



## Pavement Technology, Inc.

24144 Detroit Rd.  
Westlake, OH 44145  
(440) 892-1895

May 5, 2025

Lexington-Fayette Urban County Government  
200 East Main St.  
Lexington, KY 40507

RE: ITB #62-2025 Asphalt Surface Rejuvenation and Sealcoating

Dear Sir/Madam,

Thank you for the opportunity afforded us to bid on project #62-2025. Pavement Technology, Inc. is a specialized company with 50 plus years of experience in the application of Reclamite® Asphalt Rejuvenator. Per said project bid specifications and quantities and the specialized nature of the work and equipment required, our firm will be able to perform all of the work, complete in place, and will not require the utilization of subcontractors. Pavement Technology, Inc. in "Good Faith Effort" will always try to meet the recommended goals, where applicable.

The contact person for this solicitation is our Bids & Contracts Manager, Debbie Cancelliere, who may be reached at [dcancelliere@pavetechinc.com](mailto:dcancelliere@pavetechinc.com).

Respectfully Submitted,

*Susan Durante*

Susan Durante  
Secretary/Treasurer  
[sdurante@pavetechinc.com](mailto:sdurante@pavetechinc.com)

enclosures



**LEXINGTON**

## Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: April 23, 2025

### INVITATION TO BID 62-2025 Asphalt Surface Rejuvenation and Sealcoating

**Bid Opening Date:** May 7, 2025

**Bid Opening Time:** 2:00 PM

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

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **May 7, 2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

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

<b>Check One:</b> <input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> 15 days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes <input checked="" type="checkbox"/> No	

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

Submitted by: Pavement Technology, Inc.

*Firm Name*

24144 Detroit Rd.

*Address*

Westlake, OH 44145

*City, State & Zip*

**Bid must be signed:**

Secretary/Treasurer

**Signature of Authorized Company Representative – Title**

Susan Durante

*Representative's Name (Typed or printed)*

440-892-1895

440-892-0953

*Area Code - Phone – Extension*

*Fax #*

dcancelliere@pavetechinc.com

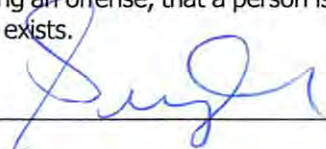
*E-Mail Address*

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

**AFFIDAVIT**

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

1. His/her name is Susan Durante and he/she is the individual submitting the bid or is the authorized representative of Pavement Technology, Inc., the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. 

**STATE OF** Ohio

**COUNTY OF** Cuyahoga

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Susan Durante on this the 5th day  
of May, 2025.

Elizabeth Mielcumy  
Notary Public, State of Ohio  
My Commission Expires: February 27, 2030

My Commission expires: \_\_\_\_\_

  
NOTARY PUBLIC, STATE AT LARGE

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



## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](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 X                      No       

## **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

**KRS 45.610. Hiring minorities - Information required**

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

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

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

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

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

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

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 180 days of the Procurement Contract. After 180 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least sixty (60) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

### Bidders

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

Signature

Pavement Technology, Inc.

Name of Business

## **GENERAL PROVISIONS OF BID CONTRACT**

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice



period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

5/5/25  
Date

# **WORKFORCE ANALYSIS FORM**

Name of Organization: Pavement Technology, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			5														5
Professionals		3	2													3	2
Superintendents																	
Supervisors		10	3			4	1							1		15	4
Foremen																	
Technicians		4														4	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft		16	1	5		19	3			4						44	4
Service/Maintenance																	
Total:		33	11	5		23	4			4				1		66	15

Prepared by: Susan Durante, Secretary/Treasurer

Date: 5 / 5 / 25

*(Name and Title)*

*Revised 2015-Dec-15*



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

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

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

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

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323



**LEXINGTON**

## **MINORITY BUSINESS ENTERPRISE PROGRAM**

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

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

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

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

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

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

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

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

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

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





# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 62-2025

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NONE				
2.				
3.				
4.				

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

Pavement Technology, Inc.

**Company**

5/5/25

**Date**

**Company Representative**

Secretary/Treasurer

**Title**





**LEXINGTON**

**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #**62-2025

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

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

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

Pavement Technology, Inc.

**Company**

5/5/25

**Date**

**Company Representative**

Secretary/Treasurer

**Title**



## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

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

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

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

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

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

## OUTREACH EFFORTS EVALUATION

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



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

<b>Proposer Name:</b>	<u>Pavement Technology, Inc.</u>	<b>Date:</b>	<u>5/5/25</u>
<b>Project Name:</b>	<u>Asphalt Surface Rejuvenation and Sealcoating</u>	<b>Project Number:</b>	<u>62-2025</u>
<b>Contact Name:</b>	<u>Debbie Cancelliere</u>	<b>Telephone:</b>	<u>440-892-1895</u>
<b>Email:</b>	<u>dcancelliere@pavetechinc.com</u>		

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

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

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

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

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

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

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

(Click or tap here to enter text.)  N/A

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



Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. Per said project bid specifications and quantities, our firm will be able to perform all work for Bid Item #1, complete in place and will not require contracting with sub-contractors. Pavement Technology, Inc., in Good Faith Effort, will always try to meet the recommended goals, where applicable.

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



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

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

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

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

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

 Click or tap here to enter text. 

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

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

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

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

Pavement Technology, Inc.

**Company**

5/5/25

**Date**



**Company Representative**

Secretary/Treasurer

**Title**

4870-1925-6809, v. 1

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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



### Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$2 million per occurrence
Contractors Pollution Liability	\$2 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

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

### Safety and Loss Control

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

### Verification of Coverage

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

### Right to Review, Audit and Inspect

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

### DEFAULT

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

# Asphalt Surface Rejuvenation and Sealcoating

## Background

Lexington-Fayette Urban County Government (LFUCG) is seeking vendors to provide Asphalt Surface Rejuvenation and/or Sealcoating for LFUCG public Rights of Way (ROW) as well as other asphalt surfaces, such as parking lots, park roads and trails, etc. These services will be available to all LFUCG agencies.

Work shall consist of furnishing all labor, material, and equipment necessary to perform all operations.

All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

Vendors are not required to bid on both scopes of work.

LFUCG reserves the right to award contract(s) to multiple bidders.

## Asphalt Rejuvenating Specifications

### I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water.

### II. Material Specifications

The asphalt rejuvenating agent shall be composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid, a certified statement from the manufacturer showing that the restorative seal emulsion conforms to the required physical and chemical requirements.

