## **PART VI**

## **CONTRACT AGREEMENT**

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#### **PART VI**

#### CONTRACT AGREEMENT

THIS AGREEMENT, made on the day of Formula, 2022, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and L-M Asphalt Partners, Ltd. dba ATS Construction, doing business as a partnership located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of three million eight hundred fifty-four thousand four hundred eighty-six Dollars and ninety-six Cents (\$3,854,486.96) quoted in the proposal by the CONTRACTOR, dated November 20, 2019, hereby agree to commence and complete the construction described as follows:

#### 1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Strand Associates for the **Town Branch Trail Phase 6 and Turn Lane at Manchester and Forbes Projects**.

### 2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract to substantially complete Phase 6 and Turn Lanes of the project is hereby fixed as the period between notice to proceed and **August 1, 2021**. Substantial completion shall mean that sufficient portions of the hardscape components have been completed to re-open the constructed space to the public.

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract to complete Phase 6 and Turn Lanes of the project in full is hereby fixed as the period between Notice to Proceed and **March 1, 2022**.

#### 3. ISSUANCE OF WORK ORDERS

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

#### 4. THE CONTRACT SUM

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

#### 5. LIQUIDATED DAMAGES

It is mutually agreed by and between the parties hereto that time is of the essence of this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of <u>TEN THOUSAND DOLLARS</u> (\$10,000.00) per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately re-let the Work involved.

#### 6. PROGRESS PAYMENTS

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

#### 7. ACCEPTANCE AND FINAL PAYMENT

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

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

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

#### 8. THE CONTRACT DOCUMENTS

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

#### 9. EXTRA WORK

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

# 10. THE FOLLOWING IS AN ENUMERATION OF THE BID PROPOSAL AND DRAWINGS (CONTRACT DOCUMENTS):

# **CONTRACT DOCUMENTS**

	PAF	
	I II IV V VI VII VIII IX	Advertisement for Bids Information for Bidders Form of Proposal General Conditions Special Conditions Contract Agreement Performance and Payment Bonds Technical Specifications Addendum
APPENDIX A APPENDIX B APPENDIX C APPENDIX D APPENDIX E		LFUCG Standard Drawings KYTC Approved Traffic Management Plan Local Public Agencies – Special Provisions for LPA Administered Projects Other Documents Geotechnical Report

#### **PLAN DRAWINGS**

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

(Seal) ATTEST:	Lexington-Fayette Urban County Government.  Lexington, Kentucky  (Owner)
Depty Clerk of the Urban County Council  (Wilness)	BY: Sinda Horton (Title)
(Seal)	L-M Asphalt Partners, Ltd dba ATS Construction  (Contractor)
(Secretary)*	BY: Por R. Pillip, Mes.
Paul E. Corum III, Secretary	Brian R. Billings, President
(Witness)	(Title)
	(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

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

# **Performance Bond**

CONTRACTOR (Name and Address): L-M Asphalt Partners, Ltd.	(A)	Principal Place of Business): e Insurance Company
dba ATS Construction		
3009 Atkinson Ave., Ste. 400		Plaza, T-4-47
Lexington, KY 40509  OWNER (Name and Address): Lexington-Fayette Urban County Gov	Hartford, CT vernment	06155
Division of Central Purchasing		
. 200 East Main Street		
Lexington, Kentucky 40507		
Date: \$3,854,486.96		
Amount:		
	rn Lane at Manchester on, Kentucky	and Forbes Projects
· · ·	•	
Amount: \$3,854,486.96  Modifications to this Bond:	None	☐See Page 3
CONTRACTOR AS PRINCIPAL	SURETY	
Company: (Corporate Sea Ltd. dba ATS Construction)		(Corporate Seal) e Insurance Company
Signature:	Name and Title: Kim	Watson Attorney-In-Fac
Name and Title: Brian R. Billings	Name and Title. 141	warbon necessary and and
President		
(Any additional signatures appear on page 3)		5,
iii		

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
OWNER'S REPRESENTATIVE (Architect, Engineer or

GCH Insurance Group 780 Winchester Road Lexington, KY 40505

859-254-1836

other party):

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - **4.2.** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be

- prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- **4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Construction Contract, the Surety is obligated without duplication for:
  - **6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and

