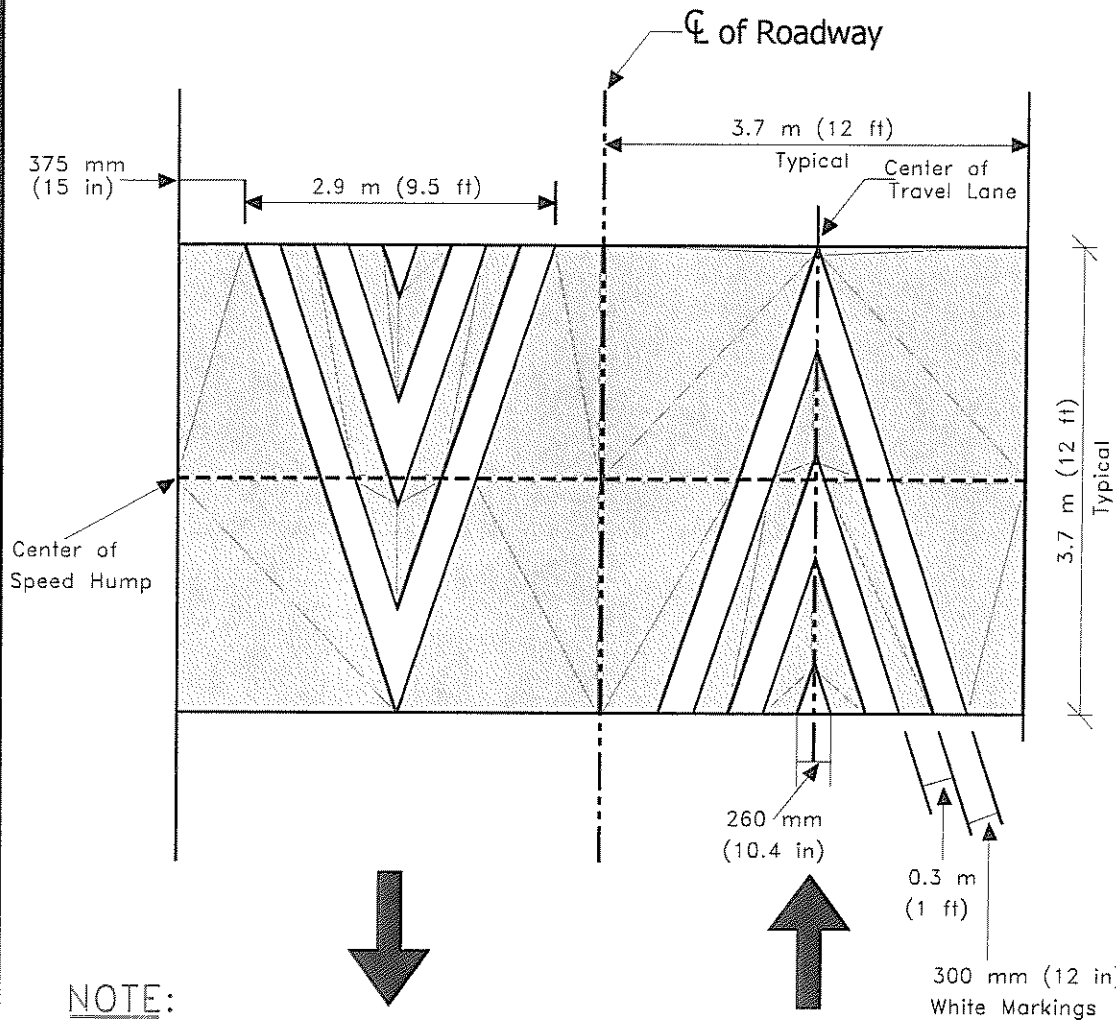
Streets with curb, gutter, and sidewalk



## Notes:

1. A 2'X2" key is to be milled at each end of the hump.
2. Tack coat is to be applied at each speed hump location.

# SPEED HUMP STRIPING



**NOTE:**

12" WIDE HOT MELT MARKINGS ARE TO BE USED ON EACH SPEED HUMP AND ARE TO MEET LFUCG DIVISION OF TRAFFIC ENGINEERING REQUIREMENTS.

# Striping Specifications

## HOT MELT MARKINGS SPECIFICATIONS

### 1. GENERAL :

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retroreflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

The Lexington-Fayette Urban County Government, Division of Traffic Engineering reserves the right to reject any and all materials or to waive portions of these specifications.

- 1.1 The material must be resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.
- 1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.
- 1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

### 2. MATERIAL :

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, glass beads with have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to AASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

- 2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.
- 2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet.

### 3. PIGMENTS:

- 3.1 White - Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

# Striping Specifications

3.2 Yellow - Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

4. **HEATING INDICATORS:**

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to properly gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303.

If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be installed at a minimum thickness of 125 mils (3.155 mm), unless otherwise stated.

7. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

8. **APPLICATION:**

8.1 Asphalt - The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

8.2 Concrete - The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

In addition to requirements listed above, all materials will comply with the requirements and/or specifications and testing as listed in the "Standard Specifications For Road and Bridge Construction, Edition of 2000" (or later) as published by the Kentucky Transportation Cabinet/Department of Highways.

Dated: January, 2001

# Asphalt Speed Table Bid Specifications for Price Contract

Prepared by the Lexington-Fayette Urban County Government  
Division of Traffic Engineering

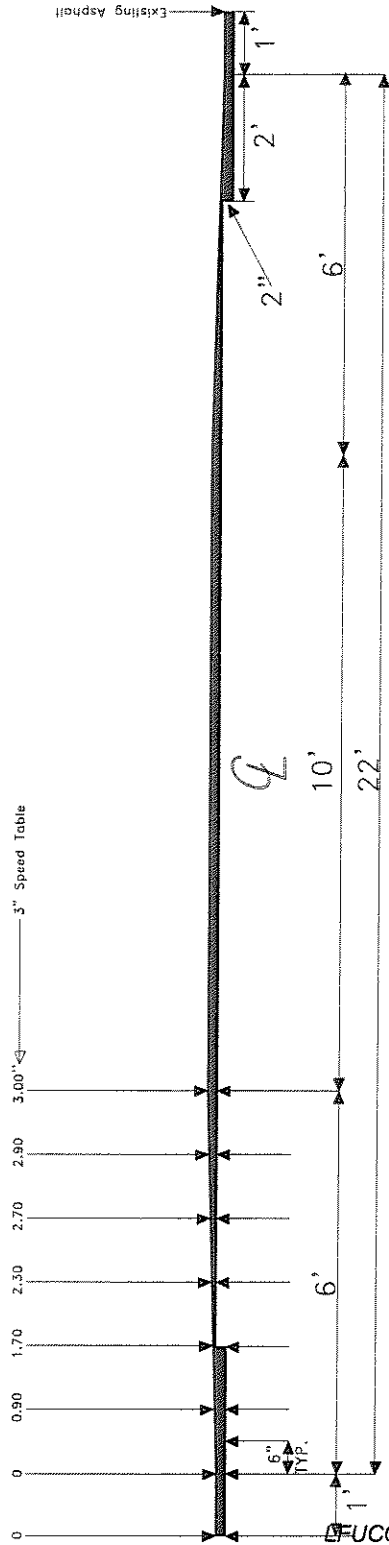
January 9, 2009

- The contractor will provide all labor, materials and installation equipment. Materials and workmanship are to meet LFUCG standards.
- Asphalt speed tables are to be constructed to LFUCG and *Institute of Transportation Engineers (ITE)* standard cross-sections and are to be 22' in length along the roadway. Asphalt speed tables are to be constructed as shown on the attached schematic and are to be referenced as 3" speed tables. (See Speed Table Cross Section – page 2)
- It is strongly recommended that the successful contractor construct a template that can be used to insure that the proper cross-sectional tolerances are met. The LFUCG will utilize a template to verify that the cross-section meets LFUCG standards. The LFUCG Division of Traffic Engineering will inspect each table after it has been completed to insure that proper tolerances are met and that the desired cross-section is constructed.
- A 2"x36" key is to be milled at each end of the speed hump to lock the speed table into the existing asphalt roadway.
- Tack coat is to be applied at each speed table location to insure proper bond of the new surface to the old surface.
- Old surface and keyed area to be thoroughly cleaned prior to new asphalt placement.
- Asphalt speed tables installed on roadways with no curb and gutter are to be constructed with uniform cross-section to the end of the pavement edge.
- Asphalt speed tables installed on roadways with curb and gutter are to be installed to the edge of the gutter pan and are to be tapered to the gutter pan starting 12" from the end of the speed hump (edge of the gutter pan).
- 12" wide hot melt pavement markings are to be applied to each speed table and are to meet LFUCG Division of Traffic Engineering requirements. (See attached *MUTCD 2003 Edition* striping layout schematic and bid specifications – pages 3-6). **Markings are to be installed as soon as possible after the speed tables are in place.**
- **The contractor has 20 working days from the date of notification to complete the installation.**
- The contractor is to notify the Division of Traffic Engineering of the scheduled installation date and must obtain the necessary permits to perform the work including but not limited to a Lane Blockage Permit from the Division of Traffic Engineering.
- The Division of Traffic Engineering reserves the right to have an inspector on site to insure that proper procedures are being followed and the speed table installation meets LFUCG standards.

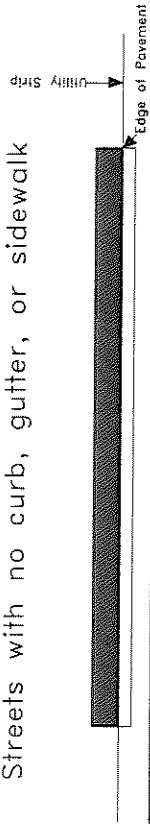


# 22' SPEED TABLE CROSS-SECTION

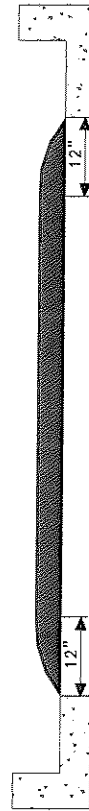
Speed Table cross-section along street



Streets with no curb, gutter, or sidewalk



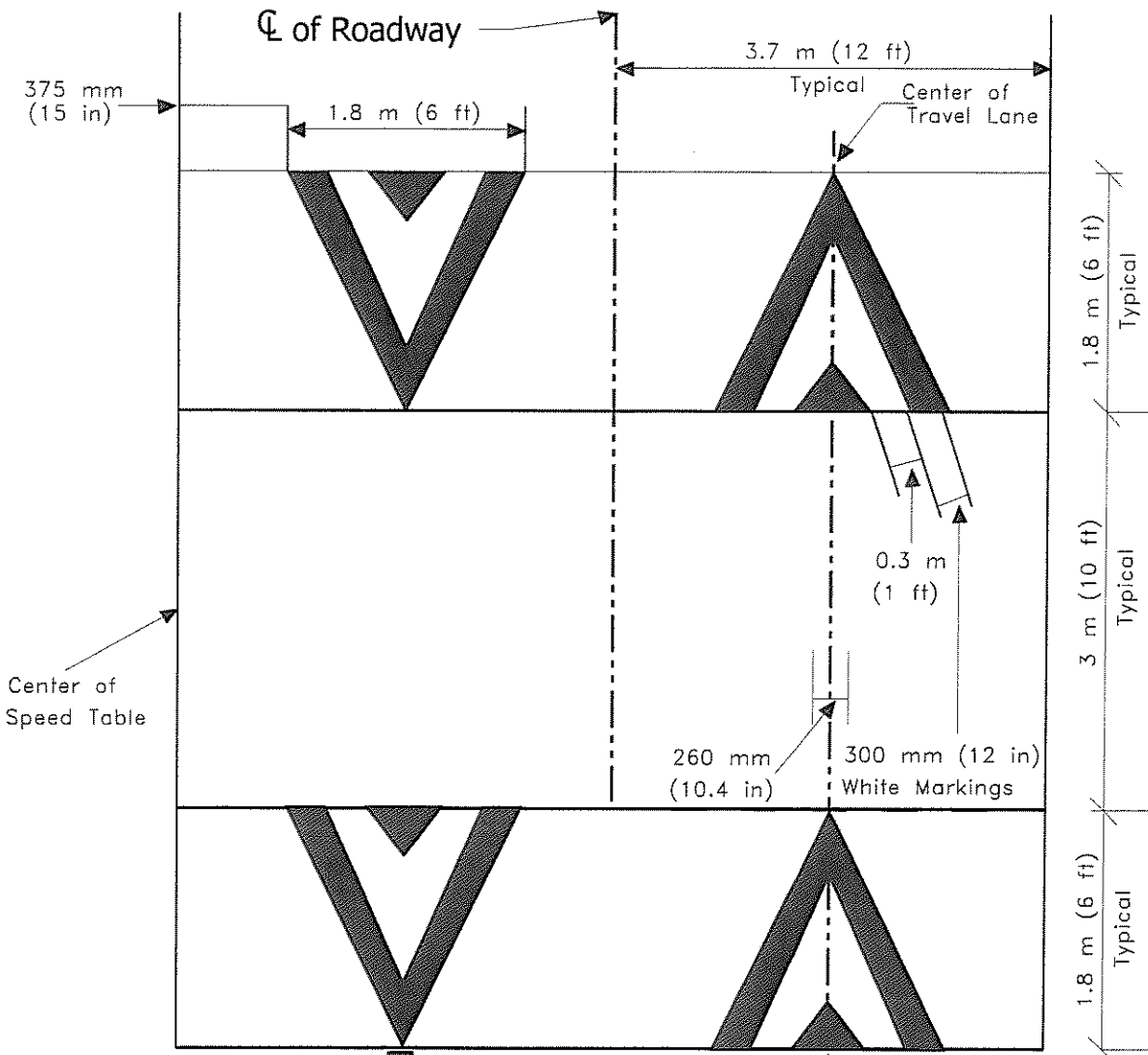
Streets with curb, gutter, and sidewalk



Notes:

1. A 2"X3' key is to be milled at each end of the table.
2. Tack coat is to be applied at each speed table location.

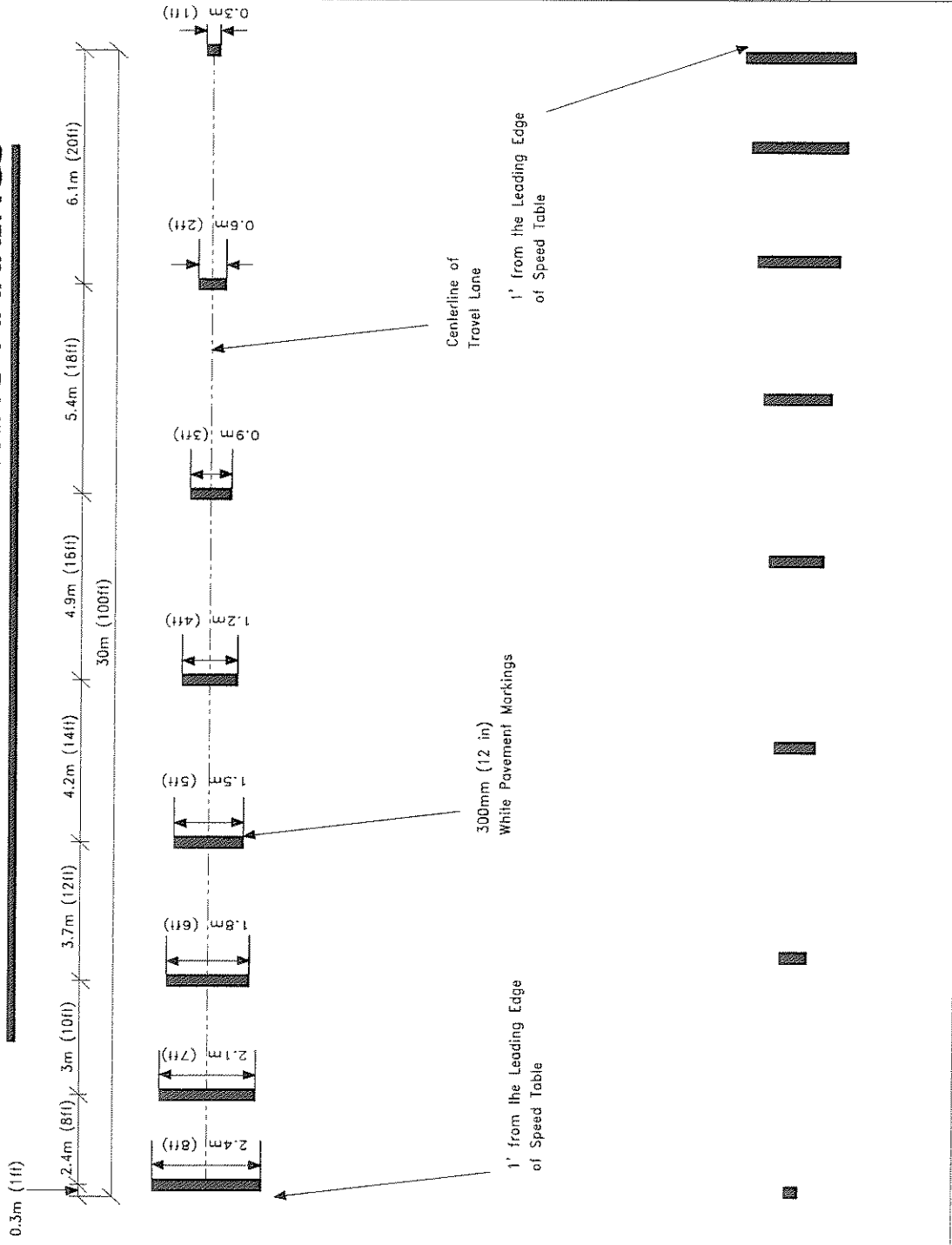
# SPEED TABLE STRIPING



**NOTE:**

12" WIDE HOT MELT MARKINGS ARE TO BE USED ON EACH SPEED TABLE AND ARE TO MEET LFUCG DIVISION OF TRAFFIC ENGINEERING REQUIREMENTS.

# SPEED TABLE ADVANCE WARNING MARKINGS



# Striping Specifications

## HOT MELT MARKINGS SPECIFICATIONS

### 1. GENERAL :

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retroreflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

The Lexington-Fayette Urban County Government, Division of Traffic Engineering reserves the right to reject any and all materials or to waive portions of these specifications.

- 1.1 The material must be resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.
- 1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.
- 1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

### 2. MATERIAL :

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, glass beads with have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to AASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

- 2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.
- 2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet.

### 3. PIGMENTS:

- 3.1 White - Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

# Striping Specifications

3.2 Yellow - Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

4. **HEATING INDICATORS:**

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to properly gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303.

If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be installed at a minimum thickness of 125 mils (3.155 mm), unless otherwise stated.

7. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

8. **APPLICATION:**

8.1 Asphalt - The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

8.2 Concrete - The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

In addition to requirements listed above, all materials will comply with the requirements and/or specifications and testing as listed in the "Standard Specifications For Road and Bridge Construction, Edition of 2000" (or later) as published by the Kentucky Transportation Cabinet/Department of Highways.