Test Method Tests	<u>Specifications</u> Requirements			
	ASTM	AASHTO	Min.	Max
Tests of Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W <sup>1</sup>	D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test <sup>2</sup>	D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W <sup>3</sup>	D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>4</sup>	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, \$w	D-2006-70	-	-	1.00



Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
	PC	+	A <sub>1</sub> <sup>5</sup>	
	S	+	A <sub>2</sub>	
PC/S Ratio <sup>5</sup>	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S <sup>5</sup>	D-2006-70	-	21	28

<sup>1</sup> ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 °C (300°F) until foaming ceases, then cool immediately and calculate results.

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

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

<sup>4</sup> Test procedure is attached.

<sup>5</sup> Chemical composition by ASTM Method D-2006-70:  
PC = Polar Compounds                      A<sub>1</sub> = Fist Acidaffins,  
A<sub>2</sub> = Second Acidaffins,                      S = Saturated Hydrocarbons

Emulsion shall be freeze stabilized and if freezing has occurred a homogeneous mixture shall be obtained when the material has thawed and been thoroughly mixed.

### III. Material Performance:

The rejuvenating agent shall have a record of at least five years of satisfactory service as a rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate the surface and seal the asphalt in-depth to the intrusion of air and water.

Each bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation conclusively demonstrating that; the restorative seal emulsion has been used successfully for a period of five years by government agencies such as cities, counties, etc., and that the restorative seal emulsion has been proven to perform as heretofore requested.

Reclamite, manufactured by the Witco Corporation, is a product of known quality and accepted performance.

### IV. Applicator Experience:

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

#### **V. Product Standards and Alternatives:**

The product Reclamite for the asphalt rejuvenating agent as manufactured by Witco Corporation is the standard for these specifications and the prices quoted on the Bid sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternatives to the Standard, said prices shall be entered on the BID SHEET as the "Alternative Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the city's requirements for the standard item for which the alternate is offered.

(c) Submit a current material Safety Data Sheet for the alternate materials.

The alternate will be given consideration by the City. The Contractor may furnish only those alternate items included in his proposal and approved by the City prior to award of a contract.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

Should the ALTERNATE offered by found unacceptable by the city based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

#### **VI. Application Temperature / Weather Limitations:**

The temperature of the asphalt rejuvenating emulsion, at the time of application, shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 50°F.

#### **VII. Handling of Asphalt Rejuvenating Agent:**

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any materials for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with

enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Streets and Roads Representative.

#### **VIII. Resident Notification:**

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 48 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract. The Contractor shall contact the LFUCG Division Streets and Roads to obtain "No Parking" signs to post on the streets to be treated. This is to be done with a minimum of 24 hour advance notice.

#### **IX. Applying Equipment:**

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Streets & Roads Representative.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply ½ pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Streets & Roads Representative.



## **X. Application of Rejuvenating Agent:**

The rejuvenating agent shall be applied by a distribution truck at the temperature recommended by the manufacturer and at the pressure required for proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the area to be treated. Distribution shall commence with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of the rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event, the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the rejuvenating agent shall be blended with water at the rate two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Streets & Roads Representative following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Streets & Roads Representative.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Streets & Roads Representative, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Streets & Roads Representative.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Streets & Roads Representative.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Streets & Roads Representative, the Contractor shall take representative samples of material for testing.

## **XI. Street Sweeping:**

The LFUCG Division of Streets & Roads shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the Contractor will clean the streets of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods.

If, after sand is swept and in the opinion of the Streets & Roads Representative a hazardous condition exists on the roadway, the contractor must apply additional sand. No additional compensation will be allowed for reapplications of sand.

## **XII. Traffic Control:**

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and / or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Streets & Roads Representative, has become complete and the area is suitable for traffic.

When, in the opinion of the Streets & Roads Representative, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The Contractor shall notify the Police and Fire departments as to the streets that are to be treated each day.

If, in the opinion of the Streets & Roads Representative, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

## **XIII. Method of Measurement:**

Asphalt rejuvenating agent will be measured by the square yard as provided for in the list to be provided to the Contractor annually at the time of scheduling.

## **XIV. Basis for Payment:**

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for **PER SQUARE YARD** which shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

# **Asphalt Seal Coating Specifications**

## **I. Scope:**

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of asphalt seal coating to asphaltic concrete surface courses, including surface preparation.

## **II. References and Material Specifications**

All reference standards and specifications shall be the current issue or latest revision on the notice to proceed issue date.

- ASTM D5329: Standard Test Method for Sealants and Fillers, Hot Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.
- ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- ASTM D113: Standard Test Method for Ductility of Bituminous Materials.
- ASTM D 2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts).
- ASTM D4: Standard Test Method for Bitumen Content.
- ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- All pavement marking work shall be performed in accordance with the requirements of the 2019 "KYTC Standard Specifications for Road and Bridge Construction" and the latest edition of the "Manual of Uniform Traffic Control Devices."

The Contractor will be contacted prior to bid award and shall submit electronically the manufacturer's specification sheets and suggested installation procedures for the products that the Contractor intends to use. Products to include, but are not limited to, crack seal, blotting material, herbicide, and asphalt emulsion seal coat. The Contractor shall also submit a copy of their warranty documents.

## **III. Area Preparation:**

Unless specifically noted and included in the unit bid pricing, all surface and area preparations are to be considered incidental and included.

Prior to applying sealcoat, the Contractor will clean the area of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. Areas of petroleum saturation shall be scraped, cleaned and coated with an oil spot primer prior to sealcoating.

## **IV. VEGETATION REMOVAL**

Vegetation growing through the surface of the pavement being prepared for crack sealing and/or seal coating shall be removed and sterilized by the use of a propane torch unit eliminating all vegetation, dirt, moisture and seeds. At the option of the vendor, a herbicide may be applied prior to the surface treatment application. This shall be applied far enough ahead of the surface treatment application to sufficiently give the vegetation enough time to properly brown so that when completing the final sweeping before surface treatment no vegetation is left. The method of removal is subject to the approval of the LFUCG. Vegetation Removal shall be considered incidental to all other bid items in this Solicitation.

If a chemical herbicide is used, it shall be applied according to the manufacturer's specifications. The vegetation shall be totally browned before the crack seal and the seal coating is installed. The person applying the herbicide shall have, or be under



the supervision of someone that has, the proper State of Kentucky Pesticide Applicators License. A copy of this license shall be supplied to LFUCG upon request. A log of all herbicides shall be kept and a copy shall be supplied upon request to LFUCG.