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

- **6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with

#### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 12 DEFINITIONS

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(Space is provided below for additio page.)	nal signatures of add	ded parties, other than tho	se appearing on the cover
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title: Address:		Signature: Name and Title: Address:	

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-12 One Hartford Plaza

Hartford, Connecticut 06155 bond.claims@thehartford.com

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: **Agency Code:** 

**GCH INSURANCE GROUP** 

14-732421

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

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

Tina Carpenter, Betty Royalty, Jerry Catlett, Mary Crouch, Russell Griffith, John W. Hampton, David Henry, Kim Watson

Lexington, KY

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

**COUNTY OF HARTFORD** 

Hartford

On this 5th day of January 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford. State of Connecticut: that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

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

















Kevin F Jani Willer

# **Payment Bond**

SURETY (Name and Principal Place of Business): CONTRACTOR (Name and Address): L-M Asphalt Partners, Ltd. Hartford Fire Insurance Company dba ATS Construction One Hartford Plaza, T-4-47 3009 Atkinson Ave., Ste. 400 Hartford, CT 06155 Lexington, KY 40509 OWNER (Name and Address): Lexington-Fayette Urban County Government Division of Central Purchasing 200 East Main Street Lexington, Kentucky 40507 CONSTRUCTION CONTRACT \$3,854,486.96 Date: Amount: Description (Name and Location): Invitation to Bid #105-2019, Town Branch Trail Phase 6 and Turn Lane at Manchester and Forbes Projects BOND Lexington, Kentucky

Date (Not earlier than Construction Contract Date): Amount: \$3,854,486.96 **⊠** None ☐ See Page 6 Modifications to this Bond: SURETY CONTRACTOR AS PRINCIPAL (Corporate Seal) Company: (Corporate Seal) Company: Hartford Fire Insurance Company L-M Asphalt Partners, Ltd. dba ATS Signature: > Signature: Name and Title: Kim Watson Attorney-In-Fact Name and Title: President (Any additional signatures appear on page 6) (FOR INFORMATION ONLY - Name, Address and Telephone) OWNER'S REPRESENTATIVE (Architect, Engineer or AGENT or BROKER: other party): GCH Insurance Group

780 Winchester Road Lexington, KY 40505

859-254-1836

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - **4.2.** Claimants who do not have a direct contract with the Contractor:
    - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the

- Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - **6.2** Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract

or to related subcontracts, purchase orders and other obligations.

- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

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

#### 15 DEFINITIONS

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- **15.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of a page.)	dded parties, other than those appearing on the cover
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature: Name and Title: Address:	Signature:Name and Title:

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-12

One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: Agency Code: **GCH INSURANCE GROUP** 

14-732421

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

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

Tina Carpenter, Betty Royalty, Jerry Catlett, Mary Crouch, Russell Griffith, John W. Hampton, David Henry, Kim Watson

Lexington, KY

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

On this 5<sup>th</sup> day of January 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Kartleen T. Maynard Kathleen T. Maynard Notary Public

My Commission Expires July 31, 2021

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

















Kevin F Jam Allem

# **Bid Bond**

# KNOW ALL MEN BY THESE PRESENTS, that we

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

as Principal, hereinafter call the Principal, and

### **Hartford Fire Insurance Company**

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

# **Lexington-Fayette Urban County Government Division of Central Purchasing**

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

#### Five Percent of the Amount Bid

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

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

WHEREAS, the Principal has Submitted a bid for

Invitation to Bid #105-2019; Town Branch Trail Phase 6 and Turn Lane at Manchester and Forbes Projects; Lexington, Kentucky

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

Signed and sealed this

20th day of November, 2019

L-M Asphalt Partners, Ltd. dba ATS Construction

(Principal) (Seal)

Richard L. Crayerart

(Title)
Brian R. Billings, President
Hartford Fire Insurance Company

(Surety) (Seal)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

#### THE HARTFORD

**BOND, T-12** One Hartford Plaza Hartford, Connecticut 06155

bond.claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

**Agency Name:** Agency Code:

**GCH INSURANCE GROUP** 

14-732421

W	11 46 150 2
<u></u>	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
l X	Hartford Consolis Insurance Co.
	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
V	Undford Antidays and I have been seen and the laws of the state of indiana
	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwiter In
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Truin Other Plan I.
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	1 same to the laws of the state of mediana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	a composition daily organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeest a company of the Southeest accompany of the Southeest acco
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida
Alamin L.	