Dated: January, 2001

# Asphalt Speed Table Bid Specifications for Price Contract

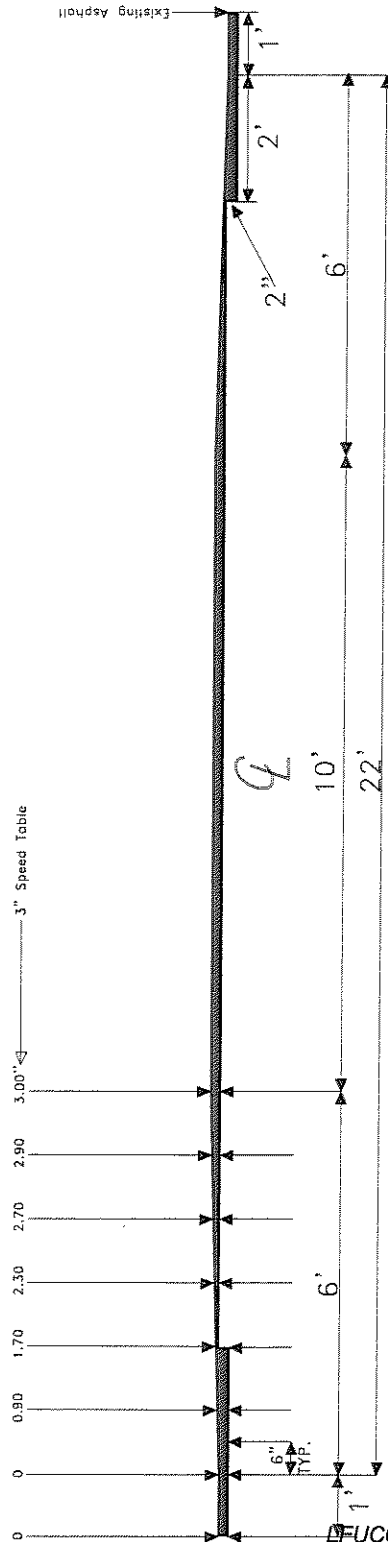
Prepared by the Lexington-Fayette Urban County Government  
Division of Traffic Engineering

January 9, 2009

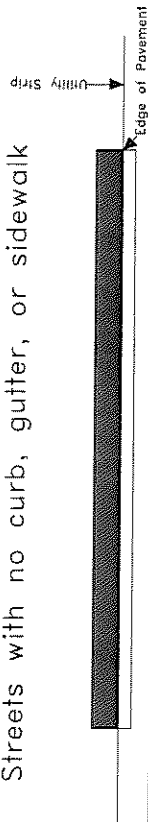
- The contractor will provide all labor, materials and installation equipment. Materials and workmanship are to meet LFUCG standards.
- Asphalt speed tables are to be constructed to LFUCG and *Institute of Transportation Engineers (ITE)* standard cross-sections and are to be 22' in length along the roadway. Asphalt speed tables are to be constructed as shown on the attached schematic and are to be referenced as 3" speed tables. (See Speed Table Cross Section – page 2)
- It is strongly recommended that the successful contractor construct a template that can be used to insure that the proper cross-sectional tolerances are met. The LFUCG will utilize a template to verify that the cross-section meets LFUCG standards. The LFUCG Division of Traffic Engineering will inspect each table after it has been completed to insure that proper tolerances are met and that the desired cross-section is constructed.
- A 2"x36" key is to be milled at each end of the speed hump to lock the speed table into the existing asphalt roadway.
- Tack coat is to be applied at each speed table location to insure proper bond of the new surface to the old surface.
- Old surface and keyed area to be thoroughly cleaned prior to new asphalt placement.
- Asphalt speed tables installed on roadways with no curb and gutter are to be constructed with uniform cross-section to the end of the pavement edge.
- Asphalt speed tables installed on roadways with curb and gutter are to be installed to the edge of the gutter pan and are to be tapered to the gutter pan starting 12" from the end of the speed hump (edge of the gutter pan).
- 12" wide hot melt pavement markings are to be applied to each speed table and are to meet LFUCG Division of Traffic Engineering requirements. (See attached *MUTCD 2003 Edition* striping layout schematic and bid specifications – pages 3-6). **Markings are to be installed as soon as possible after the speed tables are in place.**
- **The contractor has 20 working days from the date of notification to complete the installation.**
- The contractor is to notify the Division of Traffic Engineering of the scheduled installation date and must obtain the necessary permits to perform the work including but not limited to a Lane Blockage Permit from the Division of Traffic Engineering.
- The Division of Traffic Engineering reserves the right to have an inspector on site to insure that proper procedures are being followed and the speed table installation meets LFUCG standards.

# 22' SPEED TABLE CROSS-SECTION

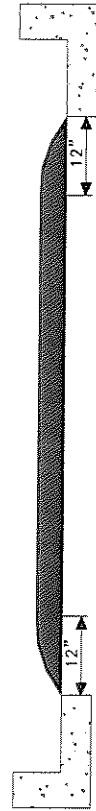
Speed Table cross-section along street



Streets with no curb, gutter, or sidewalk



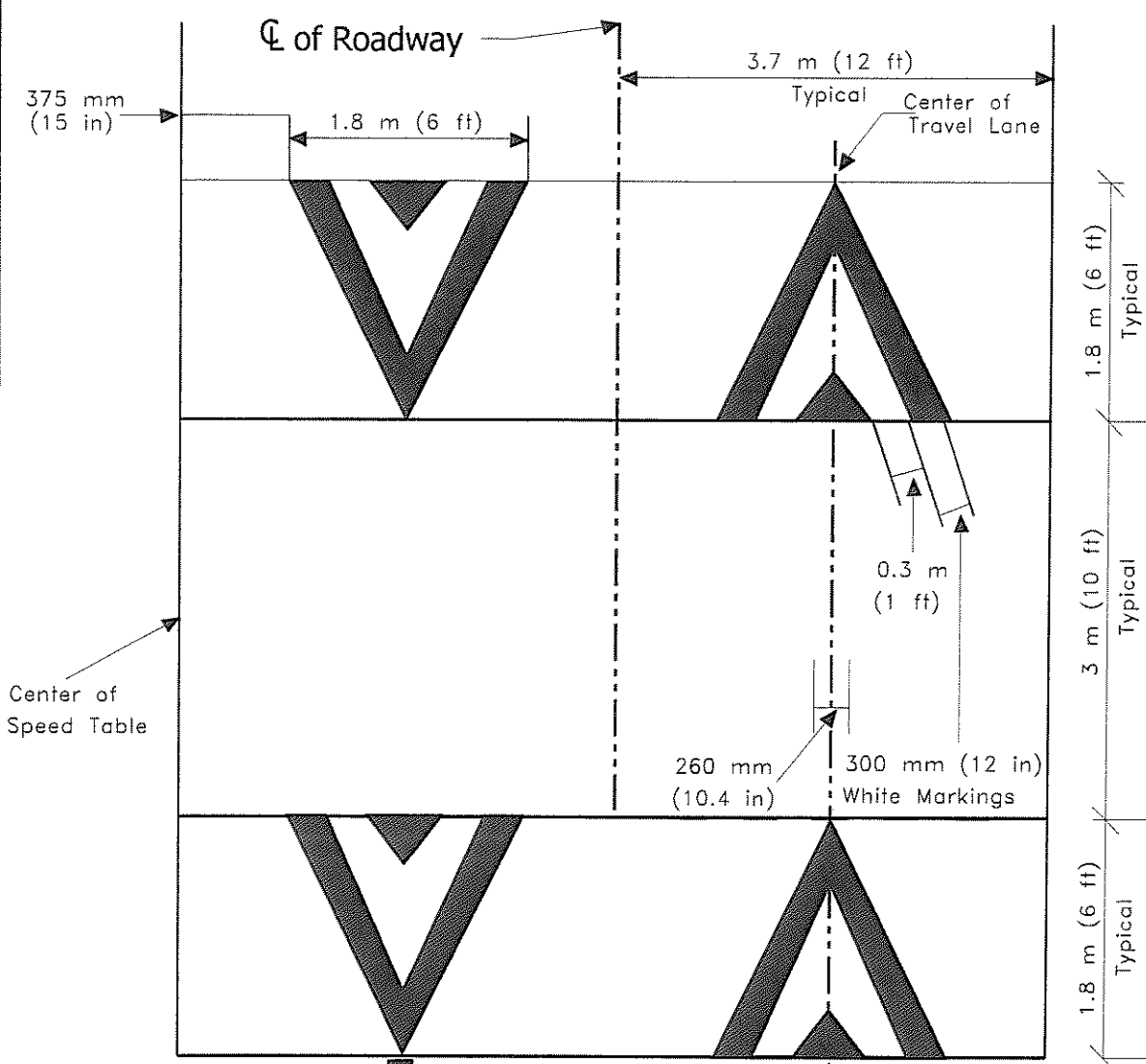
Streets with curb, gutter, and sidewalk



**Notes:**

1. A 2''x3' key is to be milled at each end of the table.
2. Tack coat is to be applied at each speed table location.

# SPEED TABLE STRIPING

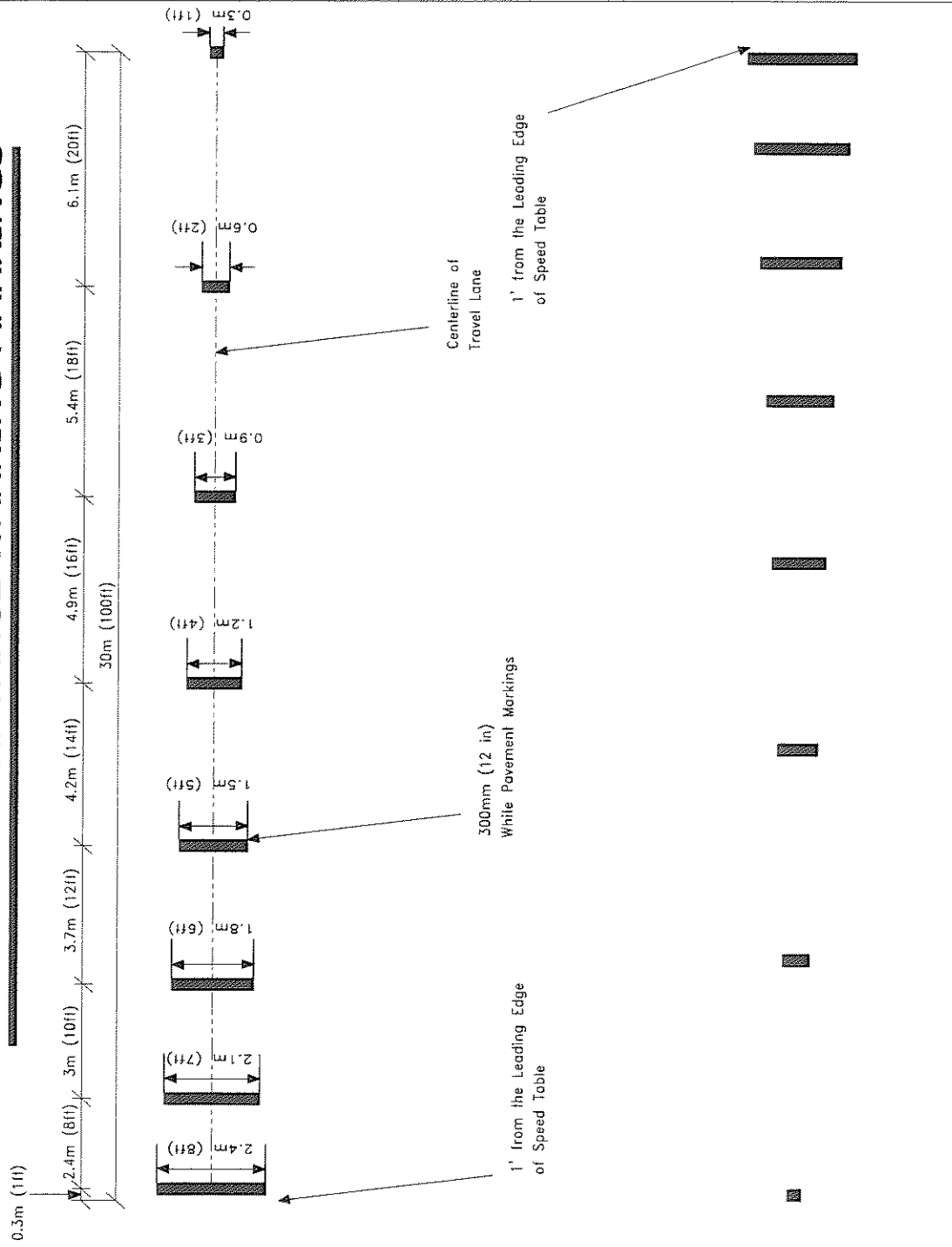


**NOTE:**

12" WIDE HOT MELT MARKINGS ARE TO BE USED ON EACH SPEED TABLE AND ARE TO MEET LFUCG DIVISION OF TRAFFIC ENGINEERING REQUIREMENTS.



# SPEED TABLE ADVANCE WARNING MARKINGS



# Striping Specifications

## HOT MELT MARKINGS SPECIFICATIONS

### 1. GENERAL :

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retroreflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

The Lexington-Fayette Urban County Government, Division of Traffic Engineering reserves the right to reject any and all materials or to waive portions of these specifications.

- 1.1 The material must be resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.
- 1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.
- 1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

### 2. MATERIAL :

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, glass beads with have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to AASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

- 2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.
- 2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet.

### 3. PIGMENTS:

- 3.1 White - Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

# Striping Specifications

3.2 Yellow - Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

4. **HEATING INDICATORS:**

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to properly gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303.

If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be installed at a minimum thickness of 125 mils (3.155 mm), unless otherwise stated.

7. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.

8. **APPLICATION:**

8.1 Asphalt - The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

8.2 Concrete - The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

In addition to requirements listed above, all materials will comply with the requirements and/or specifications and testing as listed in the "Standard Specifications For Road and Bridge Construction, Edition of 2000" (or later) as published by the Kentucky Transportation Cabinet/Department of Highways.

Dated: January, 2001

## **BID SPECIFICATIONS FOR MARKINGS**

### **1. GENERAL**

It is the intent and purpose of this specification to describe and/or define preformed thermoplastic retro reflective pavement markings designed for use as stop bars, crosswalks, arrows, legends, etc. in highway road markings.

1.1 The material must be a resilient white or yellow (and other colors as required) thermoplastic product with uniformly distributed glass beads throughout the material. The material must be resistant to the effects of motor fuels, lubricants, hydraulic fluids, etc. All material must be capable of being affixed to bituminous and/or concrete pavements by the use of the normal heat of a propane torch.

1.2 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the propane torch.

1.3 The material must be able to be applied in temperatures down to 32 degrees F., with no other minimum road or air temperature. No special storage, preheating or treatment of the material or special heating of the road surface other than normal removal of wetness of the highway surface shall be required.

### **2. MATERIAL:**

Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material must conform to ASASHTO designation M249-79 (86), with exceptions due to the material being supplied in a preformed state.

2.1 The material must contain a minimum of thirty percent-intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent.

2.2 The material must have factory applied coated surface beads (unless stated otherwise) in addition to the intermixed beads at a rate of 1 pound (+/- 10%) per 11 square feet with the following specifications:

- 1) Minimum 80% round
- 2) Minimum refractive index of 1.5
- 3) Minimum SiO<sub>2</sub> content of 70%
- 4) Maximum iron content of 0.1%

### **3. PIGMENTS:**

3.1 White – Sufficient titanium dioxide pigment is to be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595.

3.2 Yellow – Sufficient yellow pigment is to be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment must contain no lead chromate.

### **4. HEATING INDICATORS:**

The top surface of the material shall have regularly spaced indents that shall act as an indicator system for the operator to properly gauge the correct amount of heat to apply during installation. The indents shall work by closing together to show that the material has reached a molten state.

5. **SKID RESISTANCE:**

The surface, with properly applied and embedded surface beads, must provide a resistance value of 45 BPN to 55 BPN when tested according to ASTM: E303. If available, substitution of a "High Skid" (or equivalent) resistant pavement marking material may be requested at no additional charge.

6. **THICKNESS:**

The material must be supplied at a minimum thickness of 125 mils (3.155mm), unless otherwise stated.

7. **TURN & COMBINATION ARROWS:**

Will be supplied without surface applied glass beads to facilitate the use of these arrows as either left or right indicators.

8. **ENVIRONMENTAL RESISTANCE:**

The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

9. **RETROREFLECTIVITY:**

When applied in accordance with manufactures guidelines, must demonstrate a uniform level of sufficient nighttime retro reflection when tested in accordance to ASTM E1710-97.

10. **APPLICATION:**

10.1 Asphalt – The material shall be applied using the propane torch method. The material must be able to be applied at ambient and road temperatures down to 32 degrees F. without any preheating of the pavement to a specific temperature.

10.2 Concrete – The same application procedure shall be used as for asphalt, however, a compatible primer sealer may be applied before application to assure proper adhesion.

11. Where applicable, these general specifications shall conform to and meet the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Edition 2000 or later.

<b><u>ITEM</u></b>	<b><u>PER</u></b>
Stop Bar	L.F.
Crosswalks	L.F.
Curve Arrows	Each
Combination Arrows	Each
Bicycle Symbols	Each
School Symbols	Each
Pavement Marker – Type IV	Each
Pavement Marker – Type V	Each

**PAYMENT**

The Lexington Fayette Urban County Government (LFUCG) will make payment for the completed and accepted quantities under the following:

**PAY ITEM****PAY UNIT**

Traffic Markings	L.F.
Straight Arrows	Each
Curve Arrows	Each
Combination Arrows	Each
Stop Bars	L.F.
Cross Walks	L.F.
Striping	L.F.
4" Temporary	
4" Permanent	
Bicycle Symbols	Each
School Symbols	Each
Pavement Marker – Type IV	Each
Pavement Marker – Type V	Each

**PRICE ADJUSTMENT**

Due to the fluctuation cost of liquid petroleum products, LFUCG will adjust the compensation of specified liquid asphalt in contract when contract quantity thresholds are met.

**LIQUID ASPHALT**

LFUCG will compare the Kentucky Average Price Index (KAPI), for the month that the contract is let, to the index for the month that the Contractor places the material on the project to determine the percent change. When the original contract quantity for the asphalt items is equal to or greater than 1,000 tons and the average price of liquid asphalt increases or decreases more than 5 percent, LFUCG will adjust the Contractor's compensation. The KAPI is calculated monthly using the weighted average price, per ton at the terminal, from the active suppliers of liquid asphalt.

**ADJUSTABLE CONTRACT ITEMS:**

- Asphalt Material for Tack
- Asphalt Base, all classes
- Asphalt Surface, all classes
- Asphalt mixture for leveling and wedging

LFUCG will determine the price adjustment using the following formulas:

When PC is greater than PL:

$$\text{Asphalt Price Adjustment} = (Q \times A)/100 \times PL \times [(PC-PL)/PL - 0.05]$$

When PC is less than PL:

$$\text{Asphalt Price Adjustment} = (Q \times A)/100 \times PL \times [(PC-PL)/PL + 0.05]$$

Where:

Q=Tons of material or mixture placed each month

A=Percent of material or mixture that is asphalt

PL=KAPI for the month that the contract is let

PC=KAPI for the month that the contractor places the mixture or material

The job-mix formula for asphalt base and surface mixtures determines "A", which is the percent of asphalt. For recycled mixtures, LFUCG will determine the adjustment for the new asphalt cement only. LFUCG will consider materials for tack as 100 percent asphalt.

## **PAYMENT AND DEDUCTIONS**

When thresholds are met, LFUCG will adjust the Contractor's compensation for eligible pay item, paid or deducted monthly.

If later price decreases indicate that LFUCG made an overpayment, LFUCG will withhold the overpayment from succeeding pay estimates on the project, or the Contractor shall immediately refund the over payment to LFUCG.

When the Contractor placed material during any month after the month that the Contract time (including all approved time extensions) expires, the Department will use the average price contract for the month that the Contractor places the material or the average price for the last month of the contract time, whichever is least.

LFUCG will not grant a time extension for any overrun in the Contract amount due to payments made according to this section. The Department will not make any additional compensation due to adjustments made according to this section.

LFUCG will adjust the Contractor's compensation on the following months pay estimate and on the final pay estimate. The Department will make the final adjustment of the Contractor's compensation on the final estimate for the project.

## **CULVERT SEWER PIPE**

### **1 SCOPE FOR RCP STORM SEWER**

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 to Lexington-Fayette Urban County Government Standard Drawings and all incidentals necessary to construct Storm Sewer to the sizes and type indicated from zero (0) to eight (8) feet deep. Where the Standard Drawing requires a concrete cap, it shall be constructed according to KDOH Section 501 for consolidated, unfinished concrete.

All RCP is Class III unless noted otherwise.

#### **1.1 LAYING**

Pipe shall be laid to the line and grade shown on the drawings. Pipe shall be laid with the bell or groove at the upstream end of each section.

#### **1.2 JOINING PIPE**

Cement Mortar Sealed Joint. Mortar shall be as specified for bell and spigot joints. The tongue end of the section being placed shall be covered with mortar and firmly pressed into the groove of the laid section in such manner that the tongue fits snugly and truly in the groove and that mortar is squeezed out both on the interior and exterior of the joint. Care shall be taken that no mortar falls from the groove end during the abutting operation. Immediately after the pipe sections have been abutted, exposed external surface mortar shall be pressed into the joint and any excess mortar removed, after which the interior surface of the joint shall be carefully pointed and brushed smooth, and all surplus mortar removed.

#### **1.3 CURING MORTAR JOINTS AND BANDS**

The external surfaces of mortar joints shall be covered with moist earth, sand, canvas, burlap or other approved materials and shall be kept moist for 10 days or until the pipe is backfilled.

#### **1.4 INSPECTION**

All RCP pipe shall be inspected in accordance with Section 26 Internal Inspection of Storm Sewer Pipe: CCTV as directed by the Engineer.