## **V. POTHOLE REPAIR**

All potholes shall be repaired before the crack seal is applied. The Contractor shall saw cut the existing asphalt a minimum of 6" past the pothole and associated cracking in all directions. All saw cuts shall be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs shall be rejected and replaced by the Contractor at no additional cost to the LFUCG.

The vendor shall remove the asphalt and any loose base material. The area shall be filled with hot mix asphalt. Once the asphalt has been properly compacted, the final result of the installation shall provide even transitions to the existing area and have joints that are not excessive and a good quality ride is provided. No more than one-quarter (1/4) inch difference in height shall be allowed for the transition between the patch area and the adjacent area. All sawcuts, removal, disposal, preparation, materials, labor and equipment necessary to complete patches shall be incidental to the respective bid items. Cold patch asphalt shall NOT be permitted.

## **VI. CRACK SEALING**

### **1. Materials**

a. The vendor shall use Crafcro PolyFlex Type 3, product #34521 or equivalent crack sealer. Crack sealer shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water.

b. Crafcro Detack blotting material shall be used as, cement dust, or equivalent equal.

### **2. Equipment**

a. Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

b. The compressor shall have a capacity of 75 C.F.M., or more, to ensure an adequate supply of air to effectively clean the cracks and joints. Any pneumatic tool lubricator must be bypassed and a water separator/filter must be installed at the hose inlet connection to keep water and oil out of the lines.

c. A hot compressed air lance can be used to clean, dry, and pre-heat cracks and joints prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

### **3. Work Methods**

a. All cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using these crack sealing specifications and/or the manufacturer's specifications.

b. No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks or joints. The cracks and joints shall be

completely dry before the seal treatment can resume. The vendor may use the Hot Compressed Air Lance method of cleaning and drying the cracks and joints with the approval of LFUCG. The vendor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.

c. All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied. All old material and other debris removed from the cracks and joints shall be removed from the pavement surface immediately. Joints and cracks shall be route 3/4 inch X 3/4 inch. No sealant material shall be placed until the joints and cracks have been cleaned of all loose dirt and material using a minimum of 125 psi/ 100 CFM air compressor. The vendor shall limit the amount of dust created from this operation.

d. The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to insure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. LFUCG shall have the right to reject the product if it is determined that this has occurred.

e. The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one-sixteenth (1/16) inch above the adjacent surface. A squeegee may be used to remove excess sealant from the pavement surface when a crack or joint is overfilled. At no time shall the sealant overburden be more than one (1) inch from the crack or joint edges.

f. A blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the vendor using approved methods.

g. The vendor shall be responsible for any claims of crack seal tracking. If there is a claim, the vendor shall be responsible for applying more blotting material as necessary and addressing the tracked material by either removing or repairing the item that was affected.

#### 4. Curing

a. Crack sealing shall have a minimum of 30 days or Manufacturer's recommended curing time before asphalt emulsion seal coat is applied.

#### 5. Deficiencies and Repairs

a. Where the sealant settles in the crack or joint lower than one-eighth (1/8) inch below the adjacent asphaltic concrete surface, the surface of the sealant shall be cleaned and more sealant shall be installed to meet the specifications. The vendor shall be responsible to remove any excess material that is greater than one-sixteenth (1/16) inch above the adjacent asphaltic concrete.

b. The sealant shall be removed at LFUCG's discretion, and resealed if any of the following occur:

1. The sealant contains imbedded foreign material other than dusting material.
2. The sealant contains entrapped air bubbles.
3. The sealant has de-bonded or pulled away from the crack or joint.

4. The sealant has been excessively heated.
6. Payment
  - a. All materials, labor and equipment necessary to complete the pay items under this section shall be incidental to the respective Route and Crack seal bid items per linear foot.

## **VII. COAL TAR EMULSION SEAL COATING**

### **1. Product Standards and Alternatives:**

- a. Brewer Cote Coal Tar Emulsion Sealer mixed at a ratio of 70% emulsion and 30% Dilution with 4# silica sand per gallon.
- b. Alternative sealers shall be equivalent to or better and subject to review and approval by LFUCG representative.
- c. Two Coat application shall be required under the terms of this advertisement. Application times between coats shall be per the manufacturer's recommendations.

### **2. Application Temperature / Weather Limitations:**

- a. The temperature of the seal coat emulsion, at the time of application, shall be as recommended by the manufacturer. The asphalt seal coat agent shall only be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt seal coat agent shall only be applied when the pavement and ambient temperature are above 50°F and expected to remain there for at least 24 hours.

### **3. Handling of Asphalt Seal Coat Agent:**

- a. Shall be per manufacturer requirements, Material Safety Sheets, and all applicable regulations based on quantity on site.

### **4. General Conditions:**

- a. Prior to application of coatings **protect** adjacent curbs, walks, fences, buildings and other items in the work area.
- b. Prior to seal coating asphalt repairs and crack sealing shall have sufficient curing time as required by the manufacturer's specifications. The surface shall also be thoroughly cleaned and free from all loose material, dirt, and debris using brooms, air blowers and/or power sweepers. Surface must be dry before coatings are installed.
- c. Vegetation removal, crack sealing, and asphalt repair repairs shall be completed as described above.
- d. Scrub and clean grease, oil, and gasoline spots with soap and water and prime according to seal coat manufacturer's specifications.
- e. Apply two coats of asphalt emulsion seal coat according to the manufacturer's specifications.
- f. Application of the asphalt emulsion seal coat shall be done by using rubber faced squeegees, brooms, distributor bar /wand, or combinations of these or other techniques as approved by LFUCG.
- g. Care shall be exercised to leave no unsightly appearance from handwork and the surface shall appear uniform with the machine surface. The same type of finish as applied by the spreader box shall be required



h. Sealed areas shall be barricaded to traffic and may not be opened to traffic during the curing period as recommended by seal coat manufacturer's installation instructions.

i. All materials, labor and equipment necessary to complete the pay items under this section shall be incidental to the respective Asphalt Seal Coat bid items per square foot.

VII. **STRIPING** (NOTE: LFUCG maintains a separate striping and marking contract(s) and reserves the right to utilize that contract/vendor)

1. Paint Striping: Paint striping shall be installed to match existing except that accessible parking spaces shall be installed to meet most current ADA requirements. Van accessible spot(s) shall be installed per ADA requirements. All work shall be performed in accordance with Section 713 of the 2019 KYTC Standard Specification for Road and Bridge Construction and any other sections applicable and the Federal Highway Administration "Manual of Uniform Traffic Control Devices. All materials, labor and equipment necessary to complete the pay items under this section shall be incidental to the respective bid items.