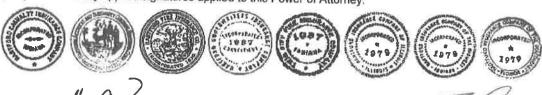
having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Tina Carpenter, Betty Royalty, Jerry Catlett, Mary Crouch, Russell Griffith, John W. Hampton, David Henry, Kim Watson

Lexington, KY

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

On this 5th day of January 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 20, 2019. Signed and sealed at the City of Hartford.



















MAYOR LINDA GORTON



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #3**

Bid Number: #105-2019

Date: November 12, 2019

Subject: Town Branch Trail Phase 6 and Turn Lane at Manchester

and Forbes

Address inquiries to: Sondra Stone (859) 258-3320

#### TO ALL PROSPECTIVE SUBMITTERS:

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

Part 1. Advertisement for Bids. 1. Invitation, paragraph 3, references 2012 Standard Specifications for Road and Bridge Construction. This should reference the 2019 edition.

Todd Slatin, Director
Division of Central Purchasing

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

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

ADDRESS: 3009 Atkinson Avenue, Suite 400, Lexington, Kentucky 40509

SIGNATURE OF BIDDER: 100 Billion

Brian R. Billings, President





MAYOR LINDA GORTON



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #2**

Bid Number: #105-2019

Date: November 8, 2019

Subject: Town Branch Trail Phase 6 and Turn Lane at Manchester

and Forbes

Address inquiries to: Sondra Stone (859) 258-3320

#### TO ALL PROSPECTIVE SUBMITTERS:

#### Please be advised of the following clarifications to the above referenced Bid:

- Revise fence requirements, clarification on shed on Parcel 2, and additional building has been added. The following sheets have been revised.
  - a. Sheet R2G
    - i. Item 02274-Fence-6 FT Chain Link Removed all 310 LF
    - ii. Item 02275-Fence-8 FT Chain Link Modified quantity from 270 LF to 580 LF
  - b. Sheet R2H
    - i. Item 32200 Added (Building and Shed) to description
    - ii. Item 32725 Added Pay Item for removal of additional building
  - c. Sheet R2M
    - i. Modified Hazardous Material Survey note to reflect that it has been provided
    - ii. Item 32200 Added (Building and Shed) to description
    - iii. Item 32725 Added Pay Item for removal of additional building
  - d. Sheet R14
    - i. Added Do Not Disturb Notes for existing fence and north shed
    - ii. Modified disturb limits to include south shed and adjacent pavement
    - iii. Modified building removal note to include south shed
    - iv. Modified fence note to remove 6 FT and replace will 8 FT





#### e. Sheet R28

- i. Added Remove Building note
- ii. Modified Temporary easement to include "For Building Removal"
- 2. See revised Excel Bid Spreadsheet to reflect changes above.
- 3. See revised Form of Proposal to reflect changes above.
- 4. The Start Date for the Sanitary Sewer Improvements Manchester Street and Willard Street Project is November 1, 2019 and the End Date is May 1, 2020.
- 5. Pre-Demolition Asbestos and Lead Survey is attached.
- 6. Revised Appendix D reflecting revised language for railroad insurance requirements is attached.

Todd Slatin, Director Division of Central Purchasing

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

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

ADDRESS: 3009 Atkinson Avenue, Suite 400, Lexington, Kentucky 40509

SIGNATURE OF BIDDER:

Brian R. Billings, President





MAYOR LINDA BORESTE



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #1**

Bid Number: #105-2019

Date: November 1, 2019

Subject: Town Branch Trail Phase 6 and Turn Lane at Manchester

and Forbes

Address inquiries to: Sondra Stone (859) 258-3320

### TO ALL PROSPECTIVE SUBMITTERS:

## Please be advised of the following clarifications to the above referenced Bid:

- 1. The Prime Contractor must complete 30% of the work.
- 2. Point of contact for wage rate issues is Celia Moore, 859-258-3072.
- 3. Subcontractors are strongly encouraged to attend the pre-construction meeting.
- 4. Pre-bid sign-in sheet attached.