## **2 BASIS OF PAYMENT FOR RCP STORM SEWER**

Accepted quantities for RCP Storm Sewer 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 linear foot of specified RCP Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk and any rock encountered between zero (0) and eight (8) feet shall be paid for under appropriate Bid Items in addition to the Unit Price for RCP storm sewer. Concrete caps shall be paid under the Bid Item for unfinished concrete. 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, bedding, disposal and backfilling shall be incidental to the placement of RCP Storm Sewer.

## **3 SCOPE FOR HDPE STORM SEWER**

Work under this Section shall include all labor, excavation, materials, equipment, bedding and backfilling in accordance to the Plans, Contract Documents and Specifications and all incidentals necessary to place HDPE Storm Sewer to the sizes indicated. The CONTRACTOR shall be certified by the pipe manufacturer to install HDPE pipe and provide proof thereof. All pipe delivered to the site shall be certified through the Plastic Pipe Institute (PPI) Third Party Certification program and shall bear the Third Party Administered seal. Adapter, as manufactured by the pipe manufacturer shall be used to connect HDPE pipe with existing pipe of dissimilar material.

### **3.1 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.

### **3.2 Dewatering**

Excessive groundwater hinders proper placement and compaction of bedding and backfill. N-12 pipe will float in standing water, therefore, it is imperative that a dry trench be provided. It may be necessary to provide sumps pumps, underdrains or a diversion ditch to insure a dry trench.

### **3.3 Joints and Joint Assembly**

All joints are to be installed as per manufacturer's specifications.

### **3.4 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 #9, #57 or #78 coarse aggregate. All embedment materials shall be free of frozen soil or ice when placed. Additionally, embedment materials shall be placed and compacted at optimum moisture content. Embedment materials shall be specified with consideration given to design loads and the classification and suitability of native soils.

### **3.5 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.

### **3.6 Bedding**

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.

### **3.7 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 may be #9 or #78 coarse aggregates and must be placed and compacted in 8 inch maximum lifts, compacted to 90% standard proctor density.

### **3.8 Initial Backfill**

Initial backfill materials are required in accordance with LFUCG Standard Drawings.

### **3.9 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.

### **3.10 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. A gasket placed in a pipe corrugation at the approximate center of the manhole or inlet wall will act as a water stop. This water-stop should provide a silt tight installation. Watertight installations may require flexible rubber connections such as rubber boots or adapters. When connecting to manholes, insure backfill is placed under the pipe adjacent to the manhole to prevent differential settlement.

### **3.11 Specifications**

The following list is a common material, design and performance specification for ND-12 N-12HC.

AASHTO M-252	ASTM F 405
AASHTO M-294	ASTM F 667
AASHTO MP 7-97	ASTM D 2321
AASHTO Section 12, 18, 30	ASTM F 477
	ASTM 1417

### **3.12 Inspection Requirements**

#### **3.12.1 Visual Inspection**

All pipes 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. During the initial phases of the installation process, inspection shall concentrate on detecting improper practice and poor workmanship. Errors in line and grade, as well as any improper assembly or backfill techniques, shall be corrected prior to placing significant backfill or trench fill. Coupling bands shall be properly indexed with the corrugation and tightened, and bell/spigot joints shall be properly assembled to prevent the infiltration of soil fines. Where gaskets are used, they shall be properly seated to prevent groundwater infiltration and should appear uniformly oriented around the pipe. In areas where cracking or joint separation is found, a remediation or replacement plan shall be submitted for approval. Final internal inspections shall be conducted on all buried thermoplastic pipe installations to evaluate issues that may affect long-term performance. Final inspections shall be conducted no sooner than 30 days after completion of installation and final fill. Shallow cover installations shall be checked to ensure the minimum cover level is provided.

Inspection at the appropriate times during installation will detect and allow correction of line and grade, jointing and shape change problems. The timing and number of inspections

required will vary with the significance and depth of the installation. The contractor is advised to provide initial inspections himself to avoid problems later on. Racking or flattening of the pipe's curvature indicates improper backfill placement methods that must be corrected. Slight peaking of the cross-sectional shape should be taken as indicative of achieving proper compaction requirements. Soil consolidation continues with time after installation of the pipe. While 30 days will not encompass the time frame for complete consolidation of the soil surrounding the pipe, it is intended to give sufficient time to observe some of the effects that this consolidation will have. However, occasionally pavement is placed over the pipe sooner than 30 days. While the 30-day time limit should be maintained, a brief inspection of the pipe prior to paving over it, particularly for the first few joints, may be prudent to ensure that good construction practices are being applied. It is recommended that inspection personnel not enter culverts less than 24 in. in diameter. Internal inspection of culverts in this size range is best conducted using video cameras. Culverts should only be entered by inspection personnel trained in working within confined spaces and using procedures in full compliance with applicable State, Local, and Federal OSHA regulations.

### **3.12.2 Installation Deflection**

The pipe shall be evaluated to determine whether the internal diameter of the barrel has been reduced more than 5 percent when measured not less than 30 days following completion of installation. Pipes shall be checked for deflection using a mandrel or any other device approved by the Engineer that can physically verify the dimensions of the pipe and is not limited by poor lighting, water flow, pipe length, or other limiting conditions of the installed environment. Pipes larger than 24 in. may be entered and deflection levels measured directly. In all pipe installations, at least 10 percent of the total number of pipe runs representing at least 10 percent of the total project footage on the project shall be randomly selected by the Engineer and inspected for deflection. Also, as determined by the 100 percent visual inspection, all areas in which deflection can be visually detected shall be inspected for deflection. Where direct measurements are made, a measurement shall be taken once every 10 ft. for the length of the pipe, and a minimum of four measurements per pipe installation is required. If a mandrel is used for the deflection test, it shall be a nine (or greater odd number) arm mandrel, and shall be sized and inspected by the Engineer prior to testing. A properly sized proving ring shall be used to check or test the mandrel for accuracy. The mandrel shall be pulled through the pipe with a force not greater than 1,000 lb. For locations where pipe deflection exceeds 5 percent of the inside diameter, an evaluation shall be conducted by the Contractor and submitted to the Engineer for review and approval considering the severity of the deflection, structural integrity, environmental conditions, and the design service life of the pipe. Pipe remediation or replacement shall be required for locations where the evaluation finds that the deflection could be problematic. For locations where pipe deflection exceeds 7.5 percent of the inside diameter, remediation or replacement of the pipe is required.

Inspection criteria is newly added to the specification as there was minimal guidance in the previous specification. Ten percent of each pipe installation shall be defined as 10 percent of the number of pipe runs, and not less than 10 percent of the total length of installed pipe on the project. The requirement of deflection testing 10 percent of each pipe installation is intended to serve as a minimum and does not limit owners from more stringent requirements. The pipe inside diameters should be provided by the pipe manufacturer for every size and type of pipe delivered. If the pipe inside diameter is not provided, or is not available, pipe inside diameter can be developed by averaging the diameters measured at eight equally spaced locations around a section of unloaded pipe for every given size and manufacturer. There are many appropriate methods suitable for measuring deflection, including video inspection equipment, mandrels, and other direct measurement devices. For pipes tested by a mandrel, the mandrel shall be pulled through the entire pipe. Whichever method is used for deflection measurement, a minimum of 10 percent of the total length of installed pipe shall be tested, in addition to any areas that were identified in the visual

inspection as having deflection. Installed pipe deflections that exceed 5 percent of the initial inside diameter may indicate that the installation was substandard. Appropriate remediation, if any, will depend upon the severity of the deflection, the condition of the pipe, and evaluation of the factor of safety using section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD *Bridge Design Specifications*. Installed pipe deflections that exceed 7.5 percent of the initial inside diameter will require remediation or replacement of the pipe.

### **3.13 Inspection**

All HDPE pipe shall be inspected in accordance with Section 26 Internal Inspection of Storm Sewer Pipe: CCTV as directed by the Engineer.

## **4 BASIS OF PAYMENT**

Accepted quantities for HDPE Storm Sewer 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 linear foot of specified HDPE Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk and any rock encountered between zero (0) and eight (8) feet shall be paid for under appropriate Bid Items in addition to the Unit Price for HDPE Storm Sewer. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) and CCTV inspection will be paid separately under the appropriate Bid Items. 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 (other than the HDPE storm sewer), equipment, excavation, bedding, disposal and backfilling shall be incidental to the placement of HDPE Storm Sewer.

### **INTERNAL INSPECTION OF STORM SEWER PIPE: CCTV**

#### **1 SCOPE:**

A CLOSED CIRCUIT TELEVISION (CCTV) survey is required for all newly installed sewer pipe, whether RCP or HDPE and/or any designated existing pipe. The television survey shall be performed by an experienced CCTV Contractor approved by the LFUCG Division of Engineering.

The CCTV inspections should be performed by the approved contractor a minimum of thirty (30) days after any new pipe has been backfilled, unless otherwise approved by the Engineer.

#### **2 GENERAL:**

All lines designated and/or designed by the Engineer shall be internally inspected. The purpose of the inspection is to locate structural damage that may be present in the collection pipe.

Any structural damage found in the pipe impairing the CCTV inspection, shall be documented and the Engineer should be notified immediately. The Engineer and Owner will evaluate the damage and, if cost-effective, the Engineer will notify the Contractor in writing to proceed with cleaning or additional repairs. These repairs will be made at the unit prices shown on the Contractor's Bid Proposal.

The Owner makes no guarantee that all of the sewers to be entered are clear for the passage of a camera. The methods used for securing passage of the camera are to be at the option of the Contractor, and the costs must be included in the bid price for television inspection. The cost of retrieving the television camera, under all circumstances, when it becomes lodged during inspection, shall be incidental to this portion of the work.

### **3 EQUIPMENT:**

The CCTV mainline inspection system television shall be one specifically designed and constructed for such inspection. The inspection system shall be able to perform pan/tilt or pan/rotate operations. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The system shall be operable in 100 percent humidity conditions. The camera, television monitor and other components of the CCTV system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer and if unsatisfactory, equipment shall be removed and no payment made for unsatisfactory inspection.

### **4 RECOMMENDED METHOD FOR INTERNAL INSPECTION:**

After thoroughly cleaning the pipe, the camera shall be moved through the sewers in the downstream direction at a uniform rate not to exceed 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.

### **5 INSPECTION LOGS AND CD/DVDS:**

All CD/DVDS, and logs shall be labeled with the Contractors Name, Contract number, DVD number (logs must match that number) and with each Contractor the DVD/ logs 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 line inspections listing the watershed, line segment ID, line segment location, upstream manhole depth, downstream manhole depth, pipe diameter, pipe material, defects and defect ratings, also see notes above. Printed and digital records shall be kept by the Contractor and will clearly show the location of each infiltration point observed during inspection. In addition, other points of significance such as locations of service connections, unusual conditions, roots, storm sewer connections, damaged pipe, presence of scale and corrosion and other discernable features will be recorded and a copy of such records in both hard copy and digital format will be supplied to the Engineer. 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.

The locations of all the defective areas to be repaired will be identified by logging the distance frame at each defect or point of interest measured from the center of the starting manhole to the plane of focus of the camera. The importance of accurate distance measurements is emphasized. Confirmation of measurement for location of defects shall be above ground by means of a meter device. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape or other suitable device, and the accuracy shall be satisfactory to the Engineer. Marking on the cable or the like, which would require interpolation for depth of manhole, will not be allowed.

The purpose of DVD recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD recording playback shall be at the same speed that it was recorded. DVDs shall be considered property of the Owner and the Contractor shall possess backup copy of all DVDs until completion of the Contract. All CCTV work done must be recorded on DVD's using the software Visual Pipes and the Contractor must supply the LFUCG a readable copy of said software to view these DVD's.

### **6 FINAL ACCEPTANCE:**

Acceptance of this portion of work shall be made upon the successful review of the DVD submitted to the LFUCG. If the DVDs are of such poor quality and/or the sewer line needs additional cleaning that the

Owner is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor shall be required to re-televisive and provide a suitable DVD of the line at no additional cost. If a suitable DVD cannot be provided of such quality that the Owner can review it, no payment shall be made for additional cleaning and/or closed circuit television (CCTV). Also, no payment shall be made for portions of lines not televised or portions where manholes cannot be negotiated with the television camera.

## **7 BASIS OF PAYMENT:**

Accepted quantities for Internal Inspection of Storm 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 linear foot satisfactorily inspected. All labor, cleaning, materials, equipment, and excavation shall be incidental to the Internal Inspection of Storm Sewer Pipe: CCTV.

## **HEADWALLS**

### **1 SCOPE**

Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Section 610 and 710, Current Edition and the Lexington-Fayette Urban County Government Standard Drawings and shall include all labor, excavation, materials, equipment and necessary incidentals. Drawings for Straight Headwalls 30" and greater will be provided by the ENGINEER.

Dimensions for the placement of Headwalls will be as specified by the Purchase Order.

### **2 BASIS OF PAYMENT**

Accepted quantities for Headwalls will be paid for at the Contract Unit Price as quoted per each 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, equipment, and excavation shall be incidental to the placement of Headwalls.



Steven L. Beshear  
Governor

**KENTUCKY LABOR CABINET**  
DEPARTMENT OF WORKPLACE STANDARDS  
DIVISION OF EMPLOYMENT STANDARDS,  
APPRENTICESHIP & MEDIATION  
1047 US Hwy 127 S - Suite 4  
Frankfort, Kentucky 40601  
Phone: (502) 564-3534  
Fax (502) 696-1897  
www.labor.ky.gov

Larry Roberts  
Secretary

Anthony Russell  
Commissioner

December 10, 2013

Theresa Maynard  
LFUCG  
200 E. Main St.  
Lexington KY 40507

Re: LFUCG, 2014 County Street Resurfacing Project

Advertising Date as Shown on Notification: December 17, 2013

Dear Theresa Maynard:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 8-008, dated July 30, 2013 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01191-13-8, Heavy/Highway

Sincerely,

Anthony Russell  
Commissioner



**KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
LOCALITY NO. 008**

Determination No. CR-8-008

Date of Determination: July 30, 2013

**PROJECT NO. 034-H-01191-13-8**

\_\_\_\_\_BLDG    \_\_\_x\_\_\_HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-8-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

**BUILDING CONSTRUCTION**

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

**HIGHWAY CONSTRUCTION**

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

**HEAVY CONSTRUCTION**

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



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Anthony Russell, Commissioner  
Department of Workplace Standards  
Kentucky Labor Cabinet

<b>ASBESTOS/INSULATION WORKERS:</b>		BASE RATE	\$24.92
		FRINGE BENEFITS	11.80

<b>BOILERMAKERS:</b>		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

<b>BRICKLAYERS:</b>		BASE RATE	\$24.31
Bricklayers:		FRINGE BENEFITS	11.40

Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42

Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40

<b>CARPENTERS:</b>		BASE RATE	\$21.98
Carpenters: (Includes Drywall Finisher)	BUILDING	FRINGE BENEFITS	12.70

Piledrivermen:	BUILDING	BASE RATE	\$22.48
		FRINGE BENEFITS	12.70

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50

Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50

Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

<b>CEMENT MASONS:</b>		BASE RATE	\$15.51
		FRINGE	.59

<b>ELECTRICIANS:</b>		BASE RATE	\$29.48
		FRINGE BENEFITS	14.36

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$31.86
		FRINGE BENEFITS	11.63

EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$28.48
		FRINGE BENEFITS	10.94

GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$18.87
		FRINGE BENEFITS	9.03



<b>ELEVATOR CONSTRUCTORS:</b>		BASE RATE	\$30.46
		FRINGE BENEFITS	8.92

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<b>GLAZIERS:</b>		BASE RATE	\$24.15
		FRINGE BENEFITS	11.45

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<b>IRONWORKERS:</b>		BASE RATE	\$26.47
		FRINGE BENEFITS	19.56

**LABORERS / BUILDING:**

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.69

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$20.81
	FRINGE BENEFITS	10.69

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	10.69

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.11
	FRINGE BENEFITS	10.69

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	10.69

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$21.91
	FRINGE BENEFITS	10.69

**\*Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

**LABORERS / HEAVY & HIGHWAY:**

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.35
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.60
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.65
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.25
	FRINGE BENEFITS	12.01

**MARBLE, TILE & TERRAZZO:**

Finishers:

	BASE RATE	\$14.96
	FRINGE BENEFITS	0.00

Setters:

	BASE RATE	\$21.89
	FRINGE BENEFITS	0.00

**MILLWRIGHTS:**

	BASE RATE	\$24.18
	FRINGE BENEFITS	15.67

**OPERATING ENGINEERS / BUILDING:**

**NCCCO OR OECP CERTIFIED**

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$27.90
	FRINGE BENEFITS	13.90

**OPERATING ENGINEERS / BUILDING: CONTINUED**

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurrries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.84
	FRINGE BENEFITS	13.90

**\*Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$23.94
	FRINGE BENEFITS	13.90

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$23.13
	FRINGE BENEFITS	13.90

**OPERATING ENGINEERS / HEAVY HIGHWAY:  
 NCCCO OR OECP CERTIFIED**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$29.07
	FRINGE BENEFITS	13.90

**OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED**

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, gurrries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push dozer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

	HEAVY & HIGHWAY	BASE RATE	\$28.00
		FRINGE BENEFITS	13.90

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

	HEAVY & HIGHWAY	BASE RATE	\$25.45
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

	HEAVY & HIGHWAY	BASE RATE	\$25.85
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

	HEAVY & HIGHWAY	BASE RATE	\$25.17
		FRINGE BENEFITS	13.90

**\*\*Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

**PAINTERS:**

Brush, roller & paperhanger:	BASE RATE	\$17.87
	FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:	BASE RATE	\$18.37
	FRINGE BENEFITS	9.10

**PLASTERERS:**

	BASE RATE	\$20.65
	FRINGE BENEFITS	5.85

<b>PLUMBERS &amp; PIPEFITTERS:</b>		BASE RATE	\$30.00
		FRINGE BENEFITS	15.56

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<b>ROOFERS:</b> (Excluding Metal Roofs)		BASE RATE	\$16.65
		FRINGE BENEFITS	4.95

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<b>SHEETMETAL WORKERS:</b> (Including Metal Roofs)		BASE RATE	\$28.00
		FRINGE BENEFITS	13.59

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<b>SPRINKLER FITTERS:</b>		BASE RATE	\$30.14
		FRINGE BENEFITS	17.37

**TRUCK DRIVERS / BUILDING:**

Truck Helper and Warehouseman:  
   BUILDING

BASE RATE	\$19.05
*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:  
   BUILDING

BASE RATE	\$19.17
*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:  
   BUILDING

BASE RATE	\$19.28
*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:  
   BUILDING

BASE RATE	\$19.35
*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:  
   BUILDING

BASE RATE	\$19.45
*FRINGE BENEFITS	11.08

**BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. \*TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.**

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**TRUCK DRIVERS / HEAVY HIGHWAY:**

Mobile batch truck helper:           HEAVY & HIGHWAY

BASE RATE	\$16.57
FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:  
   HEAVY & HIGHWAY

BASE RATE	\$16.68
FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:  
   HEAVY & HIGHWAY

BASE RATE	\$16.86
FRINGE BENEFITS	7.34

**TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED**

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

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**END OF DOCUMENT**  
**CR-8-008**  
**JULY 30, 2013**

**Roads to be resurfaced for 2013-2014 County Road Resurfacing Contract**

<b>ROAD</b>	<b>FROM</b>	<b>TO</b>	<b>Distance (Miles)</b>
ATHENS WALNUT HILL	OLD RICHMOND ROAD	ATHENS BOONESBORO RD.	2.841
BEREA ROAD	GEORGETOWN	IRON WORKS PIKE	1.098
TROPICANA	PLANTAGENET	WELLESLEY	0.07
WELLESLEY HEIGHTS	VERSAILLES	HERALDRY	0.13
WELLESLEY	TROPICANA	CUL-DE-SAC	0.33
KENSINGTON	KENSINGTON	WELLESLEY	0.22
HERALDRY	WELLESLEY	CUL-DE-SAC	0.13
ENCHANTMENT	WELLESLEY HEIGH	CUL-DE-SAC	0.05
ROCKWELL	HEDGER LN	COUNTY LINE	1.25
REDD	ELKCHESTER	OLD FRANKFORT	2.34
FT SPRINGS PINCKARD	MILITARY	OLD VERSAILLES	0.74
ROCKWELL	HALEY	HEDGER LN	0.82
GRIMES MILL RD	OLD RICHMOND	COUNTY LINE	1.74
CUTTERS HILL RD	BLUSKY PARKWAY	END	0.28
BLUESKY PARKWAY	ATHENS BOONESBORO	ATHENS BOONESBORO	1.1
FAULKNER	RUSSELL CAVE	PIERSON	0.56
<b>Total</b>			<b>13.699</b>

Contractor is advised and aware that the LFUCG desires to replace any/all culvert and headwalls that have failed or are show signs of significant decay/degradation. Some of these culverts may need to be field located.