2. Final Inspection Requirements. The minimum retro reflectivity shall be as defined by Section 713.03 for white and yellow stripes. Corrective Work. If a line is found to be defective, repair or remove and replace the line. The correction work will be subject to a proving period as listed above and will be performed at the Contractor's expense. Acceptance of Non-Specification Markings. If weather conditions allow, performing corrective work to bring striping retro reflectivity into conformance. If corrective work has been performed and the work meets all requirements except for minimum retro reflectivity, LFUCG may accept the work according to Subsection 105.04 of the 2019 KYTC Standard Specifications for Road and Bridge Construction. When LFUCG determines the markings may be left in place, LFUCG will accept them at a reduction in the Contract unit bid price according to the Acceptance Pay Schedule. Additionally, LFUCG may remove the striping crew for the remainder of the project according to Subsection 108.06 Part A. LFUCG may also apply to this section when corrective work cannot be performed due to weather.

#### ACCEPTANCE PAY SCHEDULE FOR PERMANENT STRIPING

Pay Value	White mcd/lux/square meter	Yellow mcd/lux/square meter
1.00	≥300	≥225
0.50	251-299	176-224
0.25	226-250	151-175
0.00	200-225	125-150
<b>Remove and Replace</b>	<200	<125

PAYMENT. LFUCG will make payment for the completed accepted quantities under the following:

#### PAY ITEMS PAY UNIT

Pavement Striping – Permanent Paint – 4IN W	Linear Foot
Pavement Striping – Permanent Paint – 4IN Y	Linear Foot
Pavement Striping – Parking Stalls	Linear Foot
Pave Marking – Thermo Combo Arrow	Each
Pave Marking – Thermo Curve Arrow	Each
Pave Marking – Thermo Stop Bar – 24IN	Linear Foot
Pave Marking – Thermo X-Walk – 6IN	Linear Foot
Pave Marking – Handicap Symbol	Each

Pave Marking – Special Markings  
Pave Marking – W/Y Crosshatch

Square Foot  
Linear Foot

LFUCG will consider payment as full compensation for all work required under this section.

**Only new materials shall be used on this contract.**

All references to various sections or subsections are from the 2019 Edition of the KYTC Standard Specifications for Road and Bridge Construction. Likewise reference to the MUTCD is from the most current edition.

**IX. CONCRETE CURB BLOCKS**

Remove and replace damaged or broken concrete curb blocks to match existing. Curb blocks shall be constructed from minimum 3500 psi concrete reinforced with a #4 steel rebar and installed per manufacturers specifications.

All removal, disposal, preparation, fabrication, materials, labor and equipment necessary to complete the work shall be incidental to the bid item

Remove and Replace Curb Block.

**X. WARRANTY**

All work performed under this contract shall be warranted for a minimum period of two (2) years for the materials and labor from the completion of the project and acceptance by LFUCG.

The Contractor shall provide a written warranty that includes, but is not limited to, statements that warrant against the following:

1. the sealer losing its protection value or fading
2. the coating flaking, chipping, or suffering a loss of adhesion
3. abnormal wear

In the event that any of the listed deficiencies occur within the warranty period the Contractor will recoat with the specified material the affected area at no cost to LFUCG. It is the Contractor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to LFUCG. The Contractor shall provide the LFUCG with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified herein. The Contractor shall complete all warranty repairs and permanent replacement as directed by LFUCG, maintaining traffic control as specified herein.

The Contractor shall repair said areas within thirty (30) calendar days from notification by LFUCG. In the event of any failure of the repaired area, in accordance with the performance criteria herein, LFUCG and the Contractor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the Contractor shall repair the failed areas at no cost to LFUCG.

**XI. Applicator Experience:**

The asphalt seal coat shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying

the product proposed for use. He must submit with his bid a list of five projects on which he applied said seal coat. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt seal coat agent must be in control of each day's work. Upon request, the bidder shall submit a written experience outline of the project superintendent.

## **XII. Posting Notification:**

The contractor shall post notices on all entrances to areas being seal coated. The contractor shall also place the notice on the windshield of any parked cars on the area. Posting of notice will be considered incidental to the contract. The Contractor shall provide "No Parking" signs to post on the areas to be treated. This is to be done with a minimum of 24-hour advance notice.

## **XIII. Applying Equipment:**

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the LFUCG Representative.

## **XII. Traffic Control – (when/where applicable):**

The Contractor shall be responsible for Maintenance of Traffic which includes blocking/barricading the paving areas as needed prior to, during, and after all work. Blocking/barricading shall remain in place until all areas are fully cured and able to receive vehicular traffic. Work shall be scheduled to ensure that the area is reopened and ready for use prior to the next regular business day. Maintenance of Traffic shall be considered incidental to all other bid items in this Solicitation.

If, in the opinion of the LFUCG Representative, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

## **XIII. Method of Measurement:**

Individual unit prices will be measured by the unit prices listed, typically square feet, linear feet, or each based on the area limits provided by LFUCG representative when establishing a quote for the project. Quotes should be broken out by unit for review by LFUCG project representative.

## **XIV. Basis for Payment:**

The accepted quantities, measured as provided for above, will be paid for at the contract unit price. Final invoicing shall be broken out by unit.



# Asphalt Surface Rejuvenation and Sealcoating Bid Sheet

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

# Asphalt Rejuvenating

LFUCG typically rejuvenates 200,000 Square Yards, more or less each fiscal year (July-June). This quantity is not guaranteed and is based on fiscal year funding allocation and unit pricing received under this solicitation.