# L-M Asphalt Partners, Ltd dba ATS Construction

## REVISED BID SCHEDULE--BID #162-2013 COUNTY ROAD RESURFACING

### Estimated Resurfacing Quantities--FY2014 County Road Resurfacing

ITEM NO.	ITEM	APPRX. UNIT QTY		UNIT BID PRICE	AMOUNT
1	CL 2 Asphalt Base 0.75D, PG 64-22	200	Tons	\$ 72.00	\$ 14,400.00
2	CL 2 Asphalt Base 0.75D, PG 64-22 w/Fiber	200	Tons	\$ 79.00	\$ 15,800.00
3	CL 2 Asphalt Surface 0.38D, PG 64-22				
a.	0-99 Tons	n/a	Tons		
b.	100-249 Tons	n/a	Tons		
c.	250-499 Tons	n/a	Tons		
d.	500-749 Tons	n/a	Tons		
e.	750-999 Tons	n/a	Tons		
f.	1000+ Tons	13,900	Tons	\$ 74.40	\$ 1,034,160.00
4	CL 3 Asphalt Base 1.0 D, PG 76-22	0	Tons	\$ 78.00	
5	CL 3 Asphalt Surface 0.38 B PG 76-22	0	Tons	\$ 90.00	
6	CL 2 Asphalt Sur., Leveling & Wedging PG 64-22	200	Tons	\$ 78.00	\$ 15,600.00
7	Milling & Texturing – Full Pavement	2,050	Tons	\$ 14.00	\$ 28,700.00
8	Milling & Texturing – Partial Pavement	2,050	Tons	\$ 23.00	\$ 47,150.00
9	Install Reinforcing Mat (Materials Furnished by Owner)	0	S.Y.	\$ 2.00	\$
9	Edge Key	320	L.F.	\$ 10.00	\$ 3,200.00
10	Rolling and Shaping	500	S.Y.	\$ 2.00	\$ 1,000.00
11	Asphalt Curb	0	L.F.	\$ 10.00	
12	Adjustment of Manholes	0	Each	\$ 350.00	
13	Pavement Striping (Temporary) 102-mm (4-inch)	25,000	L.F.	\$ 0.25	\$ 6,250.00



# L-M Asphalt Partners, Ltd dba ATS Construction

## REVISED BID SCHEDULE--BID #162-2013 COUNTY ROAD RESURFACING

### Estimated Resurfacing Quantities--FY2014 County Road Resurfacing

ITEM NO.	ITEM	APPRX. UNIT QTY		UNIT BID PRICE	AMOUNT
14	Pavement Striping (Permanent) 102-mm (4-inch)	100,000	L.F.	\$ 0.25	\$ 25,000.00
15	Pavement Striping (Temporary) 152-mm (6-inch)	500	L.F.	\$ 0.30	\$ 150.00
16	Pavement Striping (Permanent) 152-mm (6-inch)	500	L.F.	\$ 0.30	\$ 150.00
17	Stop Bar - Thermoplastic Markings	100	L.F.	\$ 8.00	\$ 800.00
18	Cross Walks - Thermoplastic Markings	0	L.F.	\$ 3.00	\$
19	Curve Arrows - Thermoplastic Markings	0	Each	\$ 80.00	\$
20	Combination Arrows - Thermoplastic Markings	0	Each	\$ 125.00	\$
25	Straight Arrows - Thermoplastic Markings	0	Each	\$ 75.00	\$
26	School - thermoplastic Markings	0	Each	\$ 350.00	\$
27	Bike Symbols	100	Each	\$ 175.00	\$ 17,500.00
28	Pavement Marker - Type IV	100	Each	\$ 66.00	\$ 6,600.00
29	Pavement Marker - Type V	100	Each	\$ 30.00	\$ 3,000.00
30	15" RCP Storm Sewer (0-8' No rock)	150	L.F.	\$ 60.00	\$ 9,000.00
31	18" RCP Storm Sewer (0-8' No rock)	50	L.F.	\$ 68.00	\$ 3,400.00
32	24" RCP Storm Sewer (0-8' No rock)	50	L.F.	\$ 85.00	\$ 4,250.00
33	30" RCP Storm Sewer (0-8' No rock)	0	L.F.	\$ 100.00	\$
34	15" HDPE Storm Sewer (0-8' No rock)	0	L.F.	\$ 55.00	\$
35	18" HDPE Storm Sewer (0-8' No rock)	0	L.F.	\$ 63.00	\$
36	24" HDPE Storm Sewer (0-8' No rock)	0	L.F.	\$ 75.00	\$
37	30" HDPE Storm Sewer (0-8' No rock)	0	L.F.	\$ 90.00	\$

# L-M Asphalt Partners, Ltd dba ATS Construction

## REVISED BID SCHEDULE--BID #162-2013 COUNTY ROAD RESURFACING

### Estimated Resurfacing Quantities--FY2014 County Road Resurfacing

ITEM NO.	ITEM	APPRX. UNIT QTY		UNIT BID PRICE	AMOUNT
38	15" Straight Headwall	0	Each	\$ 1,500.00	
39	18" Straight Headwall	0	Each	\$ 1,600.00	
40	24" Straight Headwall	0	Each	\$ 1,800.00	
41	30" Straight Headwall	0	Each	\$ 2,200.00	
42	15" Sloped Headwall	0	Each	\$ 1,850.00	
43	18" Sloped Headwall	0	Each	\$ 2,050.00	
44	24" Sloped Headwall	0	Each	\$ 2,250.00	
45	30" Sloped Headwall	0	Each	\$ 2,950.00	
Total Bid :					\$ 1,236,110.00

## Attachment " A "

### L-M Asphalt Partners, Ltd. dba ATS Construction

EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6 01.LT8213		GMC	2004	1GKDT13SX42230204	GMC ENVOY
6 01.LT8219		CHEVROLET	2007	1GNFK130X7J350852	CHEVY TAHOE LTZ 1500 4X4
6 01.LT6202		CHEVROLET	2007	1GNEK13017R168857	CHEVY TAHOE LT 1500 4X4
6 01.LT8221		FORD	2008	1FMFU16S78LA78949	FORD EXPEDITION 4X4
6 01.LT8225		TOYOTA	2009	JTEBU14R49K038890	TOYOTA SRS 4 RUNNER
6 01.LT8227		CHEVROLET	2010	1GNUKAE02AR170715	CHEVY TAHOE 4X4
6 01.LT6204		TOYOTA	2011	5TDJW5G13B5043729	TOYOTA SEQUOIA LIMITED
6 01.LT6205		CHEVROLET	2004	1GNEK13Z04J264312	CHEVROLET TAHOE
6 01.LT8220		TOYOTA	2008	JTEBU14R480132097	TOYOTA 4RUNNER
6 01.LT8226		CHEVROLET	2008	1GTNDT13S382211843	CHEVY TRAILBLAZER
6 01.LT8228		CHEVROLET	2004	1GNEK13Z04J264312	CHEVROLET TAHOE
6 01.LT8229		CHEVROLET	2011	1GNSKAE08BR398209	CHEVROLET TAHOE
6 01.LT8117		CHEVROLET	2008	1GCCS149988155326	CHEVY COLORADO
6 01.LT6112		CHEVROLET	2006	1GCEC19TX6Z169253	CHEVY 1500 4X2 EXT CAB
6 01.LT8101			2005	TERMINAL	FORD F150
6 01.LT6126		FORD	2007	1FTYR10U77PA23200	FORD RANGER
6 01.LT6119		CHEVROLET	2007	1GCEC19V97Z100217	CHEVY 1500 4X2 EXT CAB
6 01.LT6117		FORD	2006	1FTYR10D66PA72841	FORD RANGER 4X2
6 01.LT6113		FORD	2006	1FTRF12266NA60290	FORD F150 4X2
6 01.LT6130		FORD	2007	1FTPX12V47FA33213	FORD F150 EXT CAB
6 01.LT8108		TOYOTA	2010	5TFUW5F12AX115401	TOYOTA TUNDRA 4X4 EXT CAB
6 01.LT8109		TOYOTA	2010	5TFUW5F13AX118663	TOYOTA TUNDRA 4X4 EXT CAB
6 01.LT8200		CHEVROLET	2008	1GCDT19E088164035	CHEVY COLORADO EXT CAB
6 01.LT6107		CHEVROLET	2004	2GCEC19T041148952	CHEVY 1500 4X2 EXT CAB
6 01.LT8178		CHEVROLET	2006	1GCDT196668198129	CHEVY COLORADO
6 01.LT8185		CHEVROLET	2006	1GCDT196168223955	CHEVY COLORADO
6 01.LT6127		FORD	2007	1FTPX14V77FB26224	FORD F150 4X4 EXT CAB
6 01.LT6131		FORD	2007	1FTPX12V17KC88120	FORD F150 EXT CAB
6 01.LT6132		CHEVROLET	2008	1GCEK190X8Z203686	CHEVY 1500 4X4 EXT CAB
6 01.LT8118		CHEVROLET	2008	1GCCS149088135126	CHEVY COLORADO
6 01.LT6110		CHEVROLET	2005	1GCHC29U35E251696	CHEVY 1500 4X2 EXT CAB
6 01.LT6118		FORD	2007	1FTZR14U47PA16381	FORD RANGER 4X2
6 01.LT6125		FORD	2007	1FTRF12267NA48173	FORD F150 4X2
6 01.LT6128		FORD	2005	1FTZR44U45PA26097	FORD RANGER
6 01.LT8102			2006	TERMINAL	FORD F150
6 01.LT8167		FORD	2003	1FTRW08L23KC61725	FORD F150 4X4
6 01.LT8187		CHEVROLET	2006	3GCEC14X76G194248	CHEVY SILVERADO
6 01.LT8107		FORD	2010	1FTSX2B52AEA97201	FORD F250 4X4 EXT CAB
6 01.LT8166		FORD	2003	1FTNF21P03EC23058	FORD F250 4X4
6 01.LT8171		FORD	2004	1FTNF21PX4ED16008	FORD F250 4X4
6 01.LT8182		CHEVROLET	2008	1GCHK24628E143764	CHEVY 2500 4X4
6 01.LT8181		CHEVROLET	2008	1GCHK24618E116667	CHEVY 2500 4X4
6 01.LT8148		FORD	1999	1FTNF21F4XEE19579	FORD F250 4X4
6 01.LT8110		FORD	2008	1FTSX21568EE63091	FORD F250 4X4 EXT CAB
6 01.LT8163		FORD	2002	1FTNF21FX2EC83113	FORD F250 4X4 FLAT BED
6 01.LT8179		CHEVROLET	2006	1GCHC29D26E171064	CHEVY SILVERADO
6 01.LT8188		CHEVROLET	2006	3GCEC14X56G194393	CHEVY SILVERADO 4X2
6 01.LT8199		FORD	2008	1FTNF21578ED95657	FORD F250 4X4
6 01.LT6106		CHEVROLET	2003	1GCGC24U13Z226854	CHEVY 2500 4X2 FLATBED
6 01.LT6115		FORD	2003	1FTNW20L33ED44035	FORD F250 4X2 EXT CAB TRUCK
6 01.LT6122		CHEVROLET	2007	1GCHC29U67E176687	CHEVY 2500 4X2 EXT CAB
6 01.LT6123		CHEVROLET	2007	1GCHC29UX7E198451	CHEVY 2500 4X2 EXT CAB
6 01.LT6124		CHEVROLET	2007	1GCHC29U77E195524	CHEVY 2500 4X2 EXT CAB
6 01.LT8113		FORD	2008	1FTNF21508EE35304	FORD F250 4X4
6 01.LT8177		CHEVROLET	2006	1GCHK23D76F140625	CHEVY 2500 4X4
6 01.LT8196		CHEVROLET	2007	1GCHK29687E550351	CHEVY 2500 4X4
6 01.LT8114		FORD	2008	1FTNF21548EE35323	FORD F250 4X4

L-M Asphalt Partners, Ltd. dba ATS Construction

EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6 01.LT8174		FORD	2004	1FTNX20P94ED21179	FORD F250 4X4
6 01.LT8186		CHEVROLET	2006	1GCHK24D56E208246	CHEVY 2500
6 01.LT8192		CHEVROLET	2007	1GCHK23D57F155609	CHEVY SILVERADO 2500
6 01.LT8193		CHEVROLET	2007	1GCHK24D27E117517	CHEVY 2500 4X4
6 01.LT8194		CHEVROLET	2007	1GCHK24D87E144155	CHEVY 2500 4X4
6 01.LT8197		CHEVROLET	2007	1GCHC24K37E592850	CHEVY 2500 4X4 PICKUP TRUCK
6 01.LT8198		CHEVROLET	2007	1GCHC29K57E560328	CHEVY 2500 4X4
6 01.TK8214		FORD	2010	1FTSW2A52AEA03225	FORD F250 4X2 4 DOOR
6 07.TK8256		FORD	2004	1FTNF21PX4EC08388	FORD F250 UTILITY TRUCK
6 01.LT6103		CHEVROLET	2002	1GCGC24U42Z118856	CHEVY 2500 4X2
6 01.LT8180		CHEVROLET	2006	1GCHC29D66E171892	CHEVY SILVERADO
6 01.LT8116		FORD	2008	1FTNF21538E35300	FORD F250 4X4
6 01.LT8112		FORD	1991	1FTHF25M9MNA08728	FORD F250 STEAM TRUCK
6 01.LT8141		FORD	1998	1FTNF20F7XEB99971	FORD F250 STEAM TRUCK
6 01.LT8145			1999	1FTNX20F1ED84014	FORD F250 4X4
6 01.LT8160		FORD	2002	1FTNX20F42EA66655	FORD F250 4X4 POWDER TRUCK
6 01.LT8161		FORD	2002	1FTNF20F02EC59842	FORD F250 4X4
6 01.LT8175		FORD	2004	1FTNX20P84EE01167	FORD F250 4X4
6 01.LT8195		CHEVROLET	2007	1GCHK29D27E144807	CHEVY 2500 4X4
6 01.LT8191		CHEVROLET	2006	1GCJK33D26F227727	CHEVY 3500 4X4 FLATBED
6 01.LT8189		CHEVROLET	2005	1GCJK33205F941496	CHEVY SILVERADO FLATBED
6 01.TK8210		FORD	2002	1FDAF57F02EB50461	FORD F550 FLATBED
6 01.TK8211		FORD	2003	1FDWF37P03ED89299	FORD F350 POWDER TRUCK
6 01.TK8212		CHEVROLET	2002	1GBJK34132E125300	CHEVY 3500 POWDER TRUCK
6 01.TK8209		FORD	1999	1FDXF46FXEB40646	FORD F450 STEAM
6 01.TK6213		FORD	2006	1FDAF56P86ED92253	FORD F550 4X2 FLATBED
6 01.TK8215		GMC	2004	1GDJK34114E211232	GMC WHITE PICKUP TRUCK
6 01.LT8183		CHEVROLET	2008	1GCHK346X8E149382	CHEVY 3500 4X4 FLATBED
6 01.LT8223		CHEVROLET	2008	1GCJK33618F146691	CHEVY CK30943 FLATBED 4 DOOR
6 01.TK6214		FORD	2008	1FDXX46R28EA56670	FORD F450
6 01.TK6212		CHEVROLET	1999	1GBJK34J6XFO74375	CHEVY 3500 FLATBED
6 01.TK8208		FORD	2001	1FDWF36F81EC61463	FORD F350 FLATBED
6 01.LT8190		CHEVROLET	2006	1GCJK33D56F156586	CHEVY SILVERADO 3500 FLATBED
6 01.TK8213			2008	1GCJK33698F146664	CHEVY 3500 4X4 FLAT BED
6 04.TR8822			2004	4K8GY242721680374	BIG TEX 24' GOOSE NECK TRAILER
6 03.TR8815			2001	KYT3848	HOMEMADE TAMDEN 6X16 TRAILER
6 03.TR8875			2006	4ASUS16296S048623	16' UTILITY TRAILER
6 03.TR6816			2010	421H02029A8012218	GATOR TAMDEN 7X20 TRAILER
6 03.TR6806	HURST		2000	1H9T6232XY1057163	HURST 10 TON GOOSE NECK TRAILER
6 03.TR6808			1999	1KX43154XX1003356	CUSTOM TRAILER
6 03.TR6809			2007	16VNX162972C73900	BIG TEX TAMDEN 16X6 SIGN TRAILER
6 03.TR6811			2007	421HD182975002652	BIG TEX TAMDEN 18X7 TRAILER
6 03.TR6814			2007	16VNX122072C59874	2007 BIG TEX 50LA TANDEM TRL
6 03.TR6817			2010	421H02022AS013341	GATOR TAMDEN 7X20 TRAILER
6 03.TR8809			1994	KYT23010	HOMEMADE TAMDEN 16X6 TRAILER
6 03.TR8810			1995	KYT37865	TAMDEN 16X6 TRAILER
6 03.TR8814			2002	KYT38488	HOMEMADE SINGLE 12X5 TRAILER
6 03.TR8818			2004	159F718234K087167	STIGER GOOSENECK TAMDEN 18X7 TRAILER
6 03.TR8819	STIGER		2004	1S9F718294K087190	STIGER 16' GOOSE NECK TRAILER
6 03.TR8820	STIGER		2004	1S9F718214K087197	STIGER 16' GOOSE NECK TRAILER
6 03.TR8821			2004	159FS16214K087217	STIGER TAMDEN 16X6 PIN TRAILER
6 03.TR8826			2009	4XMUL12139G020197	SINGLE 12X6 TRAILER
6 03.TR8827			2008	159F18238K087143	STIGER GOOSENECK TAMDEN 19X7 TRAILER
6 04.TR6807	TRAILMAX		2002	1G9KS21272A065560	TRAILMAX T-12-UT TRAIL
6 04.TR6815			2000	473482322V1110715	CRONKHITE 4800 6' X 14' TRAILER
6 04.TR6801			2002	13NES240923514794	FONTAINE 55 TON WEDGE LOWBOY TRAILER
6 04.TR6805	TRAIL KING		2003	1TKJ0493X3B012912	TRAIL KING 55 TON LOWBOY TRAILER
6 04.TR8800			2009	40FG0533991030586	TALBERT LANDOLL TA50 LOWBOY TRAILER
6 04.TR8805	TRAIL KING		2005	1TKJ048385B010080	TRAIL KING 50 TON LOWBOY TRAILER
6 04.TR8806	TRAIL KING		2005	1TKS005125B019552	TRAIL KING 70 TON LOWBOY TRAILER
6 07.TK8252	FORD		2005	1FDAF57P85EA17105	FORD F550 MECHANIC TRUCK

# L-M Asphalt Partners, Ltd. dba ATS Construction

EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6	01.TK6250	CHEVROLET	2003	1GBE5E1183F505687	CHEVY C5500 MECHANIC TRUCK
6	07.TK8254	FORD	2007	1FDXF47P77EA73320	FORD F450 MECHANIC TRUCK
6	07.TK6251	FORD	2005	1FDXF46P75ED35268	FORD F450 MECHANIC TRUCK
6	07.TK8253	FORD	2005	1FDAF57P05ED15924	FORD F550 MECHANIC TRUCK
6	07.TK8255	CHEVROLET	2007	1GCHK34657E558565	CHEVY 3500 TRUCK
6	07.TK6254	FORD	2008	3FRWX75H18V668649	FORD F750 MECHANIC TRUCK
6	07.TK6253	FORD	2006	3FRWX65F66V323252	FORD F650 EXT CAB MECHANIC TRUCK
6	07.TK8251	FORD	2002	3FDWF65GX2MA12783	FORD F650 MECHANIC TRUCK
6	07.TK8250	KENWORTH	1996	2XKMA78X8TM711160	KENWORTH T300 MECHANIC TRUCK
6	10.CR8010	GROVE	1989	71732	GROVE RT740B CRANE
6	12.FK6561	CATERPILLAR		AT9003075	CAT V50 FORKLIFT
6	12.FK6560	CATERPILLAR	2003	5CN00201	CAT DP45 FORK LIFT
6	12.FK6570				CAT DP45 FORKLIFT
6	12.ML6011	GENIE		2658	GENIE S80 4 X 4 AERIAL LIFT
6	13.BR8532	ROSCO	1993	41995	ROSCO RIDEON BROOM
6	13.BR8534		2009	808742	SUPERIOR 8FT BROOM
6	13.BR6533	BROCE	2006	405196	BROCE RJ 350 BROOM
6	13.BR6532	BROCE	2003	403193	BROCE RJ-350 BROOM
6	13.BR6534	SUPERIOR	2008	807668	SUPERIOR BROOM DT80CT
6	13.BR8531	WALDON	2000	28297-011	WALDON SM 250 SWEEPMASTER ROAD BROOM
6	13.BA8532				***DO NOT USE**** CHANGED TO 13.BR8532
6	13.BR9060	FORD		C695452	3610 FOR TRACTOR W/ BROOM & SEEDER ATTACHMENTS
6	13.TK8381		2001	1JVM4H341C172004	JOHNSTON 4000C STREET SWEEPER
6	13.TK6383		1993	1E9EAAA75PE105179	ELGIN WHIRLWIND VACUUM
6	14.DZ8020	CATERPILLAR	2002	3CR01860	CAT D5M LGP DOZER
6	14.DZ8021	CATERPILLAR	2003	AKD00295	CAT D5N LGP DOZER
6	14.DZ9050	CATERPILLAR	1998	SLN02103	CAT D6R XL DOZER
6	14.DZ8040	CATERPILLAR	1997	SLN00604	CAT D6R XL DOZER
6	14.DZ8041	CATERPILLAR	2004	AAX000405	CAT D6 DOZER
6	14.DZ9051	CATERPILLAR	1982	20X03469	CAT D6D DOZER W/ JERSEY BOX
6	14.DZ8044	CATERPILLAR	2007	ALY03168	CAT D6N LGP DOZER W/GPS
6	14.DZ8042	CATERPILLAR	2006	ALY02602	CAT D6N LGP DOZER
6	14.DZ8043	CATERPILLAR	2007	ALY03079	CAT D6N LGP DOZER W/GPS
6	14.DZ8070	CATERPILLAR	2004	06YZ1813	CAT D8R II DOZER
6	14.DZ8072	CATERPILLAR	2005	KPZ00827	CAT D8T DOZER
6	14.DZ8067	CATERPILLAR	2004	6YZ01645	CAT D8R II DOZER
6	14.DZ8062	CATERPILLAR	2002	6YZ00717	CAT D8R II DOZER
6	14.DZ8065	CATERPILLAR	2003	6YZ01279	CAT D8R II DOZER
6	14.DZ8069	CATERPILLAR	2004	6YZ01776	CAT D8R II DOZER
6	14.DZ8013	CATERPILLAR	2005	KPZ00393	CAT D8T DOZER
6	14.DZ8063	CATERPILLAR	2002	6YZ00916	CAT D8R II DOZER PUSH TRACTOR
6	14.DZ8064	CATERPILLAR	2003	6YZ01073	CAT D8R II DOZER
6	14.DZ8066	CATERPILLAR	2003	6YZ01405	CAT D8R II DOZER
6	14.DZ8068	CATERPILLAR	2004	6YZ01775	CAT D8R II DOZER
6	14.DZ8073	CATERPILLAR	2005	KPZ00914	CAT D8T DOZER
6	14.DZ8075	CATERPILLAR	2006	KPZ01030	CAT D8T DOZER W/GPS
6	14.DZ8076	CATERPILLAR	2006	KPZ01243	CAT D8T DOZER
6	14.DZ8061	CATERPILLAR	2001	6YZ00392	CAT D8R II DOZER
6	14.DZ8060	CATERPILLAR	2001	6YZ00350	CAT D8R DOZER
6	14.DZ8074	CATERPILLAR	2006	J8B00572	CAT D8T DOZER
6	14.DZ8011	CAT	2004	ABK00687	CAT D9R DOZER
6	14.DZ8090	CATERPILLAR	1987	1J001007	CAT D9N DOZER PUSH TRACTOR
6	15.SC8219	CATERPILLAR	1995	8PL00060	CAT 621F SCRAPER
6	15.SC8218	CATERPILLAR	1995	8PL00058	CAT 621F SCRAPER
6	15.SC8217	CATERPILLAR	1995	8PL00054	CAT 621F SCRAPER
6	15.SC8214	CATERPILLAR	1992	1AB01462	CAT 631E SCRAPER
6	15.SC8213	CATERPILLAR	1992	1AB01461	CAT 631E SCRAPER
6	15.SC8215	CATERPILLAR	1991	1AB01389	CAT 631E SCRAPER
6	15.SC8212	CATERPILLAR	1992	1AB01460	CAT 631E SCRAPER
6	15.SC8216	CATERPILLAR	1991	1AB01407	CAT 631E SCRAPER
6	15.SC8224	CATERPILLAR	2004	CLR00408	CAT 631G SCRAPER

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EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6	15.SC8225	CATERPILLAR.	2004	CLR00409	CAT 631G SCRAPER
6	15.SC8210	CATERPILLAR	1989	6AB01282	CAT 621E SCRAPER
6	15.SC8211	CATERPILLAR	1990	6AB01405	CAT 621E SCRAPER
6	15.SC8222	CATERPILLAR	1999	9XG01124	CAT 615C SCRAPER PADDLE PAN
6	15.SC8226	CATERPILLAR	2006	9XG01892	CAT 615C SCRAPER PADDLE PAN
6	15.SC8223	CATERPILLAR	2001	9XG01455	CAT 615C SCRAPER PADDLE PAN
6	15.SC8221	CATERPILLAR	1997	9XG00913	CAT 615C SCRAPER PADDLE PAN
6	15.SC8220	CATERPILLAR	1996	9XG00715	CAT 615C SCRAPER
6	17.LD8885	CATERPILLAR	2006	BBD01246	CAT 963C TRACK LOADER
6	17.LD8884	CATERPILLAR	2005	BBD01542	CAT 963C TRACK LOADER
6	17.LD8881	CATERPILLAR	1998	9BL02127	CAT 963B TRACK LOADER
6	17.LD8880	CATERPILLAR	1997	9BL01631	CAT 963B TRACK LOADER
6	17.LD8883	CATERPILLAR	2005	2DS03065	CAT 963C TRACK LOADER
6	17.LD8886	CATERPILLAR	2006	BBD02401	CAT 963C TRACK LOADER
6	17.LD8882	CATERPILLAR	2002	2DS02692	CAT 963C TRACK LOADER W/CLEARING FORK & GRAPPLE
6	23.SK8719	CATERPILLAR	2006	PAT02742	CAT 246B SKID STEER RUBBERTIRE
6	23.SK6716	CASE	1998	JAF0252626	CASE 1845C SKID STEER RUBBERTIRE
6	23.SK6717	CASE	2001	JAF0362385	CASE 1840 SKID STEER RUBBERTIRE
6	23.SK6718	CASE	2002	JAF0366061	CASE 60XT SKID STEER RUBBERTIRE
6	23.SK6719	CASE	2006	OSCL01778	CASE 248B SKID STEER RUBBERTIRE HIGH FLOW
6	23.SK8712	CATERPILLAR	2003	CNC01762	CAT 277 SKID STEER TRACK
6	23.SK8710	CATERPILLAR	2003	CNC01759	CAT 277 SKID STEER TRACK
6	23.SK8725	CATERPILLAR	2008	JWF01011	CAT 277C SKID STEER TRACK
6	23.SK8713	CATERPILLAR	2004	MDH00310	CAT 277B SKID STEER TRACK
6	23.SK8726	CATERPILLAR	2009	MBT00924	CAT 279C SKID STEER TRACK
6	23.SK8717	CATERPILLAR	2005	MDH02019	CAT 277B SKID STEER TRACK
6	23.SK8714	CATERPILLAR	2004	MDH00311	CAT 277B SKID STEER TRACK
6	23.SK8716	CATERPILLAR	2004	MDH00655	CAT 277B SKID STEER TRACK
6	23.SK8715	CATERPILLAR	2004	MDH00654	CAT 277B SKID STEER TRACK
6	23.SK8722	CATERPILLAR	2008	JWF00998	CAT 277C SKID STEER TRACK
6	23.SK8711	CATERPILLAR	2003	CNC01761	CAT 277 SKID STEER TRACK
6	23.LD8804	CATERPILLAR	1995	6FN00335	CAT IT28F WHEEL LOADER
6	23.LD8805	CATERPILLAR	1995	3CL01668	CAT IT28F WHEEL LOADER
6	23.LD8821	CATERPILLAR	2006	TWR02306	CAT 930G WHEEL LOADER
6	23.LD8803	CATERPILLAR	1995	3CL01621	CAT IT28F WHEEL LOADER
6	23.LD8806	CATERPILLAR	1996	8CR00162	CAT IT28G WHEEL LOADER
6	23.LD8822	CATERPILLAR	2006	TWR02434	CAT 930G WHEEL LOADER
6	23.LD8808	CATERPILLAR	2002	8CR03791	CAT IT28G WHEEL LOADER
6	23.LD8802	CATERPILLAR	1992	1HF02343	CAT IT28B WHEEL LOADER
6	23.LD8807	CATERPILLAR	2002	8CR03543	CAT IT28G WHEEL LOADER
6	23.LD8820	CATERPILLAR	2000	9SW00782	CAT 924G WHEEL LOADER
6	23.LD6603	CATERPILLAR	2002	3SW01421	CAT 966G WHEEL LOADER
6	23.LD6602	CATERPILLAR	1992	4T600248 ENG 08Z60678	CAT 966F WHEEL LOADER
6	23.LD6601	VOLVO	2005	L150EV8595	VOLVO L150E WHEEL LOADER
6	23.LD6604	CATERPILLAR	2006	JMS02230	CAT 980H WHEEL LOADER
6	24.BH8502	CATERPILLAR	1999	5YN06264	CAT 416C RUBBER TIRE BACKHOE
6	24.BH8513	CATERPILLAR	2004	FDP15178	CAT 420D RUBBER TIRE BACKHOE
6	24.BH6501	CASE		JJG0268381	CASE 580SL BACKHOE RUBBERTIRE
6	24.BH8503	CATERPILLAR	1999	5YN06635	CAT 416C RUBBER TIRE BACKHOE
6	24.BH8511	CATERPILLAR	2004	FDP15126	CAT 420D RUBBER TIRE BACKHOE
6	24.BH8504	CATERPILLAR	1999	5YN06907	CAT 416C RUBBER TIRE BACKHOE W/HAMMER
6	24.BH8506	CATERPILLAR	2001	FDP02499	CAT 420D RUBBER TIRE BACKHOE
6	24.BH8505	CATERPILLAR	2001	BLN00570	CAT 420D IT RUBBER TIRE BACKHOE W/HAMMER
6	24.BH8515	CATERPILLAR	2004	BLN10681	CAT 420D IT RUBBER TIRE BACKHOE
6	24.BH6502	CATERPILLAR	2002	JJG0310471	CASE 580M RUBBERTIRE HOE
6	24.BH8501	CATERPILLAR	1998	1WR08273	CAT 416C IT RUBBER TIRE BACKHOE
6	24.BH8512	CATERPILLAR	2004	FDP15127	CAT 420D RUBBER TIRE BACKHOE
6	24.BH8514	CATERPILLAR	2004	BLN10759	CAT 420D IT RUBBER TIRE BACKHOE
6	24.BH8507	CATERPILLAR	2001	FDP00350	CAT 420D RUBBER TIRE BACKHOE
6	24.BH8509	CATERPILLAR	2002	FDP07336	CAT 420D RUBBER TIRE BACKHOE
6	24.BH8510	CATERPILLAR	2003	FDP12767	CAT 420D RUBBER TIRE BACKHOE

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Q/Co	Equipment	Manufacturer	ModelYr	VINNumber	Description
6 24.FM9013		JOHN DEERE	2011	L06430H662618	JOHN DEERE 6430 TRACTOR
6 26.RT8602		IHI	2006	CB000276	IHI RUBBER TRACK DUMP TRUCK
6 26.RT8603		IHI	2008	CB001031	IHI RUBBER TRACK DUMP TRUCK
6 26.RT8601		IHI	2006	CB000275	IHI IC 100-7 RUBBER TRACK DUMP TRUCK
6 26.RT8610		CATERPILLAR	2010	EED01074	CAT 773F ROCK TRUCK
6 26.RT8611		CATERPILLAR	2010	EED01075	CAT 773F ROCK TRUCK
6 26.RT8612		CATERPILLAR	2010	EED01076	CAT 773F OFF HIGHWAY TRUCK
6 27.AT8617		CATERPILLAR	2005	B1W00163	CAT 730 ARTICULATED EJECTOR
6 27.AT8611		CATERPILLAR	2003	AGF00787	CAT 730 ARTICULATED DUMP TRK
6 27.AT8620		CATERPILLAR	2006	B1W00235	CAT 730 ARTICULATED EJECTOR
6 27.AT8610		CATERPILLAR	2003	AGF00786	CAT 730 ARTICULATED DUMP TRK
6 27.AT8612		CATERPILLAR	2003	AGF00788	CAT 730 ARTICULATED DUMP TRK
6 27.AT8613		CATERPILLAR	2003	AGF00814	CAT 730 ARTICULATED DUMP TRK
6 27.AT8615		CATERPILLAR	2003	AGF00661	CAT 730 ARTICULATED DUMP TRK
6 27.AT8614		CATERPILLAR	2003	AGF00815	CAT 730 ARTICULATED DUMP TRK
6 27.AT8618		CATERPILLAR	2006	B1W00177	CAT 730 ARTICULATED EJECTOR
6 27.AT8619		CATERPILLAR	2006	B1W00234	CAT 730 ARTICULATED EJECTOR
6 27.AT8616		CATERPILLAR	2005	B1W00162	CAT 730 ARTICULATED EJECTOR
6 27.AT8640		KOMATSU	2005	A10052	KOMATSU HM400 ARTICULATED EJECTOR
6 27.AT8646		CATERPILLAR	2007	B1R00230	CAT 740 ARTICULATED EJECTOR
6 27.AT8643		CATERPILLAR	2005	AZZ00342	CAT 740 ARTICULATED EJECTOR
6 27.AT8645		CATERPILLAR	2006	B1R00214	CAT 740 ARTICULATED EJECTOR
6 27.AT8647		CATERPILLAR	2007	B1R00318	CAT 740 ARTICULATED EJECTOR
6 27.AT8641		CATERPILLAR	2003	AZZ00280	CAT 740 ARTICULATED EJECTOR
6 27.AT8648		CATERPILLAR	2008	B1R00389	CAT 740 ARTICULATED EJECTOR
6 27.AT8642		CATERPILLAR	2003	AZZ00281	CAT 740 ARTICULATED EJECTOR
6 29.HR8406				60001	NPK HYD HOE RAM HAMMER 4X
6 29.HR8407			2001	AXC16152	NPK HYD HOE RAM HAMMER 2X
6 29.HR8413			2008	85699	NPK 1500LB HYD HAMMER
6 29.HR8410			2004	76117	NPK E220 HYD HOE RAM HAMMER
6 29.HR8402			1991	26679	NPK HYD HOE RAM HAMMER
6 29.HR8403				33327	NPK HYD HOE RAM HAMMER
6 29.HR8404			1997	52863	NPK HYD HOE RAM HAMMER 16X
6 29.HR8405			1997	34447	NPK HYD HOE RAM HAMMER 16X
6 29.HR8409			2003	71852	NPK E205 HYD HOE RAM HAMMER
6 29.HR8411	NPK		2005	75240	NPK E220 HYD HOE RAM HAMMER
6 29.HR8412	NPK		2007	74916	NPK E205 HOE RAM HAMMER
6 29.PG8031	MORBARK			1981	MORBARK CHIPPER
6 29.PG8030	MORBARK			571-196	MORBARK 1300 TUB GRINDER
6 30.FL6630	ATHEY	1997		740-180	ATHEY 7-12 FROACE FEED LOADER
6 30.RC8190	CAT	2006		6ED00325	CAT RR250 ROAD RECLAIMER
6 30.GR8422	FIAT	1996		85S05140	FIAT FG65C MOTOR GRADER
6 30.GR6421		2001		360	LEEBOY 68S MOTOR GRADER
6 30.GR6420	JOHN DEERE	1989		DW570BX524615	JOHN DEERE 570B GRADER
6 30.GR6424	CATERPILLAR	2005		AMZ00944	CAT 12H MOTOR GRADER
6 30.GR6422	CATERPILLAR	1992		61M14998	CAT 12G MOTOR GRADER
6 30.GR6423	CATERPILLAR	2003		AMZ00644	CAT 12H MOTOR GRADER W/GPS
6 30.GR8423	CATERPILLAR	1997		7WJ00498	CAT 14H MOTOR GRADER W/SONICMASTER
6 30.GR8421	CATERPILLAR	1995		7WJ00060	CAT 14H MOTOR GRADER W/SONICMASTER
6 30.GR8425	CATERPILLAR	2001		7WJ01968	CAT 14H MOTOR GRADER W/GPS
6 30.GR8426	CATERPILLAR	2004		ASE01090	CAT 14H MOTOR GRADER W/GPS
6 30.GR8427	CATERPILLAR	2006		ASE01497	CAT 14H MOTOR GRADER W/GPS
6 30.GR8424	CATERPILLAR	1999		7WJ01285	CAT 14H MOTOR GRADER W/SONICMASTER
6 30.GR8420		1993		93U03480	CAT 16G MOTOR GRADER
6 31.EX8537	CATERPILLAR	2006		CBA02416	CAT 312CL EXCAVATOR W/HAMMER
6 31.EX8544	CATERPILLAR	2008		CBA04501	CAT 312CL EXCAVATOR
6 31.EX8540	CATERPILLAR	2007		PAL00401	CAT 325DL EXCAVATOR
6 31.EX8533	CATERPILLAR	2004		CR800987	CAT 325CL EXCAVATOR W/THUMB
6 31.EX8526	CATERPILLAR	2002		BFE00180	CAT 325CL EXCAVATOR W/THUMB & HAMMER
6 31.EX8542	CATERPILLAR	2008		0A3R01064	CAT 325DL EXCAVATOR
6 31.EX8520	CATERPILLAR	1998		2JRO1626	CAT 325BL EXCAVATOR HOE RAM W/HAMMER