**Reclamite** \$ 1.24 Per Square Yard  
Product Name

## Alternate Rejuvenation Agent

<u>N/A</u>	\$ <u>NO BID</u> Per Square Yard
Product Name	

Item #	Item	Unit of Measure	Unit Price
1	Asphalt Rejuvenation - (ReClamite Agent)	Square Yards	\$1.24
2	Asphalt Rejuvenation (Insert Alternative Agent Name) _____	Square Yards	NO BID
3	ASPHALT SEAL COAT 0-10,000 SQFT	Square Feet	NO BID
4	ASPHALT SEAL COAT 10,000-20,000 SQFT	Square Feet	NO BID
5	ASPHALT SEAL COAT 20,000-50,000 SQFT	Square Feet	NO BID
6	ASPHALT SEAL COAT 50,000-75,000 SQFT	Square Feet	NO BID
7	ASPHALT SEAL COAT MORE THAN 75,000 SQFT	Square Feet	NO BID
8	ASPHALT PATCHING UP TO 4"	Each	NO BID
9	ASPHALT PATCHING 4" – 12"	Each	NO BID
10	PAVEMENT STRIPING – PERMANENT PAINT – 4IN WHITE	Linear Feet	NO BID
11	PAVEMENT STRIPING – PERMANENT PAINT – 4IN YELLOW	Linear Feet	NO BID
12	PAVEMENT STRIPING – PARKING STALLS	Linear Feet	NO BID
13	PAVE MARKING – THERMO COMBO ARROW	Each	NO BID
14	PAVE MARKING – THERMO CURVE ARROW	Each	NO BID
15	PAVE MARKING – THERMO STOP BAR – 24IN	Linear Feet	NO BID
16	PAVE MARKING – THERMO X-WALK – 6IN	Linear Feet	NO BID
17	PAVE MARKING – HANDICAP SYMBOL	Each	NO BID
18	PAVE MARKING – SPECIAL MARKINGS	Square Feet	NO BID
19	PAVE MARKING – W/Y CROSSHATCH	Linear Feet	NO BID
20	ROUTE AND CRACKSEAL 0-5,000 LF	Linear Feet	NO BID
21	ROUTE AND CRACKSEAL 5,000-10,000 LF	Linear Feet	NO BID
22	ROUTE AND CRACKSEAL MORE THAN 10,000 LF	Linear Feet	NO BID
23	REMOVE AND REPLACE CURB BLOCK	Each	NO BID

Contractor will begin work 15 days after written notice. Contractor shall complete work within 180 days of notice to proceed.

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

Pavement Technology, Inc.

**Bidder**



**Authorized Agent**

24144 Detroit Rd.

Street Address

Westlake, OH 44145

City

State

Zip

440-892-1895

Phone Number

440-892-0953

Fax Number

## **SUBMITTALS**

# **Pavement Technology, Inc.**

24144 Detroit Rd.  
Westlake, Ohio 44145

Phone: (800) 333-6309 (440) 892-1895  
Fax: (440) 892-0953

## **Experience Record Reclamite® Asphalt Rejuvenating Agent Application**

<b><u>City and Contact</u></b>	<b><u>Project Information</u></b>	<b><u>Reclamite Used Since</u></b>
Hamilton County Eric Beck 138 E. Court Street, Room 709 Cincinnati, OH 45202 P: 513-946-8430 E: eric.beck@hamilton-co.org	2024 Resurfacing Project Completed: October, 2024 71,530 sq. yd. \$85,836.00	2003
City of Cincinnati Joe Flading 801 Plum Street Cincinnati, OH 45202 P: 513-352-5284 E: joe.flading@cincinnati-oh.gov	2022 Street Rehabilitation Completed: November, 2024 95,359 sq. yd. \$114,430.80	1999
Delhi Township Ron Ripperger 934 Neeb Road Cincinnati, OH 45238 P: 513-922-8609 E: rripperger@delhi.oh.us	2024 Rejuvenation Completed: June, 2024 26,335 sq. yd. \$31,602.00	1998
Franklin County Brad Foster 970 Dublin Road Columbus, OH 43215 P: 614-462-3839 E: bfoster@franklincountyengineer.org	2024 Resurfacing Completed: September, 2024 15,778 sq. yd. \$20,038.06	2000
Montgomery County Joe Dura 451 W. Third Street Dayton, OH 45422 P: 937-225-4904 E: duraj@mcOhio.org	2024 Mad River Rd Resurfacing Completed: May, 2024 2,204 gallons \$52,896.00	2000



### **Equal Employment Opportunity/Affirmative Action (EEO/AA) Policy Statement**

This statement is to reaffirm Pavement Technology's policy on providing Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

Pavement Technology, Inc. will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, sexual orientation, age, handicap, marital status, familial status or religion.

Pavement Technology, Inc. will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading demotion, transfer, recruitment or recruitment advertising, selection layoff disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Pavement Technology, Inc. prohibits the harassment of any employee or job applicant on the basis of their protected class status.

Pavement Technology, Inc. will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

Pavement Technology, Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company or subcontractors to this Company who do not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of the Federal, State and local-governing bodies or agencies thereof, will be subject to appropriate legal sanctions.

Pavement Technology, Inc. has appointed Susan J. Durante as EEO Coordinator to manage our Equal Employment Opportunity Program. The responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, please contact the EEO Coordinator.

Signature: \_\_\_\_\_

Susan J. Durante, EEO Coordinator

Date: 5/5/25



**EMULSIONS**  
INC.

Quality Products and Dependable Service Since 1981

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

## CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE®

IT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO INDICATED, AND THAT PAVEMENT TECHNOLOGY, INCORPORATED HAS BEEN AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: January 2, 2025    Approved by:

A handwritten signature in black ink, appearing to read 'Charles Dawson', followed by the initials 'V.P.' to the right.

Charles Dawson  
Title: Vice President



# TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388  
Phone 661.393.7110 – Fax 661.393.1601

## RECLAMITE® Asphalt Rejuvenating Agent

### Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
<b>Tests on Emulsion:</b>				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w <sup>(1)</sup>	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test <sup>(2)</sup>	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w <sup>(3)</sup>	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>(4)</sup>	GB	GB	—	30
Cement Mixing	D-244			2.0

### Tests on Residue from Distillation

Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
PC + A <sub>1</sub> <sup>(5)</sup>				
S + A <sub>2</sub>				
PC/S Ratio <sup>(5)</sup>	D-2006-70	---	0.5	---
Saturate hydrocarbons, S <sup>(5)</sup>	D-2006-70	---	21	28

<sup>1</sup>ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

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

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

<sup>4</sup>Test procedure is attached.