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EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6	31.EX8529	CATERPILLAR	2003	BFE00853	CAT 322CL EXCAVATOR HOE RAM W/HAMMER
6	31.EX8532	CATERPILLAR	2004	CRB00976	CAT 325CL EXCAVATOR HOE RAM W/HAMMER
6	31.EX8534	CATERPILLAR	2005	BFE01641	CAT 325CL EXCAVATOR
6	31.EX8543	CATERPILLAR	2008	0A3R01072	CAT 325DL EXCAVATOR
6	31.EX8528	CATERPILLAR	2003	BFE00651	CAT 325CL EXCAVATOR HOE RAM W/HAMMER
6	31.EX8530	CATERPILLAR	2004	CRB00791	CAT 325CL EXCAVATOR W/HAMMER
6	31.EX8539	CATERPILLAR	2007	PAL00335	CAT 325DL EXCAVATOR
6	31.EX6521	CATERPILLAR	1999	2JRO2506	CAT 325B EXCAVATOR W/THUMB
6	31.EX8538	CATERPILLAR	2007	MWP01039	CAT 330DL EXCAVATOR
6	31.EX8535	CATERPILLAR	2005	DKY03554	CAT 330CL EXCAVATOR
6	31.EX8536	CATERPILLAR	2005	KDD01057	CAT 330CL EXCAVATOR
6	31.EX8525	CATERPILLAR	2001	AGS00832	CAT 345B LME EXCAVATOR
6	31.EX8531	CATERPILLAR	2004	AGS02329	CAT 345BL ME II EXCAVATOR
6	31.EX8541	CATERPILLAR	2007	PJW01928	CAT 345C EXCAVATOR
6	31.EX8527	CATERPILLAR	2002	DER00123	CAT 365B LME EXCAVATOR
6	31.EX8545	KOMATSU	2010	55225	KOMATSU PC800LC-8 EXCAVATOR
6	34.AB8813	PRO-TEC	2003	256AB03	PRO-TEC 2200-SE ARROW BOARD
6	34.MM8301	ALLMAND		9904B416	ALLMAND ARROW BOARD
6	34.MM8302	ALLMAND		256AB03	ALLMAND ARROW BOARD
6	34.MM8303	ALLMAND		9904B470	ALLMAND ECLIPSE ARROW BOARD
6	34.MM8304			1093406	PROTECT O FLASH ARROW BOARD
6	34.MM8305	ALLMAND		279AB03	ALLMAND ECLIPSE ARROW BOARD
6	34.MM8306	ALLMAND		0298AB02	ALLMAND ARROW BOARD
6	34.MM8307	ALLMAND		9007B4119	ALLMAND ARROW BOARD
6	34.MM8308			A93-15-001611	PROTECT O FLASH ARROW BOARD
6	34.MM8287	ADDCO		589286	ADDCO DH 1000 MESSAGE BOARD
6	34.MM8288	ADDCO		585610	ADDCO 1000 ALS MESSAGE BOARD
6	34.MM8289	ADDCO		587806	ADDCO DH 1000 MESSAGE BOARD
6	34.MM8290	ADDCO		590835	ADDCO 1000 ALS MESSAGE BOARD
6	34.MM8291	ADDCO		585608	ADDCO DH 1000 ALS MESSAGE BOARD
6	34.MM8292	ADDCO		587897	ADDCO DH 1000 MESSAGE BOARD
6	34.MM8293				MESSAGE BOARD
6	34.MS8812	ADDCO	1999		**USE 34.MM8292**
6	41.PC8041	EXTEC	2006	9983	EXTEC IMPACT CRUSHER
6	43.PC8042	EXTEC	2006	10163	EXTEC S5 SCREEN PLANT
6	46.ZZ0102	H&B			H&B 4,000 LB PLANT 12
6	46.ZZ0103	BARBER GREEN			BARBER GREEN 10,000LB PLANT 13
6	46.ZZ0104	BARBER GREEN			BARBER GREEN 12,000LB PLANT 14
6	46.ZZ0105	BARBER GREEN			BARBER GREEN 10,000LB PLANT 15
6	46.ZZ0106	ASTECC			ASTECC DOUBLE BARREL PLANT 16
6	46.ZZ0112	HEATEC			HEATEC TAV-25E 25,000 GAL AC TANK
6	46.ZZ0113	GEN-TEC		3641	GEN-TEC 15,000 GA AC TANK
6	46.ZZ0114	ADM			ADM RAP BIN AND FEEDER
6	46.ZZ0116	ASTECC			ASTECC RAP CRUSHING/FEEDER SYSTEM
6	46.ZZ0119	HEATEC		H98-213	HEATEC HC-120 HELICAL COIL HEATER
6	46.ZZ0120	GENTEC		C3A11119	GENTEC AGGREGATE FEED SYSTEM
6	46.ZZ0122	HERMAN		0010445-0096924-IN	HERMAN GREANT DC-70 DRYER & ACCY
6	46.ZZ0123	ASTECC		89-139	ASTECC SILO & DRAG CONVEYOR
6	46.ZZ0124	PMI		3242/50-3775	PMI HIS CRUSHER-TYCO SCREEN
6	46.ZZ0125	RELIABLE		1205-12162002	RELIABLE COLD FEED BINS (5)
6	46.ZZ0126	ASTECC		03JR0029.1	ASTECC SBH-71-17 STATIONARY BAGHOUSE
6	46.ZZ0127	BENSHAW		16136-3323	BENSHAW MOTOR CONTROL CENTER
6	46.ZZ0128	MARKLINE		31331	MARKLINE BATCH HOUSE MODEL 1428
6	46.ZZ0130	GENTEC		21239	GENTEC ACCU-BATCH
6	46.ZZ0131	GENTEC		21239	GENTEC ACCU-BATCH
6	46.ZZ0132	GENTEC		21239	GENTEC ACCU-LOAD
6	46.ZZ0133				BURNER TANK & FUEL PUMP
6	46.ZZ0134				OIL-HEATER EXCHANGER
6	46.ZZ0135	HAUCK			HAUCK STAR JET 520-E
6	46.ZZ0138				TURBO RAP GATOR
6	46.ZZ0139				GEAR BOX DRUM



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EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6 46.ZZ0140					PM2 BLENDING SYSTEM ASTEC
6 46.ZZ0145		ASTEC			ASTEC PORTABLE DOUBLE BARREL 07-003 PLANT 17/15
6 46.ZZ0146		WINSLOW		84-11070-11	WINSLOW TRUCK SCALE
6 46.ZZ0147		STAR JET			STAR JET BURNER SJ4580F
6 46.ZZ0148		STAR JET			STAR JET BURNER SJ4580F
6 46.ZZ0149					COLD FEED SYSTEM
6 46.ZZ0150		DEISTER			SCREEN DEISTER USM-2414
6 46.ZZ0160					EXHAUST FAN ASSEMBLY 44"
6 50.TK8207		FORD	1993	1FDXK84A9PVA28785	FORD F800 FLATBED
6 50.TK6216		FORD	2011	3FRW6FC2BV369128	FORD F650 FLAT BED/STEAM TRUCK
6 55.TK6351		MACK	1989	VG6BA03BOKB051844	MACK SUPPLY TRUCK
6 55.TK6352		INTERNATIONAL	1992	1HTSDNUN8NH405180	INTERNATIONAL 4900 SUPPLY TRUCK
6 53.TK8302		FORD	1986	1FDNK70U1GVA35439	FORD F7000 FLATBED TRUCK
6 50.TK6353		FORD	1993	1FDXK74C6PVA30943	FORD F700 CREW SUPPLY TRUCK
6 51.TK6360		GMC	1991	1GDL7H1J0MJ504445	GMC TOPKICK SINGLE AXLE DUMP TRUCK
6 51.TK6361		FORD	1996	1FTXR82E1TVA03542	FORD L8000 SINGLE AXLE DUMP TRUCK
6 01.TK6211		FORD	1999	3FDWF36F8XMA19503	FORD F350 DUMP TRUCK
6 51.TK8363		FORD	1999	3FEXF8018XMA07975	FORD F800 DUMP TRUCK SINGLE AXLE
6 51.TK8362		FORD	1995	1FDYU90L7SVA11262	FORD LT9000 DUMP TRUCK
6 51.TK8364		MACK	1999	1M2P324C1XM045131	MACK RD688S DUMP TRUCK
6 51.TK8366		MACK	1999	1M2P324C5XM045133	MACK RD688S DUMP TRUCK
6 51.TK8365		MACK	1999	1M2P324C3XM045132	MACK RD688S DUMP TRUCK
6 52.TK8355		FREIGHTLINER	1999	1FVXJ8B6XHB47748	FREIGHTLINER FL80 BOOM TRUCK
6 52.TK8352		FORD	1995	1FDZA90X9SVA72712	FORD LT9000 TRACTOR
6 52.TK6202		MACK	2006	1M1AJ07YX6N004761	MACK CHN613 LOWBOY
6 52.TK8353		STERLING	1999	2FZNNXYB4XAA54556	STERLING LOWBOY TRACTOR
6 52.TK8354		KENWORTH	2006	1XKWPBEX66J160415	KENWORTH W900L TRACTOR
6 53.TK8308		FREIGHTLINER	2001	1FVHBXAK01HG68929	FREIGHTLINER FL80 WATER TRUCK
6 53.TK8305		FORD	1995	1FTY595B4SVA30457	FORD L9000 WATER TRUCK (4000 GA)
6 53.TK6303		MACK	1991	1M2AA12Y0MW011685	MACK CH613 WATER TRUCK
6 53.TK8306		FORD	1998	1FDZS86F3WVA12985	FORD TANDEM AXLE WATER TRUCK
6 53.TK6304		KENWORTH	1997	1XKDD89X6VR752312	KENWORTH T800 WATER TRUCK
6 53.TK8307		STERLING	1999	2FZNAJBB1XAF47144	STERLING LT7500 WATER TRUCK
6 53.TK8309		INTERNATIONAL	2000	2HSCBAHR5YC071884	INTERNATIONAL 9100 WATER TRUCK
6 52.TK8351		FORD	1988	1FDZA90X9JVA27851	FORD LT9000 WATER TRUCK
6 53.TK6302		MACK	1979	RS686LST21549	MACK RS686 TRUCK
6 53.TK8304		GMC	1987	1GDT9E426HV521310	GMC WATER TRUCK
6 54.TK6342		FORD	2005	3FRXF76P55V163576	FORD F750 DISTRIBUTOR TRUCK
6 54.TK6345		FORD	2007	3FRXF75H37V396899	FORD F750 DISTRIBUTOR TRUCK
6 54.TK6341		INTERNATIONAL	2000	1HTSCABN1YH287394	INTERNATIONAL 4700 DISTRIBUTOR TRUCK
6 55.TK8325		FORD	1999	3FEXF8018XMA12920	FORD F800 GREASE/FUEL TRUCK
6 55.TK6320		FREIGHTLINER	1993	1FV6HFAA5PL416328	FREIGHTLINER FL70 GREASE/FUEL
6 55.TK8321		FREIGHTLINER	1993	1FV6HFAA7PL496554	FREIGHTLINER FL70 FUEL TRUCK (2000 GA)
6 55.TK6322		INTERNATIONAL	2003	1HTMMAAL64H617546	INTERNATIONAL 4300 GREASE TRUCK
6 55.TK6321		FREIGHTLINER	1999	1FV6HLBA3XHF33358	FREIGHTLINER FL70 GREASE/FUEL
6 55.TK8323		FORD	1994	1FDYR90LORVA42400	FORD L9000 FUEL TRUCK (2000 GA)
6 55.TK8326		FREIGHTLINER	2000	1FV6HLBA3YHF33457	FREIGHTLINER FL70 FUEL/GREASE TRUCK
6 55.TK8322		FORD	1994	1FDYR90TXRVA16547	FORD L9000 FUEL/GREASE TRUCK
6 55.TK8320		FORD	1992	1FDXK84A3NVA06309	FORD F800 GREASE TRUCK
6 55.TK8324		FORD	1999	3FEXF8011XMA12919	FORD F800 FUEL TRUCK
6 60.SB9021			2006	SB2500BX821	ROADTEC SB2500C SHUTTLE BUGGY
6 60.SB9020			2000	SB2500BX549	ROADTEC SB2500 SHUTTLE BUGGY
6 61.RW6430		BLAW KNOX	1990	10013-19	BLAW KNOX RW100 ROADWIDNER
6 62.PV6403		BLAW KNOX	1995	18033-03	BLAW KNOX PF 180H PAVER RUBBERTIRE
6 62.PV6404		BLAX KNOX	2002	218101-89	BLAW KNOX PF2181 PAVER RUBBERTIRE
6 62.PV6406		BLAW KNOX		187355	BLAW KNOX PF2181 PAVER RUBBERTIRE
6 62.PV6405		BLAW KNOX	1996	320032-25	BLAW KNOX PF3200 PAVER RUBBERTIRE
6 62.PV9041		BLAW KNOX	2006	190718	BLAW KNOX PF3200 PAVER RUBBERTIRE
6 62.PV9040		BLAW KNOX	2000	320027-76	BLAW KNOX PF3200 PAVER RUBBERTIRE
6 62.PV6407		BLAW KNOX	2001	55103071	BLAW KNOX PF5510 PAVER TRACK
6 63.RL6130		INGERSOLL-RAND	1993	5140DGD	INGERSOLL-RAND ST105 ROLLER

# L-M Asphalt Partners, Ltd. dba ATS Construction

EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6	64.RL8140	CATERPILLAR	1999	4KN00774	CAT CS563 COMPACTION ROLLER SMOOTH
6	64.RL8131	CATERPILLAR	1993	1YJ00380	CAT CP563 COMPACTION ROLLER SHEEPFOOT
6	64.RL8133	CATERPILLAR	1995	5JN00105	CAT CP563 COMPACTION ROLLER SHEEPFOOT
6	64.RL8144	CATERPILLAR	2000	9MW00564	CAT 563C COMPACTION ROLLER SMOOTH
6	64.RL8146	CATERPILLAR	2005	9ZW00537	CAT CP563 COMPACTION ROLLER SHEEPFOOT
6	64.RL8134	CATERPILLAR	1996	5JN00248	CAT CP563 COMPACTION ROLLER SHEEPFOOT
6	64.RL8141	CATERPILLAR	2001	9ZW00441	CAT 563D COMPACTION ROLLER SHEEPFOOT
6	64.RL8138	CATERPILLAR	1997	6RN00339	CAT 825G COMPACTION ROLLER
6	64.RL8132	CATERPILLAR	1995	86X01157	CAT 825C COMPACTION ROLLER
6	64.RL8142	CATERPILLAR	2003	AXB00445	CAT 825G II COMPACTION ROLLER
6	64.RL8143	CATERPILLAR	2003	AXB00446	CAT 825G II COMPACTION ROLLER
6	64.RL8145	CATERPILLAR	2004	AXB00486	CAT 825G II COMPACTION ROLLER
6	64.RL8130	CATERPILLAR	1991	86X01004	CAT 825C COMPACTION ROLLER
6	64.RL8149		2005		WACKER RD11A ROLLER
6	64.RL6132	WACKER	1998	769301571	WACKER RD11A ROLLER
6	64.RL6133	INDERSOLL-RAND	2002	169693	INGERSOLL-RAND DD30 ROLLER
6	64.RL6134	INGERSOLL-RAND	2003	173864	INGERSOLL-RAND DD30 ROLLER
6	64.RL8139	CATERPILLAR	1999	5HN00498	CAT CB534C COMPACTION ROLLER STONE
6	64.RL9031	INGERSOLL-RAND	1994	5361	INGERSOLL RAND DD110 ROLLER STONE
6	64.RL8137	CATERPILLAR	1995	4JL00187	CAT CB534B DOUBLE DRUM ROLLER STONE
6	64.RL6136	CATERPILLAR	1998	5HN00425	CAT 534C ROLLER STONE
6	64.RL9030	INGERSOLL-RAND	1994	5357	INGERSOLL RAND DD110 ROLLER STONE
6	64.RL6140	INGERSOLL-RAND	2007	194224	INGERSOLL-RAND DD118HF ROLLER ASPHALT
6	64.RL8135	CATERPILLAR	1995	4JL00176	CAT CB534B DOUBLE DRUM ROLLER STONE
6	64.RL6135	CATERPILLAR	1995	4JL00183	CAT CB-534B COMPACTOR STONE
6	64.RL6137	INGERSOLL-RAND	2002	170016	INGERSOLL-RAND DD90 ROLLER ASPHALT
6	64.RL6138	INGERSOLL-RAND	2002	170017	INGERSOLL-RAND DD90 ROLLER ASPHALT
6	64.RL6139	INGERSOLL-RAND	2001	166397	INGERSOLL-RAND DD110HF ROLLER ASPHALT
6	64.RL8147	CATERPILLAR	2005	5HN00725	CAT CB534 DOUBLE DRUM ROLLER STONE
6	65.RL6131	BOMAG	1988	106610020173	BOMAG BW 12R RUBBERTIRE ROLLER ASPHALT
6	69.MM9002	CATERPILLAR	2006	PM200JP1C000304	CAT PM200 MILLING MACHINE
6	69.MM9001	CATERPILLAR	2006	PM201KPM00211	CAT PM201 MILLING MACHINE
6	71.PV8401		2005	26850102	TERRAMITE SCREED CONCRETE
6	71.CM8030			MC14947-40	GOMACO EC100C CURB EXTRUDER
6	71.CM8020	GOMACO	1989	MC16436-01	GOMACO GT-6000 WALL MACHINE
6	71.CM8023	POWER CURBER	2006	57B03060131698	5700B POWER CURBER
6	71.CM8022	POWER CURBER	2000	601200367	5700B POWER CURBER
6	74.DR8403		2009	1352182	FURUKAWA HCR1200-ED HYDRAULIC DRILL
6	74.DR8402		2009	1352214	FURUKAWA HCR1200-ED HYDRAULIC DRILL
6	76.AC8901	INGERSOLL-RAND			INGERSOLL RAND 250 CFM AIR COMPRESSOR
6	88.CS8096				CONCRETE SAW
6	88.WB8960				CONCRETE FLOOR SAW
6	88.RL8103	RAMMAX	2001	330887	RAMMAX P33HMR ROLLER
6	88.RL8102	RAMMAX	1999	325581	RAMMAX RW1404 ROLLER
6	88.GP8010	TRIMBLE			TRIMBLE GPS BASE D6N LGP, SN8900 RAD
6	88.GP8011	TRIMBLE			TRIMBLE GPS BASE D6N LGP, SN8900 RAD
6	88.GP8104				SPS882 ROVER/BASE
6	88.GP8105			49394022346	SPS882 ROVER/RADIO KIT
6	88.MM8000				TROXLER 3450 GAUGE
6	88.MM8281		2003		CORE DRILL
6	88.MM8312				TOPCON PIPE LASER
6	88.MM8313			VF1096	TOPCON PIPE LASER
6	88.MM8314			VF1242	TOPCON PIPE LASER
6	88.MM8341		2004		TRIMBLE MS750
6	88.MM8342	TRIMBLE	2004		TRIMBLE MS750
6	88.MM8343	TRIMBLE			GPS MS750 CONTROLLER
6	88.MM8357	TRIMBLE			GPS TSC2 CONTROLLER
6	88.MM8359				GPS CONTROLLER SSC25A6665 (SS25A17794 SC11.32)
6	88.MM8433				TOPCAN BLAWKNOX PAVER ELECTRONICS
6	88.MM8434			10320570/13020563	TOPCON 5500V SYST V2 TRACKER
6	88.MM8464	TRIMBLE			TRIMBLE SITEVISION

L-M Asphalt Partners, Ltd. dba ATS Construction

EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6 88.PL8930		TOPCON	2006	VF1251	TOPCON PIPE LASER TPL4GV
6 88.PL8936				0532	AGTEC GRADE LASER
6 88.SE6104				1301248	DIAMON CORE SAW MOUNTED ON TK
6 88.SE6930		TRIMBLE	2008	3417J011SM	TRIMBLE GPS MACHINE
6 88.WT6303					WATER TANK FOR TRUCK
6 88.WT6304					WATER TANK FOR TRUCK 4000 GA
6 91.ZZ0137					NCAT ASPHALT FURNACE
6 88.LP6013				071407	MAGNUM PORTABLE LIGHT PLANT
6 88.LP8013			1992		ALLMAND LIGHT PLANT
6 88.LP8010			1991		ALLMAND LIGHT PLANT
6 88.LP6012				20077	TEREX PORTABLE LIGHT PLANT
6 88.LP6014				71405	MAGNUM PORTABLE LIGHT PLANT
6 88.LP8014			2007	1266P008	ALLMAND LIGHT PLANT
6 88.LP6010				5570795	WACKER PORTABLE LIGHT PLANT
6 88.LP6011				901553	NIGHT HAWK LT12 PORTABLE LIGHT PLANT
6 88.LP8015			2007	1267P008	ALLMAND NL6 LIGHT PLANT
6 88.LP8011			1991		ALLMAND LIGHT PLANT
6 88.LP8012			1992		ALLMAND LIGHT PLANT
6 88.LP8090				REMOTE LIGHTING SYSTEM	PELICAN 9450B LIGHT SYSTEM
6 88.MM8284				16647	VERMEER V-450 TRENCHER PORTABLE
6 88.SB8901			1991	SD2933	FINN B70 BALE STRAW BLOWER
6 88.WP8928			2008	1424063	GORMAN RUPP 6" WATER PUMP
6 88.MM8278				RBG 00208	MILLING HEAD SKID STEER ATTACHMENT
6 88.MM8285					VERMEER 1250 WOOD CHIPPER
6 88.MM8001			2001	600436	HUSQVARNA 395XP CHAIN SAW
6 88.MM8002				064000051	HUSQVARNA 3120XP CHAIN SAW
6 88.MM8003			2008	3500747	HUSQVARNA 460 CHAIN SAW
6 88.MM8004			2007	0200069	HUSQVARNA 570 CHAIN SAW
6 88.MM8005			2010	092000597	HUSQVARNA 346XP 20" CHAIN SAW
6 88.MM8006			2010	092200779	HUSQVARNA 346XP 20" CHAIN SAW
6 88.MM8007			2008	3500826	HUSQVARNA 460 20" CHAIN SAW
6 88.MM8008			2005	1300264	HUSQVARNA 365SP 18" CHAIN SAW
6 88.MM8009			2010	080300094	HUSQVARNA 570 20" CHAIN SAW
6 88.MM8010				7HVX0505EA	HUSQVARNA 346XP CHAIN SAW
6 88.MM8011	STIHL			282963150	STIHL 20' CHAIN SAW
6 88.MM8051			2002	46969006	STIHL TS350 CONCRETE SAW
6 88.MM8052			2004	160876653	STIHL TS400 CONCRETE SAW
6 88.MM8053			2004	160876641	STIHL TS400 CONCRETE SAW
6 88.MM8054			2005	163008897	STIHL TS400 CONCRETE SAW
6 88.MM8055			2006	64689721	STIHL TS400 CONCRETE SAW
6 88.MM8056			2008	168364515	STIHL TS420 CONCRETE SAW
6 88.MM8057			2009	170507606	STIHL TS420 CONCRETE SAW
6 88.MM8058			2009	170507683	STIHL TS420 CONCRETE SAW
6 88.MM8059				165437698	STIHL TS400 14" CONCRETE SAW
6 88.MM8060			2010	170678666	STIHL TS420 14" CONCRETE SAW
6 88.MM8061				168364559	STIHL TS420 CONCRETE SAW
6 88.MM8062			2007	167970557	STIHL TS420 CONCRETE SAW
6 88.MM8063				170678665	STIHL TS420 14" CONCRETE SAW
6 88.MM8064				167166594	STIHL TS420 14" CONCRETE SAW
6 88.MM8065				166065292	STIHL TS400 14" CONCRETE SAW
6 88.MM8066				9675	SOFF-CUT ELEC CONCRETE SAW
6 88.MM8067				167466184	STIHL CONCRETE SAW
6 88.MM8068					STIHL CONCRETE SAW
6 88.MM8069					STIHL TS420 CONCRETE SAW
6 88.MM8070	STIHL				STIHL TS420 CONCRETE SAW
6 88.MM8071				1677972495	STIHL TS420 14" CONCRETE SAW
6 88.MM8072					STIHL TS400 CONCRETE SAW
6 88.MM8073				167104371	STIHL CONCRETE SAW
6 88.MM8074				173069202	STIHL TS 420 CONCRETE SAW
6 88.MM8075				173069254	STIHL TS 420 CONCRETE SAW
6 88.MM8076				173069258	STIHL TS 420 CONCRETE SAW

**L-M Asphalt Partners, Ltd. dba ATS Construction**

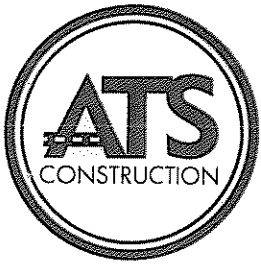
EMCo	Equipment	Manufacturer	Model/Yr	VIN/Number	Description
6 88.MM8100			2010	EZGA-1212161	HONDA EU1000I GENERATOR
6 88.MM8101			2010	EZGA-1212160	HONDA EU1000I GENERATOR
6 88.MM8102				EZGA-1150513	HONDA EU1000 GENERATOR
6 88.MM8103				EZGA-1151496	HONDA EU1000 GENERATOR
6 88.MM8104				1017118	HONDA 3800 GENERATOR
6 88.MM8105			2002	3154229	HONDA EB 3500X GENERATOR
6 88.MM8106			2005	1011875	HONDA EG3800 XA GENERATOR
6 88.MM8107			2005	1006811	HONDA EB3800 GENERATOR
6 88.MM8108			2009	CHM1520360	HUSKY 5000W GENERATOR
6 88.MM8109				1412364	HUSKY 5000W GENERATOR
6 88.MM8110				4765119	HONDA GENERATOR
6 88.MM8111				65204042	HONDA EB3800X GENERATOR
6 88.MM8112				EAAJ-1863405	HONDA EU2000 GENERATOR
6 88.MM8113				EAJC 1011871	HONDA GENERATOR
6 88.MM8114			2003	CHM 1520388	HUSKY 5000W GENERATOR
6 88.MM8115				38008W161612	ALL POWER 6000W GENERATOR
6 88.MM8116	MULTI-QUIP			5559742	MULTI-QUIP GA 2.5H GENERATOR
6 88.MM8117	MULTI-QUIP			5559738	MULTI-QUIP GA 2.5H GENERATOR
6 88.MM8118	HONDA			GC04-804923	HONDA GENERATOR
6 88.MM8119	MULTI-QUIP			5560010	MULTIQUIP3600 GA 3.6 HA GENERATOR
6 88.MM8120				00008081 UA01	INGERSOLL-RAND GENERATOR
6 88.MM8121				00124672 UA01	INGERSOLL-RAND G5H GENERATOR
6 88.MM8122	MULTI-QUIP		2009	5620293	MULTI-QUIP 2500 GENERATOR
6 88.MM8123				EAAJ-1863405	HONDA EV2000 INVERTER
6 88.MM8124	MULTI-QUIP		2007	5559742	MULTI-QUIP 2500 WATT GENERATOR
6 88.MM8125	MULTI-QUIP		2007	5559825	MULTI-QUIP 2500 WATT GENERATOR
6 88.MM8126	HONDA		1999	3138101	HONDA EB3500X GENERATOR
6 88.MM8127	HONDA		2001	3150924	HONDA EB3500X GENERATOR
6 88.MM8128	UNITED POWER				UNITED POWER 5500 WATT GENERATOR
6 88.MM8129	HONDA			3161999	HONDA EB3500 GENERATOR
6 88.MM8130				39008X230443	ALL POWER 6000 WATT ELECTRIC GENERATOR
6 88.MM8151				98013	1 1/2 PACIFIC HYDROSTAR WATER PUMP
6 88.MM8152				D10268	1 1/2 SUBMERSIBLE WATER PUMP
6 88.MM8153			2002	4045D	THOMPSON 6V 880 WATER PUMP
6 88.MM8154			2008	1424063	GORMAN RUPP 6" WATER PUMP
6 88.MM8155				423942	1 1/2 SUBMERSIBLE WATER PUMP
6 88.MM8156				3TH-16405	MULTQUIP 3" WATER PUMP
6 88.MM8157				3TH-16406	MULTQUIP 3" WATER PUMP
6 88.MM8158				D10019	1 1/2 SPA SUBMERSIBLE WATER PUMP
6 88.MM8159				GC 02-721376	2" NORTH STAR HIGH PRESSURE WATER PUMP
6 88.MM8160				5451038	WACKER 3" WATER PUMP
6 88.MM8161			1998	562630	1 1/2 SUBMERSIBLE WARREN WATER PUMP
6 88.MM8162				366152	MULTIQUIP ST2005CUL 2" SUBMERSIBLE WATER PUMP
6 88.MM8163				1293543	GORMAN-RUPP WATER PUMP
6 88.MM8164				152 FAPL09D18655	1 1/2 PACIFIC HYDROSTAR WATER PUMP
6 88.MM8165			2004	5469971	WACKER 4" WATER PUMP
6 88.MM8201				274109351	STIHL BR550 BLOWER
6 88.MM8202				282723347	STIHL BG86 BLOWER
6 88.MM8203				267210687	STIHL BR550 BLOWER
6 88.MM8204				104662	TROY-BILT BLOWER
6 88.MM8211				67369	MILLER TRAILBLAZER 301G WELDER
6 88.MM8212			2004	1250-008314	MILLER 1250 HYPERTHEM POWERMAX 150 WELDER
6 88.MM8213			2002	LC 46408	MILLERMATIC 251 MIG WELDER
6 88.MM8214				LH 160111Q	TRAILBLAZER 302 WELDER
6 88.MM8215			2007	LH 470036Q	MILLER 302 TRAILBLAZER WELDER
6 88.MM8216			2005	LF 113178 STK907	MILLER 302 TRAILBLAZER WELDER
6 88.MM8217			2007	LH 180137Q	MILLER 302 TRAILBLAZER WELDER
6 88.MM8218			2007	LH 420120Q	MILLER 302 TRAILBLAZER WELDER
6 88.MM8219			2006	LG 028735	MILLER BOBCAT 225 WELDER
6 88.MM8220			2007	LH 400243V	MILLER SUITCASE XTREME 12VS WELDER
6 88.MM8221			2007	LH 400266V	MILLER SUITCASE XTREME WELDER

**L-M Asphalt Partners, Ltd. dba ATS Construction**

EMCO	Equipment	Manufacturer	Model/Yr	VIN/Number	Description
6 88.MM8222				LE 318337	MILLER SUITCASE 12VS WELDER
6 88.MM8231				03280626	J-AIR COMPRESSOR
6 88.MM8232				176359	INGERSOLL-RAND 185 AIR COMPRESSOR
6 88.MM8233				004-133589	SULLAIR 375 AIR COMPRESSOR
6 88.MM8234					ATLAS COPCO 175 AIR COMPRESSOR
6 88.MM8235					INGERSOLL-RAND 250 AIR COMPRESSOR
6 88.MM8251					CONCRETE VIBRATOR
6 88.MM8252					CONCRETE VIBRATOR
6 88.MM8253					CONCRETE VIBRATOR
6 88.MM8254					CONCRETE VIBRATOR
6 88.MM8255					CONCRETE VIBRATOR
6 88.MM8256					CONCRETE VIBRATOR
6 88.MM8257					CONCRETE VIBRATOR
6 88.MM8258					CONCRETE VIBRATOR
6 88.MM8261				TG1576	INGERSOLL-RAND PLATE COMPACTOR
6 88.MM8262					MIKASA P180 PLATE COMPACTOR
6 88.MM8263					MIKASA PLATE COMPACTOR
6 88.MM8264				6667245	WACKER WP1550 PLATE COMPACTOR
6 88.MM8265					INGERSOLL-RAND PLATE COMPACTOR
6 88.MM8266					MIKASKA TAMPER PLATE COMPACTOR
6 88.MM8267				J 8313	MIKASA SANGYO SKID COMPACTOR
6 88.MM8268	WACKER			6520530	WACKER SKID COMPACTOR
6 88.MM8269				5465157	WACKER TAMPER
6 88.MM8270				F4227	MIKASA PLATE COMPACTOR
6 88.MM8271		2009		5848732	WACKER BFS202DAS FLOOR SAW
6 88.MM8272		2010		02100010209	HUSQUARNA FLOOR SAW
6 88.MM8273				162011203	TAMP VIBRATOR PLATE
6 88.MM8274				6657615	WACKER PLATE COMPACTOR
6 88.MM8279				3902980404	MILLING HEAD SKID STEER ATTACHMENT
6 88.MM8280				RDG 00116	MILLING HEAD SKID STEER ATTACHMENT
6 88.MM8282				RBG 00208	MILLING HEAD SKID STEER ATTACHMENT
6 88.MM8315				33866	TYPE 150
6 88.MM8316				4900-9592	LASER LB-10
6 88.MM8317				53031	SPECTRA TRIMBLE PRECISION
6 88.MM8471				139257	BROOM SKID STEER ATTACHMENT
6 88.MM8472				AZN02792	BROOM SKID STEER ATTACHMENT
6 88.MM8473				DBP00675	BROOM SKID STEER ATTACHMENT
6 88.MM8474				AZN01627	BROOM SKID STEER ATTACHMENT
6 88.MM8475				ACE00828	BROOM SKID STEER ATTACHMENT
6 88.MM8481				JAJ 9154	TRENCHER SKID STEER ATTACHMENT
6 88.MM8482				JAJ 00801	TRENCHER SKID STEER ATTACHMENT
6 88.MM8483				JAJ 1449	TRENCHER SKID STEER ATTACHMENT
6 88.MM8484				JAJ02089	TRENCHER SKID STEER ATTACHMENT
6 88.MM8486				PRSS2G000268	BRUSH SKID STEER ATTACHMENT
6 88.MM8487				PRSSDB001400	BLADE SKID STEER ATTACHMENT
6 88.MM8488				ADP00595	ROCK SKID STEER ATTACHMENT
6 88.MM8489	KWIK-PIK			64-5-89	ROCK LOFTNESS SKID STEER ATTACHMENT
6 88.MM8490				901B	LODGERING SKID STEER ATTACHMENT
6 88.MM8491				RCW 19399	FORK SKID STEER ATTACHMENT
6 88.MM8511	NAT'L BD 19362			19480	CLEMCO ABRASIVE BLAST MACHINE
6 88.MM8515				129213V862	IR BALLOON LIGHTS
6 88.MM8516				123387	IR BALLOON LIGHT
6 88.MM8517				0C808562	AIR STAR BALLOON LIGHT
6 88.MM8518					IR BALLOON LIGHT
6 88.SB9020					***DO NOT USE*** CHANGED TO 60.SB9020
6 88.SB9021					***DO NOT USE*** CHANGED TO 60.SB9021
6 88.SE6001		2007		03070177	5300 BTU PRESSURE WASHER
6 88.325C422				RCW16125	42" BUCKET FITS 325 W/C LINK
6 88.330D661					66" BUCKET FITS 330 D LINKAGE
6 88.GP8101	TRIMBLE	2007			TRIMBLE GPS SPS850 BASE STATION
6 88.GP8103	TRIMBLE				TRIMBLE GPS GCS900 DUAL GRADER

L-M Asphalt Partners, Ltd. dba ATS Construction

EMCo	Equipment	Manufacturer	ModelYr	VINNumber	Description
6	88.MM8276			66018	ALITEC CP24AT PLANER
6	88.MM8277				CAT PC204
6	88.PL8925	TOPCON	2004	VF0442	TOPCON TPL4GV
6	88.PL8931	TOPCON	2009	VF1704	TOPCON TP-L4GC PIPE LASER
6	90.FT8704				FUEL TANK OFF ROAD DIESEL
6	90.FT8705				FUEL TANK OFF ROAD
6	90.FT8708				FUEL TANK OFF ROAD DIESEL
6	90.FT8709				FUEL TANK ON ROAD DIESEL
6	90.FT8710				FUEL TANK GASOLINE
6	91.8LDG1				OLD FRANKFORT PIKE BLDG - LAB



## Attachment " B "

**L-M Asphalt Partners, Ltd.  
dba ATS Construction**

- 1) Mr. Ryan Griffith, Director  
Kentucky Transportation Cabinet  
200 Mero Street, Mail Code 3-1  
Frankfort, Kentucky 40622  
( 502 ) 564-3500**
  
- 2) Mr. Albert Miller  
Lexington – Fayette Urban County Government  
Director of Streets and Roads  
1555 Old Frankfort Pike  
Lexington, Kentucky 40504  
( 859 ) 258-3451**
  
- 3) Mr. Mark Day  
Lexington – Fayette Urban County Airport Board  
Office of Planning and Development  
Blue Grass Airport  
4000 Terminal Drive, Suite 206  
Lexington, Kentucky 40510  
( 859 ) 425-3107**

*Equal Opportunity Employer*

3009 Atkinson Ave. Suite 400 Lexington, KY 40509  
Phone 859.223.7001 Fax 859.231.0946

TC 14 - 2  
Rev. 2/05

CERTIFICATE NO.

A 2013  
01947



# Certificate of Eligibility

ISSUED BY  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

*This Certifies that* L-M ASPHALT PARTNERS LTD DB/A ATS CONSTRUCTION  
3009 ATKINSON AVENUE SUITE 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, 2013 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
- C1 ASPHALT PAVING OPTION B
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- B PORLAND CEMENT CONCRETE PAVING
- C2 ASPHALT PAVING OPTION A

DATE ISSUED:

March 28, 2013

BY

STATE HIGHWAY ENGINEER  
DEPARTMENT OF HIGHWAYS



**ATTACHMENT " B "**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

Internal Project Number	Type Of Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount		Completion Date
					Of Contract	Or Subcontract	
6500	HMA Paving	04/06	Bluegrass Airport Phase IIIA Bluegrass Airport Board	Prime	\$ 13,300,641.53		12/06
6524	HMA Paving	03/06	Keenland Race Track and Parking Areas Central Rock Mineral Company	Sub	\$ 765,727.05		09/06
6525	Agg/HMA	04/06	Sayre Athletic Complex Sayre School - Owner	Prime	\$ 208,785.24		12/06
6526	Agg/HMA	04/06	Blackford Unit 1 Phase 3 Ball Homes - Owner	Prime	\$ 208,808.48		12/06
6527	Agg/HMA	04/06	Still Meadow Property Elza Reclamation and Construction Company	Sub	\$ 110,473.09		12/06
6529	Agg/HMA	05/06	Lowes of Lexington Gloffre Companies, Inc.	Sub	\$ 386,500.00		12/06
6532	Agg/HMA	05/06	The Reserve at Tates Creek Central Rock Mineral Company - Prime	Sub	\$ 86,072.31		12/06
6533	Agg/HMA	05/06	University of Kentucky Shively Field Parking University of Kentucky	Prime	\$ 103,538.28		07/06
6538	HMA Paving	05/06	US Post Office Parking Lot Rehabilitation Three R Construction Company, Ltd.	Sub	\$ 126,162.18		09/06
6543	Agg/HMA	05/06	Newtown Springs - Citation Boulevard Rosenstein Development - Owner	Prime	\$ 622,129.30		12/06
6545	Agg/HMA	05/06	Newtown Springs Phase 1 Central Rock Mineral Company - Prime	Sub	\$ 215,049.93		12/06
6548	Agg/HMA	07/06	War Admiral Retail Center Madden Development - Owner	Prime	\$ 662,948.71		12/07
6550	HMA Paving	07/06	LFUCG 2006-2007 Resurfacing LFUCG - Owner	Prime	\$ 5,315,576.81		07/07
6556	Agg/HMA	10/06	Sunny Slope - Phase 7 Ball Homes - Owner	Prime	\$ 230,743.40		12/07
6558	Agg/HMA	12/06	Gess Property Phase 2 Central Rock Mineral Company - Prime	Sub	\$ 156,277.19		12/07

**ATTACHMENT " B "**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

Internal Project Number	Type Of Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount		Completion Date
					Of Contract	Or Subcontract	
6559	HMA Paving	8/06	LFUCG - 2006-2007 County Roads LFUCG - Owner	Prime	\$ 325,659.23		06/07
6560	Agg/HMA	10/06	Polo Club Blvd Expansion The Walker Company of Kentucky	Sub	\$ 430,782.78		10/06
6561	Agg/HMA	06/06	Writt Station Subdivision Anderson Communities - Owner	Prime	\$ 124,882.90		12/06
6562	Agg/HMA	06/06	Newtown Springs Townhomes Central Rock Mineral Company - Prime	Sub	\$ 96,191.42		12/06
6563	HMA Paving	04/06	RJ Corman Farm Roads RJ Corman Railroad Company	Prime	\$ 255,974.41		10/06
6568	HMA Paving	04/06	Vulcan Central Quarry Site Improvement Vulcan Materials	Prime	\$ 124,171.72		10/06
6571	Grade & Drain/Concrete	10/07	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-6 (96) / 07-1151	Sub	\$ 8,975,813.19		-
6573	Grade & Drain/Concrete	10/07	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-6 (95) 146 / 07-1149	Sub	\$ 21,326,077.35		-
6574	Grade & Drain/Concrete HMA/Agg	8/07	KYTC Fayette Co. I-75/I-64 IM 75 -4 (61) / 07-1156	Prime	\$ 24,331,325.22		-
6575	Grade & Drain/Concrete HMA/Agg	7/07	KYTC Fayette Co. Liberty/Todds Rd. DPR 0035 (004) / 07-1127	Prime	\$ 7,490,784.24		-
6576	Grade & Drain/Concrete HMA/Agg	3/07	KYTC Fayette Co. I-75/I-64 IM 75-4(59) / 07-1022	Prime	\$ 14,067,638.49		-
6577	Grade & Drain/Concrete	11/06	KYTC Scott Co. I-75 I 75-6 (93) 138 / 06-1055	Prime/JV	\$ 49,880,219.04		-
6578	Grade & Drain/Concrete	11/06	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-6 (94) 151 / 06-1257	Sub	\$ 3,145,633.95		-
6579	Grade & Drain/Concrete	10/06	Newtown Pike Design Build 06-9002	Prime	\$ 11,025,931.51		-
6580	Grade & Drain/Concrete	7/06	KYTC Fayette Co. I-75/I-64 IM 75 -4(57)110 / 06-1038	Prime	\$ 25,070,242.99		-

ATTACHMENT " B "