<sup>5</sup>Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A<sub>1</sub> = First Acidaffins.  
A<sub>2</sub> = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

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# **Evaluation of Seal Coat Runway 16-34 Lajes Field, Azores**

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by  
**J. E. Pickett**

**Geotechnical Laboratory  
U.S. Army Engineer Waterways Experiment Station  
P.O. Box 631  
Vicksburg, Mississippi**

**March 1983**

**Pavement Technology, Inc.**  
*Preventive Maintenance Specialists*

**24144 Detroit Rd.  
Westlake, OH 44145  
1-800-333-6309**





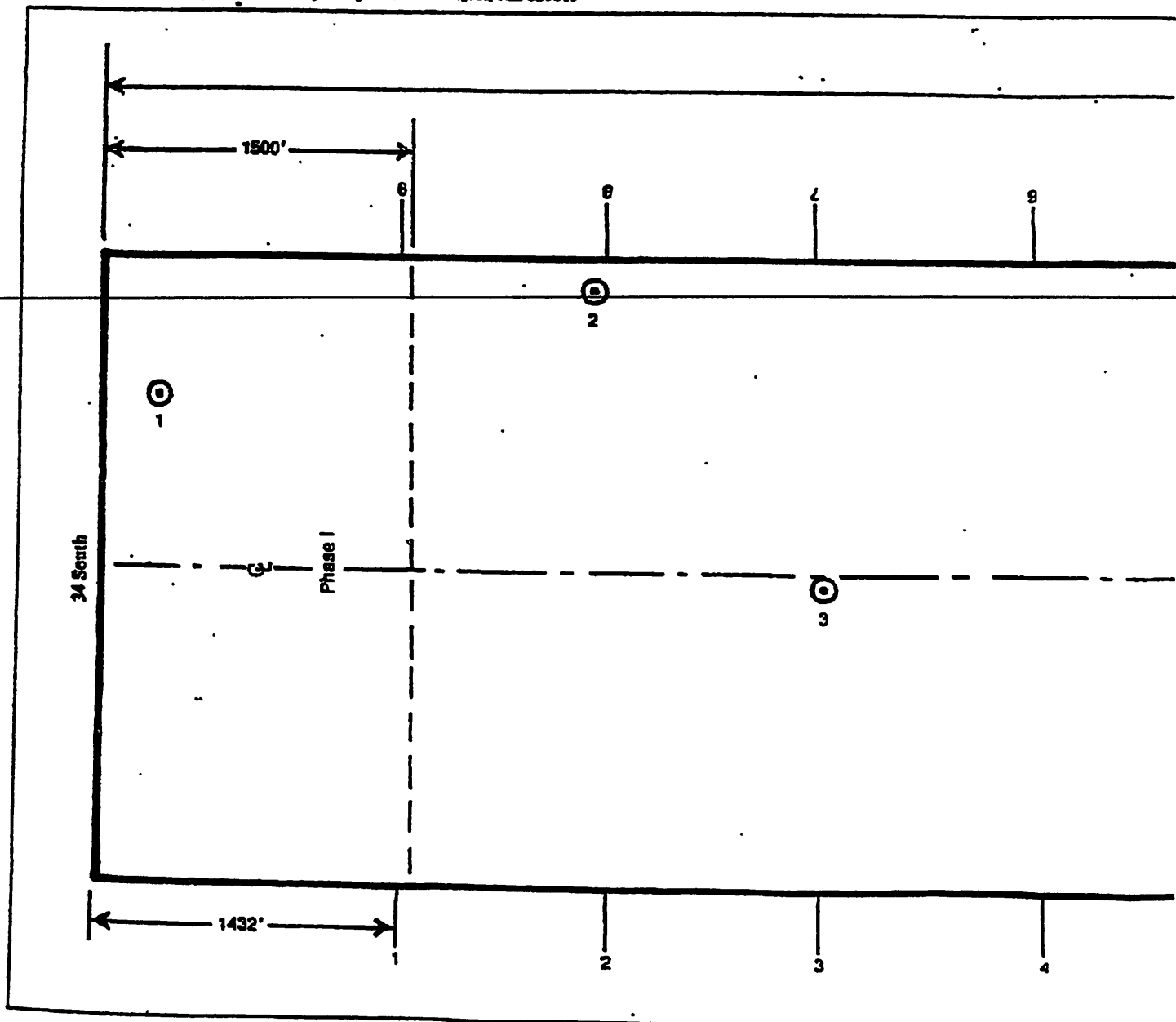
1. In February 1983, the Pavement Systems Division, Geotechnical Laboratory, U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, was requested by the 1605th Air Base Wing (MAC), Lajes Field, Azores, to provide technical assistance and construction inspection of the rejuvenator project on Runway 16-34, which included sampling and laboratory testing. Treatment of the runway was per-

formed 10-15 March. An excess of Reclamite remaining from projects in 1979 and 1983 was used to treat some parking aprons and taxiways.

2. Messrs. Jack E. Pickett and James E. Schoenberger traveled to Lajes Field on 28 February 1983 to take samples before and after treatment and to observe the rejuvenator application.