L-M Asphalt Partners, Ltd. dba ATS Construction

Internal Project Number	Type Of Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount		Completion Date
					Of Contract	Or Subcontract	
6582	Grade & Drain/Concrete	11/05	KYTC Scott Co. US62 STPR 5198 (008) / 05-1237	Prime	\$ 10,886,025.17		-
6583	Grade & Drain/Concrete	9/05	KYTC Kenton Co. Turkeyfoot Rd. PH III STPM 8122(21) / 05-1142	Prime	\$ 14,570,168.48		-
6584	Grade & Drain/Concrete	8/05	KYTC Kenton Co. KY 17 & KY 16 FD04 059 0017 009-016 / 05-1137	Prime	\$ 7,830,839.13		10/08
6585	Grade & Drain/Concrete	6/05	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-7(124) / 05-1127	Sub	\$ 12,259,743.04		-
6707	Agg/HMA	03/07	Fayette County In-Place Maintenance James Mitchell II	Prime	\$ 211,906.17		03/08
6713	Agg/HMA	07/07	Fayette County Public Schools Fayette County Board of Education	Prime	\$ 170,337.67		07/08
6726	HMA Paving	04/07	2007 Spring City Resurfacing LFUCG - L. McMillian	Prime	\$ 12,514,323.15		07/08
6727	Agg/HMA	03/07	LFUCG Sanitary & Storm Sewers Bluegrass Contracting Corporation	Sub	\$ 177,652.88		11/07
6730	HMA Paving	05/07	Clark Properties Unit 1 Phase 2 Woodall Construction Company	Sub	\$ 154,867.24		12/08
6733	HMA Paving	05/07	St. Joseph East Parking Area Lenco Excavation Inc.	Sub	\$ 106,585.56		12/07
6736	HMA Paving	06/07	Woolridge Subdivision Woodall Construction Company	Sub	\$ 807,099.80		12/09
6738	Aggregate	06/07	East Reynolds & Lansdowne Drive LFUCG - Engineering	Prime	\$ 313,503.29		12/07
6739	Agg/HMA	10/06	Providence Place Parkway Anderson Communities - Owner	Sub	\$ 311,493.16		12/07
6746	Agg/HMA	08/07	Bluegrass Aspendale LFUCG - Housing Authority	Sub	\$ 549,335.00		12/07
6750	HMA Paving	03/07	Glencagles Unit 1 Phase 2 Ball Homes - Owner	Sub	\$ 109,794.00		12/07
6752	Agg/HMA	03/07	Myers Property Ball Homes - Owner	Prime	\$ 161,178.02		12/07

ATTACHMENT " B "

L-M Asphalt Partners, Ltd. dba ATS Construction

<u>Internal Project Number</u>	<u>Type Of Work</u>	<u>Award Date</u>	<u>Owner's Name</u> <u>Prime Contractors Name</u>	<u>Joint, Prime Or Sub</u>	<u>Total Amount Of Contract Or Subcontract</u>	<u>Completion Date</u>
6753	HMA Paving	07/07	LFUCG 2007-2008 County Roads	Prime	\$ 452,590.00	07/08
6754	Agg/HMA	10/07	LFUCG - Streets & Roads	Prime	\$ 198,760.00	11/07
6757	Agg/HMA	09/07	JM Smucker Plant Load Dock Area JM Smucker Company	Sub	\$ 610,730.00	06/08
6759	HMA Paving	09/07	Cigar Lane - KY Horse Park Bluegrass Contracting Corporation	Sub	\$ 153,417.25	12/07
6760	Agg/HMA	10/07	St Joe East Parking Lot Lenco Excavation Inc.	Prime	\$ 133,465.00	12/07
6767	Grade & Drain/Concrete HMA/Agg	11/07	Paul Miller Ford Parking Area Paul Miller Ford	Prime	\$ 6,134,884.34	-
6769	Agg/HMA	10/07	KYTC Fayette Co. NH 268-2 (005) / 07-1178	Prime	\$ 93,739.03	12/08
6603	Grade & Drain	10/07	Meadows/Northland/Arlington LFUCG	Prime	\$ 1,087,534.00	12/08
6595	Grade & Drain, HMA	09/07	Providence Place Parkway Anderson Communities - Owner	Prime	\$ 1,397,626.00	12/08
6592	Grade & Drain, HMA	09/07	Gess Parcel 6 Ball Homes - Owner	Prime	\$ 2,519,071.00	12/08
6591	Grade & Drain, HMA	09/07	Mahan Subdivision Ball Homes - Owner	Prime	\$ 765,141.49	12/08
6572	Grade & Drain, HMA	09/07	Mahan Apartments RML LLC	Prime	\$ 1,862,373.00	12/08
6589	Grade & Drain, HMA	10/07	Starshoot Parkway LFUCG	Prime	\$ 4,759,990.02	12/08
6782	Grade & Drain, HMA	11/07	Louden Avenue LFUCG	Prime	\$ 1,392,261.00	12/08
6781	Grade & Drain, HMA	10/07	Greendale Hills Ball Homes - Owner	Prime	\$ 372,019.00	12/08
6783	Grade & Drain/Concrete	10/07	Keene Mansion Keeneland	Prime	\$ 23,021,750.82	-
			KYTC Boone Co. KY 237 STPR 8200 (008) / 07-1161	Prime		

ATTACHMENT " B "

L-M Asphalt Partners, Ltd. dba ATS Construction

Internal Project Number	Type Of Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount		Completion Date
					Of Contract	Or Subcontract	
6799	Grade & Drain/Concrete HMA/Agg	9/07	KYTC Cumberland Co. KY90-KY61 DB 02900900741 / 07-9041	Prime/JV	\$ 53,167,078.16		-
6807	Agg/HMA	03/08	Fayette County In-Place Maintenance James Mitchell II	Prime	\$ 1,024,218.00		03/09
6813	Agg/HMA	07/08	Fayette County Public Schools Fayette County Board of Education	Prime	\$ 294,563.75		07/09
6820	Grade & Drain	01/08	Noland Phase 6 Redevelopment JAH Nicholasville Investments	Prime	\$ 367,488.15		12/08
6822	Grade & Drain	03/08	Paved Trail Unit Price 2008 LFUCC	Prime	\$ 257,484.05		12/08
6846	Grade & Drain, HMA	04/08	Saint Joseph Hospital Temp Parking Area Congleton-Hacker Company	Sub	\$ 292,371.00		12/08
6847	Grade & Drain, HMA	04/08	Glens @ Greendale Phase 1 & 2 Beazer Homes, Inc.	Sub	\$ 135,195.98		12/08
6848	Concrete, Grade, Drain, HMA	06/08	Bluegrass Airport Taxiway D Relocation Bluegrass Airport Board	Prime	\$ 2,513,797.85		12/08
6850	Grade & Drain, HMA	08/08	Hamburg East Polo Club Blvd Silver Oaks Real Estate Investment	Prime	\$ 5,382,472.00		07/09
6851	Grade & Drain, HMA	09/08	Bluegrass Airport Runway 9-27 Phase 1 Bluegrass Airport Board	Prime	\$ 5,341,135.71		08/09
6852	Agg/HMA	09/08	Value Place Hotel RHS General Contractor, LLC	Prime	\$ 143,598.95		06/09
6872	HMA Paving	03/08	Tates Creek Apartments Asphalt Consults, Inc.	Prime	\$ 130,805.09		05/08
6874	Agg/HMA	12/08	LFUCG - Lexington Meadows Northland Arlington MAC Construction & Excavating	Prime	\$ 281,037.93		07/09
6877	HMA Paving	06/08	Sand Lake & Estes Property Elza Reclamation and Construction Company	Prime	\$ 110,630.20		06/08
6880	HMA Paving	03/08	2008 Spring City Resurfacing LFUCG - L. McMillian	Prime	\$ 1,860,050.95		12/08
6882	Agg/HMA	07/08	Saint Joseph East Maternity Ward Lenco Excavation Inc.	Sub	\$ 188,856.95		06/09

ATTACHMENT " B "

L-M Asphalt Partners, Ltd. dba ATS Construction

<u>Internal Project Number</u>	<u>Type Of Work</u>	<u>Award Date</u>	<u>Owner's Name</u> <u>Prime Contractors Name</u>	<u>Joint, Prime Or Sub</u>	<u>Total Amount</u>		<u>Completion Date</u>
					<u>Of Contract</u>	<u>Or Subcontract</u>	
6885	Agg/HMA	06/08	Shelbourne Plaza WS Construction	Sub	\$ 404,751.91		06/09
6888	HMA Paving	09/08	Marshall Property Unit 2 Town Homes Anderson Communities - Owner	Prime	\$ 194,483.50		06/09
6889	HMA Paving	07/08	LFUCG 2008-2009 County Roads LFUCG - Streets & Roads	Prime	\$ 1,278,160.00		12/08
6890	HMA Paving	10/08	2008 Fall City Street Resurfacing LFUCG - S. Williams	Prime	\$ 1,347,174.25		06/09
6891	HMA Paving	08/08	Lexmark International Lexmark International	Prime	\$ 197,450.00		12/08
6895	HMA Paving	03/08	2008/2009 City Street Resurfacing LFUCG - S. Williams	Prime	\$ 5,320,640.10		12/09
2627	Grade & Drain/Concrete	9/06	KYTC Fayette Co. US 60 Westmoreland Ent. FD04 034 0060 000-001 / 06-2231	Prime	\$ 258,515.29		3/07

**Attachment " C "**  
**Work In Progress Report Thru Month of December 2013**

Contract	Description	Contract Amount	Billed to Date	Remining Work to Complete
607036.	CLARK CO/L-64 & KY 627/IMNH0645(068)#101019	1,248,828.32	1,223,249.57	25,578.75
611002.	KENTON COUNTY JL03 059 0016 009-011	10,354,800.78	10,044,538.77	310,262.01
611004.1	ASPHALT RESURFACING NICHOLASVILLE ROAD US27	1,133,913.85	1,020,511.48	113,402.37
611004.2	ASPHALT RESURFACING LIBERTY ROAD KY1927	166,918.05	153,672.94	13,245.11
611009.	SOUTH AIRFIELD CONNECTOR ROAD - BOONE COUNTY	11,994,797.41	10,949,362.04	1,045,435.37
611010.	HARRODSBURG ROAD DCD (US127); ID 111022	6,320,453.27	6,088,005.91	232,447.36
611016.	MAHAN DEVELOPMENT UNIT 1 - PHASE 3	901,550.25	820,174.93	81,375.32
611021.	HARDIN CO/ETOWN-RADCLIFFE CONNECTOR-111036	30,043,465.39	27,285,496.05	2,757,969.34
611022.	FAYETTE COUNTY/SOUND BARRIER WALL/STPM 3003(250)#111048	217,180.70	215,265.27	1,915.43
611023.	CLINTON-PICKETT(TN) COUNTIES CID111345 ALBANY BYPASS & US127	28,515,844.20	28,106,673.89	409,170.31
611107.	CLAYS MILL ELEMENTARY SCHOOL	98,320.00	80,740.00	17,580.00
611109.	BRECKRIDGE ELEMENTARY SCHOOL	157,000.00	114,435.00	42,565.00
611148.	I-64 RESURFACING - 112280 - FAYETTE - FD39 034 0064 071-074	432,840.10	408,202.25	24,637.85
611151.	VARIOUS ROUTES - 113355 - FAYETTE COUNTY - 034GRI1R109-CB06	459,730.68	424,750.96	34,979.72
611153.	VARIOUS ROUTES - 113350 - WOODFORD COUNTY - 120GR11R099	13,643.75	0.00	13,643.75
611164.	SOCIAL SECURITY ADMINISTRATION BUILDING	222,232.50	119,139.11	103,093.39
611170.	SHARKEY UNIT 4 - APARTMENTS	153,520.00	68,467.50	85,052.50
611173.	LEXMARK - PLANT PAVING	81,313.12	76,313.12	5,000.00
611174.	COLDSTREAM LOT 7 - PUBLIC ACCESS ROADWAY	70,656.00	58,777.40	11,878.60
611191.	KEN TOWRY TIRE	47,141.70	37,263.21	9,878.49
612003.	CUMBERLAND COUNTY DESIGN BUILD CHANGE ORDER	12,107,179.94	2,098,213.04	10,008,966.90
612004.	HARDIN CO/ NEW CONNECTOR ROUTE JP02 047 NEW-ROUTE	11,664,066.22	10,336,945.28	1,327,120.94
612005.	FAYETTE-SCOTT COUNTIES CID 121320	15,226,138.98	14,903,292.26	322,846.72

**Attachment " C "**  
**Work In Progress Report Thru Month of December 2013**

Contract	Description	Contract Amount	Billed to Date	Remaining Work to Complete
612010.	CAMP ERNST ROAD(KY237) SECTION 3 CID 121349	22,436,743.31	12,851,947.15	9,584,796.16
612103.	FAYETTE CO/ KY1927 & KY1977 034GR12P031-FD05	300,860.41	292,268.38	8,592.03
612104.	SHARKEY UNIT 3	6,645.00	5,000.00	1,645.00
612112.	122023 EDMONTON ROAD (KY80) ADAIR COUNTY	70,572.22	59,960.68	10,611.54
612113.	122135 J-TOWN-RUSSELL SPRINGS ROAD RUSSEL CO	10,009.29	9,839.78	169.51
612114.	R J CORMAN FARMS	299,687.96	163,991.82	135,696.14
612117.	LFUCG COUNTY ROAD RESURFACING	500,000.00	329,487.00	170,513.00
612124.	123313 - VARIOUS ROUTES IN CLINTON CO	5,000.00	0.00	5,000.00
612126.	ANGLIANA STUDENT HOUSING PHASE 2	191,682.50	187,904.36	3,778.14
612128.	JAMES LANE ALLEN ELEMENTARY	162,665.00	31,815.40	130,849.60
612130.	CITY STREETS RESURFACING 2012	4,000,000.00	3,882,525.97	117,474.03
612147.	VARIOUS ROUTES IN FAYETTE CO - 123337	553,517.56	528,734.38	24,783.18
612154.	UK UNIT PRICE CONTRACT - RESURFACE AREAS 1-13	191,989.84	0.00	191,989.84
612157.	KDOH - WINCHESTER ROAD (US60) 122254	980,150.43	932,073.92	48,076.51
612168.	UK - RENOVATE/UPGRADE SOFTBALL COMPLEX	56,541.00	16,912.00	39,629.00
612169.	HOBBY LOBBY IN HAMBURG	58,985.00	21,264.41	37,720.59
612172.	US60 & US421 BRIDGE REPAIRS EXP JOINTS 122931	9,069.06	0.00	9,069.06
612174.	FCPS - LIBERTY ROAD BUS GARAGE	247,415.00	123,705.00	123,710.00
612176.	WIN STAR FARMS - NEW BREEDING SHED ROADWAY	148,814.00	89,288.40	59,525.60
612178.	DRIVERS EDUCATION PAD - RECOVERY AREA	4,891.00	0.00	4,891.00
612179.	STRIP PATCHING FAYETTE CO	27,928.50	7,784.41	20,144.09
612182.	WIDENING ON CURRY AVE. - WOODALL	9,825.00	0.00	9,825.00
612188.	SEBASTION UNITS 3A,3B,3C, & 3E	45,632.00	43,851.24	1,780.76



**Attachment " C "**  
**Work In Progress Report Thru Month of December 2013**

Contract	Description	Contract Amount	Billed to Date	Remining Work to Complete
612193.	FAYETTE COUNTY OHIO-TENN STATE LINE ROAD (I75) CID 121049	3,921,539.91	3,332,493.09	589,046.82
612197.	NEWTOWN PIKE EXTENSION (KY 922) 121370	3,210,480.55	2,969,125.27	241,355.28
612200.	WINSTAR FARMS ASPHALT PLACEMENT	391,247.88	367,875.18	23,372.70
613002.	LEESTOWN ROAD (US 421) CID 131308	13,192,082.37	278,739.16	12,913,343.21
613003.	CITATION BOULEVARD CID 131308	23,844,353.54	8,978,753.89	14,865,599.65
613007.	ELIZABETH TOWN-RADCLIFFE CONNECTOR ROAD CID 111347	84,071.91	28,596.65	55,475.26
613008.	BLUEGRASS AIRPORT-CRUSHING	85,000.00	63,750.00	21,250.00
613009.	WAR ADMIRAL WAY - US 60 ACCESS	165,735.15	0.00	165,735.15
613100.	NEWTOWN PIKE FD39 034 0922 000-001	645,725.30	394,728.99	250,996.31
613102.	SWITZER OFFICE BUILDING II	135,021.00	83,275.00	51,746.00
613104.	WINSLOW-SOUTH UPPER-BOLIVAR-BROADWAY STREET US27	674,061.65	609,043.82	65,017.83
613105.	VERSAILLES ROAD (US 60)	1,027,707.47	836,071.17	191,636.30
613107.	KDOH - OLD RICHMOND RD CONTRACT ID 132130	753,395.42	659,624.48	93,770.94
613109.	SOUTHERN ELEMENTARY TURN LANE	9,058.50	7,018.54	2,039.96
613112.	STONEWALL ELEMENTARY SCHOOL	69,040.00	31,320.00	37,720.00
613114.	NEW CIRCLE ROAD BRIDGES 132907	91,465.50	83,328.00	8,137.50
613118.	GRIMES MILL ROAD BRIDGE REPLACE	14,208.00	0.00	14,208.00
613121.	PENNINGTON PLACE APARTMENTS - WOODALL	281,715.00	92,268.37	189,446.63
613123.	MARY MARGARET BELL DRIVEWAY	8,867.00	3,700.00	5,167.00
613126.	LEXMARK - B002 SOUTH PARKING LOT REPAVING	156,676.30	146,485.00	10,191.30
613132.	VALERO TERMINALS & DISTRIBUTION CO.	36,412.00	0.00	36,412.00
613135.	VERSAILLES ROAD CONTRACT ID 134107	39,961.47	15,071.02	24,890.45
613138.	ASPHALT RESURFACING - FAYETTE COUNTY CID 133337	504,830.60	454,833.60	49,997.00

**Attachment " C "**  
**Work In Progress Report Thru Month of December 2013**

Contract	Description	Contract Amount	Billed to Date	Remining Work to Complete
613139.	FAYETTE COUNTY I-75 ASPHALT PAVEMENT & REHAB CID 131054	9,591,169.73	0.00	9,591,169.73
613140.	FLEET SERVICES PARKING LOT PAVING	160,000.00	157,920.10	2,079.90
613141.	1555 OLD FRANKFORT PIKE PARKING	98,831.95	79,891.04	18,940.91
613142.	MARY TODD ELEMENTARY - WALKING PATH	5,390.00	5,224.00	166.00
613144.	LFUGG - Div of Solid Waste Parking Pad	53,149.00	46,235.91	6,913.09
613145.	LFUGG - MEADOWS-NORTHLAND-ARLINGTON	29,421.72	11,180.25	18,241.47
613150.	THE SPRINGS AT WINCHESTER - PAVING	302,313.50	0.00	302,313.50
613151.	UK - BASKETBALL COURT @ GREG PAGE APARTMENT	5,600.00	0.00	5,600.00
613154.	MASTERSTATION PARK - LFUGG - PARKS & REC	240,131.32	208,535.71	31,595.61
613157.	ICE HOUSE WAY, SWEET CLOVER LANE, ORCHARD GRASS RD, TOLL GAT	173,716.00	122,507.05	51,208.95
613161.	BROOKFIELD CHASE RUSSELL CAVE ROAD	145,201.00	139,583.22	5,617.78
613163.	RUSSELL CAVE ROAD (KY 353) - PATCHING	252,934.75	0.00	252,934.75
613165.	UK - NORTH & SOUTH SIDE OF VETERANS DRIVE	15,051.20	0.00	15,051.20
613168.	GREEN'S TOYOTA - NEW PARKING LOT AT BODY SHOP	9,941.00	5,200.80	4,740.20
613169.	SOUTHERN EQUINE FARM	50,492.00	0.00	50,492.00
613901.	2013 - CITY STREETS PAVING	12,400,000.00	10,973,512.22	1,426,487.78
<b>Grand Total :</b>		\$ 234,826,158.98	\$ 165,397,735.81	\$ 69,428,423.17



Attachment " D "

L-M Asphalt Partners, Ltd. dba ATS Constuction

Principal Officers, Managers and Superintendents of the Originization

	<u>Name</u>	<u>Position</u>	<u>Years of Experience</u>	<u>Magnitude and Type of Work</u>	<u>Capacity</u>
1 )	Steve Lawson	President	20+	Highway Grading, Asphalt Paving and Utility Construction	Overall Company Administration
2 )	James York	Executive Vice President	30+	Highway Grading, Asphalt Paving and Utility Construction	Overall Company Administration
3 )	Brian R. Billings	Vice President	15+	Asphalt Paving	Engineering
4 )	Harry Burchett	Vice President	30+	Highway Grading, and Utility Construction	Engineering
5 )	Paul Corum III	Secretary	10+	Highway Grading, Asphalt Paving and Utility Construction	Administration
6 )	Willard Mills	Superintendent	35+	Highway Grading, and Utility Construction	Field Superintendent
7 )	Kieth Vance	Superintendent	20+	Asphalt Paving	Field Superintendent

Equal Opportunity Employer

3009 Atkinson Ave. Suite 400 Lexington, KY 40509  
 Phone 859.223.7001 Fax 859.231.0946