3. The 10,864-ft runway was divided into sections and treated in three phases. This was

Incl 1 Layout of sampled areas Lajes Rejuvenation Project, AZ 830019



done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

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

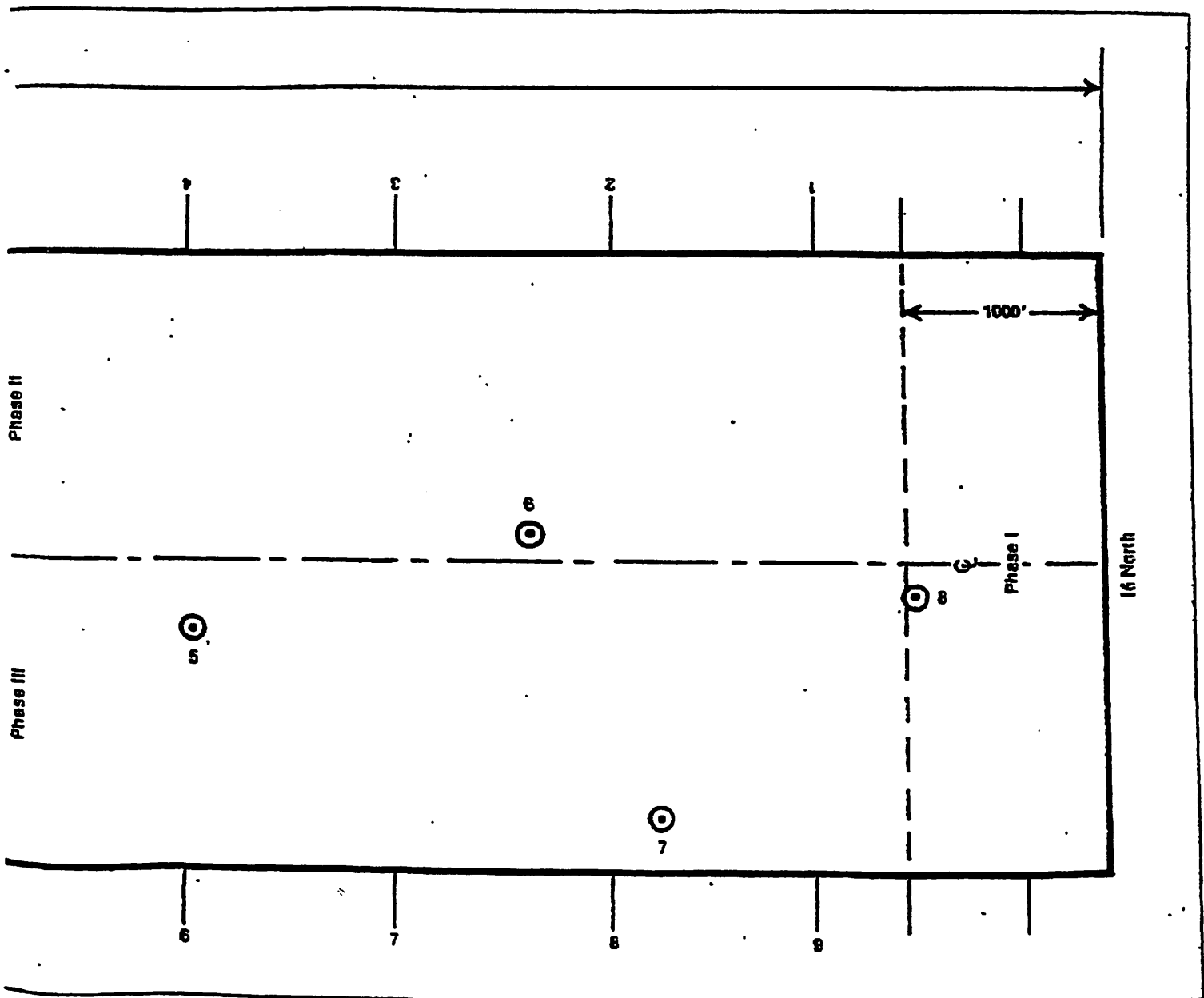


Table I

Lajes Rejuvenator, 1983

Sample Number	Station From South End R/W & C	Penetration 77°F (25°C) 100 g, 5 sec 0.1 mm		Absolute Viscosity 140°F (60°C) 308.0 mm Hg Vacuum, Poises	
		Untreated	Treated	Untreated	Treated
1	2+43, 83.7 ft W	11.00	20.00	401, 351	65, 420
2	23+55, 134.9 ft W	11.00	23.00	449, 520	62, 011
3	34+34, 5.1 ft E	13.00	31.00	242, 293	32, 860
4	52+07, 51.3 ft W	9.00	27.00	1, 852, 362	43, 497
5	64+36, 32.4 ft E	4.00	17.00	2, 774, 367	177, 941
6	80+67, 14.6 ft W	9.00	22.00	863, 971	62, 736
7	86+86, 121.4 ft E	6.00	34.00	1, 263, 880	23, 444
8	99+17, 17 ft E	6.00	29.00	1, 318, 687	41, 392
Average		8.63	25.38	1, 145, 804	63, 663
Change (%)		Penetration	194.00	Viscosity	94.40
			Increase		Decrease

Runway 16-34 was satisfactory. The penetration test shows an increase of approximately 194 percent and the viscosity test shows a decrease of approximately 94 percent. The specification requires the average penetration to be increased by 20 percent and the average viscosity to be decreased by 40 percent.

4. The contractor for the project was Mr. Colin M. Durante, Pavement Technology, Inc., 11260 Berett Road, Cleveland, Ohio 44102. He elected to use Reclamite, a proprietary material manufactured by the Golden Bear Division of Witco Chemical Corporation, Bakersfield, California, as a rejuvenator. Reclamite is a resin-based emulsion that leaves an oily residue and is applied with a bituminous distributor. The Reclamite material was mixed at the job site in a two to one ratio with water, two parts Reclamite to one part water. The Reclamite mixture at ambient temperature (60-70°F) was sprayed onto the runway pavement by using a 1140 gal bituminous distributor equipped with a 10-ft spray bar. Application rates were varied intentionally to avoid excess rejuvenator in areas,

such as recently patched areas, and areas with rubber build-up. Areas outside regular traffic were sprayed heavier, which would not bother air traffic, in case of excess rejuvenator on the surface. Dates of treatment and application rates (gal/yd<sup>2</sup>) are shown in Table II. The remainder of the material was used to spray various taxiways and parking aprons.

Table II

Phase I	
Center 100-ft-wide area	0.053 gal/sq yd
All other areas	0.061 gal/sq yd
Phase II	
From center line runway out 50 ft	0.055 gal/sq yd
All other areas	0.066 gal/sq yd
Phase III	
From center line runway out 50 ft	0.058 gal/sq yd
All other areas	0.074 gal/sq yd

Jack E. Pickett  
Materials Engineering Technician  
Pavement Systems Division  
Geotechnical Laboratory

# Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.



Reclamite was used as a construction seal on the dry areas of this pavement. Untreated areas are still wet from water penetrating the surface.



Reclamite was used as a construction seal on the dry areas of the pavement.

Penetration values of asphalt extracted from cores (New Mexico Highway Department).

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

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

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

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

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



## Asphalt Pavement And Recycling Technologies, Inc.

5207 Minter Field Avenue  
Telephone: (661) 393-2748  
stevee@apartshafter.com

Shafter, CA 93263  
Fax: (661) 393-2804  
bobs@apartshafter.com

Report: 15-1229

January 8, 2016

Customer: Pavement Technology, Inc. – Colin Durante, John Schlegel  
Project: Charleston County, South Carolina – 2015 Reclamite Application

### Samples Submitted:

Sixteen core samples (8 untreated and 8 treated with RECLAMITE®) identified as:

Forest Trail, Halsey Boulevard, Patterson Avenue, South Rhett Avenue, Shadowmoss Parkway, Algon Quin Road, Queen Street, Wingo Way

### Requested Testing:

Determine the Dynamic Shear Rheological properties at 60° C of the recovered asphalt binder from the top 3/8-inch layer of each core. These properties include viscosity, phase angle, complex, elastic and viscous moduli.

### Summary of Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. Viscosity and phase angle, as well as, complex, elastic and viscous moduli were determined on the recovered asphalt binder using Dynamic Shear Rheology as prescribed by AASHTO T315. Test results are reported by Table I.

2016-1-8 J.S.

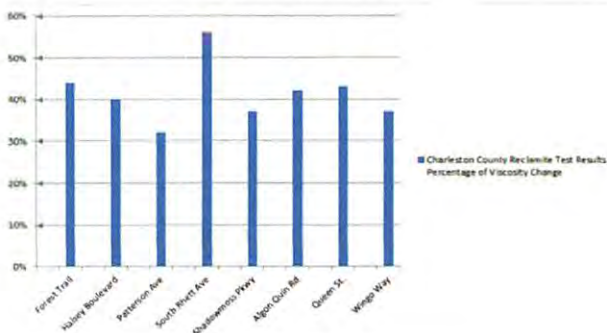
Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Forest Trail					
Untreated	110430	57.8	110720	59055	93653
Treated	61394	68.9	61556	22166	57427
	44% decrease				
Halsey Boulevard					
Untreated	96417	65.8	96672	39579	88198
Treated	57450	69.1	57601	20572	53802
	40% decrease				
Patterson Avenue					
Untreated	108930	65.5	109220	45355	99359
Treated	74116	67.5	74311	28457	68646
	32% decrease				
South Rhetr Avenue					
Untreated	87271	66.9	87501	34302	80498
Treated	38807	70.8	38909	12787	36748
	55% decrease				
Shadowmoss Parkway					
Untreated	85824	67.5	86024	37873	80729
Treated	53725	69.6	53892	23267	49505
	37% decrease				
Algon Quin Road					
Untreated	102100	64.7	102370	43770	92539
Treated	58971	68.4	59126	21781	54968
	42% decrease				
Queen Street					
Untreated	55747	59.9	55867	33013	49677
Treated	32020	70.2	32158	17667	29074
	42% decrease				
Wingo Way					
Untreated	60464	68.2	60624	22522	56285
Treated	37862	70.1	37962	18947	32896
	37% decrease				

Charleston County, South Carolina

Reclamite Application 2015

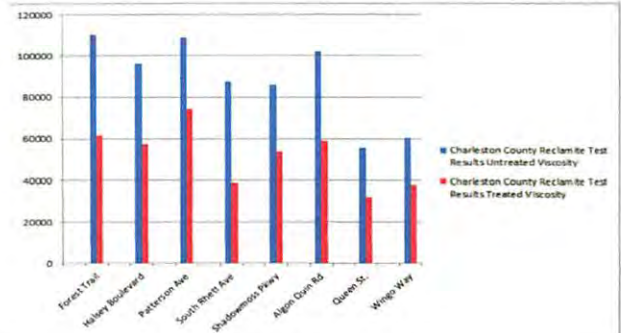
Change in Viscosity Results



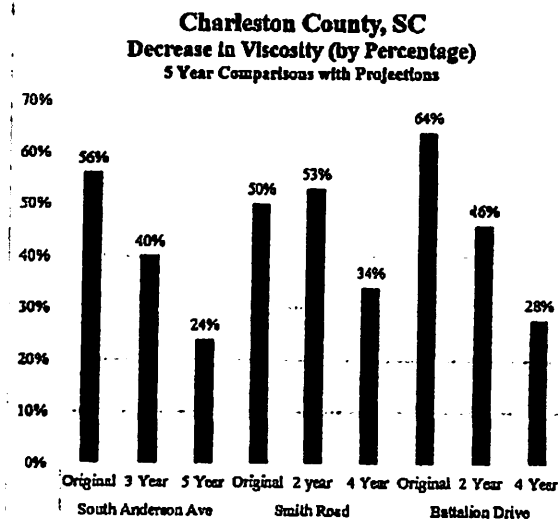
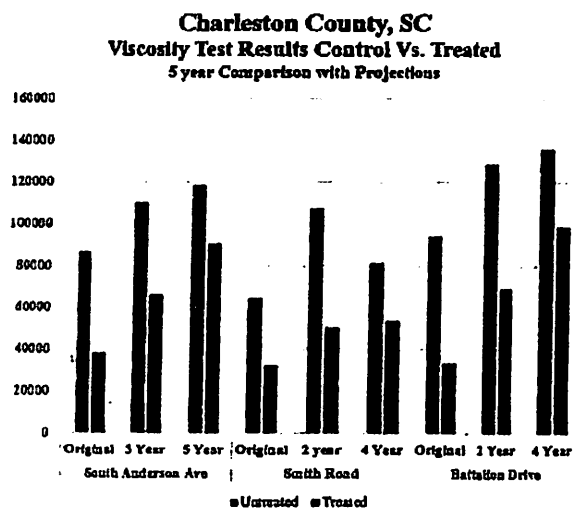
Charleston County, South Carolina

Reclamite Application 2015

Viscosity Test Results Control vs. Treated



Sample Identification	Viscosity 60° C, Poises		
	Original	3 Year	5 Year
<b>South Anderson Avenue</b>			
Untreated	86177	109950	118490
Treated	38220	66424	90198
Percentage Decrease	56%	40%	24%
	Original	2 Year	4 Year
<b>Smith Road</b>			
Untreated	64993	107220	81289
Treated	32426	50643	53746
Percentage Decrease	50%	53%	34%
	Original	2 Year	4 Year
<b>Battalion Drive</b>			
Untreated	94533	128750	136340
Treated	33743	69437	98896
Percentage Decrease	64%	46%	28%



# **PAVEMENT TECHNOLOGY INC.**

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

Asphalt Recycling & Preventive Maintenance Specialists

## **Experience Outline**

### **Operations and Fleet Manager – David Clark**

1994 – 1995	Studied at Alfred State College, New York – Associate in Automotive Trades – Heavy Equipment, Truck and Diesel
1995 – 1997	Worked at a hazardous waste incineration plant / fork life and OSHA training certificates
1997 – 1999	Foundry work / furnace operator specialized in copper and brass.
1999 – Present	Pavement Technology, Inc., Westlake, Ohio
1999 – 2000	General laborer / driver – rejuvenating agent and crack sealing roadways
2000 – 2004	General supervisor in charge of rejuvenating agent application, crack sealing and other miscellaneous road construction work.
2004 – 2015	Fleet Manager in charge of all repairs and scheduling repairs for all trucks and equipment
2015 – 2017	Operations and Fleet Manager – in charge of scheduling crews and day to day operations.
2017 – Present	ATSSA Certified, OSHA 30 Compliant

**Pavement  
Technology,  
Inc.**

24144 Detroit Rd.  
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895  
Fax: 440-892-0953

**CORPORATE RESOLUTION**

Pavement Technology, Inc.

I hereby certify that I am the Founder and President of PavementTechnology, Inc., a corporation duly organized and existing under the laws of the State of Ohio; that on this 2<sup>nd</sup> day of January, 2007, the board of directors of said Corporation authorized and approved the Secretary/Treasurer of said corporation to execute any proposals and contracts for and in behalf of said corporation; that said authority is not contrary to any provision in the articles of incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified and that Susan J. Durante is the duly elected and acting Secretary/Treasurer of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 2<sup>nd</sup> day of January, 2007.

Colin M. Durante, President  