Todd Slatin, Director
Division of Central Purchasing

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

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

ADDRESS: 3009 Atkinson Avenue, Suite 400, Lexington, Kentucky

SIGNATURE OF BIDDER:

Brian R. Billings, President





#### PART III

#### **FORM OF PROPOSAL**

#### INDEX

- 1. FORM OF PROPOSAL
- 2. LEGAL STATUS OF BIDDER
- 3. BIDDERS AFFIDAVIT
- 4. BID SCHEDULE-SCHEDULE OF VALUES
- 5. STATEMENT OF BIDDER'S QUALIFICATIONS
- 6. LIST OF PROPOSED SUBCONTRACTORS
- 7. DBE SUB-CONTRACTOR BIDDERS LIST
- 8. CERTIFICATION FOR FEDERAL-AID CONTRACTS
- 9. CERTIFICATION OF PERFORMANCE
- 10. CERTIFICATION OF ORGANIZATION(S)
- 11. CERTIFICATION OF BID PROPOSAL/DBE
- 12. KYTC-DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS
- 13. NON-COLLUSION CERTIFICATION
- 14. STATEMENT OF EXPERIENCE
- 15. EQUAL OPPORTUNITY AGREEMENT
- 16. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY
- 17. WORKFORCE ANALYSIS FORM
- 18. EVIDENCE OF INSURABILITY
- 19. DEBARRED FIRMS
- 20. DEBARMENT CERTIFICATION
- 21. PROVISIONS RELATIVE TO SENATE BILL 258 (1994)
- 22. EXECUTIVE BRANCH CODE OF ETHICS



#### PART III

### Invitation to Bid No. 105-2019

# Turn Lanes at Manchester and Forbes Projects

### 1. FORM OF PROPOSAL

	Place:	Lexington, Kentucky
	Date: Nov	vember 20, 2019
The follow	ving Form of Prop	osal shall be followed exactly in submitting a proposal for this Work.
	sal Submitted by	L-M Asphalt Partners, Ltd. dba ATS Construction
		3009 Atkinson Avenue, Suite 400 Lexington, Kentucky 40509
		(Name and Address of Bidding Contractor)
(Hereinafte <b>Kentuck</b>	er called "Bidde	er"), organized and existing under the laws of the State of siness as " A Partnership "
		orporation," "a partnership", or an "individual" as applicable.
Го:	(Hereinafter of Office of the I	yette Urban County Government called "OWNER") Director of Purchasing n Street, 3rd Floor

#### Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the Town Branch Trail Phase 6 and Turn Lanes at Manchester and Forbes Projects having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract as to be specified in the Notice to Proceed and to substantially and fully complete the project according to the schedule below. Full completion shall be as defined in the Kentucky DOH Standard Specifications. Substantial completion shall mean that sufficient portions of the hardscape components have been completed to re-open the constructed space to the public. Only the applicable zones noted in the schedule are subject to substantial completion dates. BIDDER further agrees to pay liquidated damages in the



sum of \$10,000.00 for each consecutive calendar day after the scheduled completion dates in which the project is not substantially or fully complete.

Phase	Substantial Completion Date	Full Completion Date	
6	August 1, 2021	March 1, 2022	
Turn Lane	August 1, 2021	March 1, 2022	

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	1	_ Date _	November	1,	2019
Addendum No.	2	Date	November	8,	2019
Addendum No.		_ Date _	November	12,	2019
Addendum No.		_Date _			
Addendum No.		_ Date _			
Addendum No.		_ Date _			
Addendum No.		_ Date _			
Addendum No.		_ Date _			

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



# 2. <u>LEGAL STATUS OF BIDDER</u>

XXXXX	ĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸĸ	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
* 2.	A Partnership, all of the members of which, with addresses a such)	
	L-M Holdings, Inc.	Sole General Partner
	Steven L. Lawson	Limited Partner
	Steven Adam Lawson	Limited Partner
	Tyler George Lawson	Limited Partner
	Shelby Mary Ann Lawson	Limited Partner
XXXXX	ANN NAMED OF THE PROPERTY OF T	**************************************

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



#### 3. **BIDDERS AFFIDAVIT**

#### ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date:	January 1, 2019
Affidavit Expiration Date	: December 31, 2019
Maximum Length One-Y	ear

#### REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

#### FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
  - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

# FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
  - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.



b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Bignature Signature	ing Pasia	Brian R. Bi Printed Name	11ings
President		November 20	, 2019
Title		Date	
Company Name	L-M Asphalt	Partners, Ltd. db	ATS Construction
Address	3009 Atkins	on Avenue, Suite 40	00
	Lexington, l	Kentucky 40509	
Subscribed and sworn t	o before me by_	Brian R. Billings	3
		(Affiant)	
		President	
T. M. Apphala Don	-	(Title)	
L-M Asphalt Par of dba ATS Constru		this 20th.	November



(Company Name)

Notary Public [seal of notary]

ic Richard L

Craycra

**My** commission expires:

NOTARY PUBLIC NOTARY ID 553418

#### BIDDERS AFFIDAVIT (LFUCG)

Comes	s the Affiant, Brian R. Billings, a	ind after	bein	g first
duly s	worn, states under penalty of perjury as follows:			
	1. His/her name is Brian R. Billings			and
	he/she is the individual submitting the bid or is the authorized representa	tive of		
	L-M Asphalt Partners, Ltd. dba ATS Construction		the	entity
	submitting the bid (hereinafter referred to as "Bidder").			•

- 2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
- 3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
- 4. Bidder has authorized the Division of Central Purchasing to verify the abovementioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- 5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
- 6. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Signature

Brian R. Billings

Printed Name



President	November 20, 2019
Title	Date
Company Name  L-M Asphalt	Partners, Ltd. dba ATS Construction
	on Avenue, Suite 400 Kentucky 40509
Subscribed and sworn to before me by _	Brian R. Billings
×	(Affiant)
	President
L-M Asphalt Partners, Ltd.	(Title) November
of dba ATS Construction  (Company Name)	this_20th day of, 20_19
Notary Public Richard L. Crayera [seal of notary]	ommission expires: April 22, 2020



### 4. BID SCHEDULE - SCHEDULE OF VALUES

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

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

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

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

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

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

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

This contract includes alternate bid items. Alternates will only be considered and added to the Base Bid provided funding is available. Alternates will only be added to the base bid in the order listed in the proposal. LFUCG reserves the right to add unselected alternates after award at the unit prices bid should additional funding for the project become available. Change orders for adding unselected alternates will be done at the unit prices originally bid for the alternate.

#### Payment:

Accepted quantities for Work shall be paid for at their respective Contract "Unit Price" as quoted (which shall be for all Work required under this Section) and paid per "Unit To Bid On" of specified "Description" satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the Work.

#### **Digital Bid Submittals:**

Bidders are required to submit Excel Bid Schedule ONLY. Bid Schedule should be completed with pricing, printed out, signed, and submitted as bid. Bidders must also submit a digital



version of the spreadsheet on either flash drive or CD. The excel spreadsheet is available through the LFUCG's IonWave website (<a href="https://lexingtonky.ionwave.net">https://lexingtonky.ionwave.net</a>) or at Lynn Imaging.

## Town Branch Trail Phase 6 Base Bid

Line Number	Item Code	Unit	Item Description	Quantity
PAVING		****	a discontinuisque eyes as	
0001	00001	TON	DGA BASE	5295
0002	00078	TON	CRUSHED AGGREGATE SIZE NO 2	963
0003	00194	TON	LEVELING & WEDGING PG76-22	66
0004	00214	TON	CL3 ASPH BASE 1.00D PG64-22	3043
0005	00216	TON	CL3 ASPH BASE 1.00D PG76-22	277
0006	00221	TON	CL2 ASPH BASE 0.75D PG64-22	726
0007	00301	TON	CL2 ASPH SURF 0.38D PG64-22	429
8000	00356	TON	ASPHALT MATERIAL FOR TACK	13.59
0009	00387	TON	CL3 ASPH SURF 0.38B PG76-22	152
0010	00388	TON	CL3 ASPH SURF 0.38B PG64-22	1196
0011	02101	SQYD	CEM CONC ENT PAVEMENT-8 IN	193
ROADWAY		13.6	The state of the s	
0012	01810	LF	STANDARD CURB AND GUTTER	372
0013	01875	LF	STANDARD HEADER CURB	23
0014	01915	SQYD	STANDARD BARRIER MEDIAN TYPE 1	9
0015	01917	SQYD	STANDARD BARRIER MEDIAN TYPE 2	15
0016	01982	EACH	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WH	5
0017	02200	CUYD	ROADWAY EXCAVATION	6967
0018	02219	CUYD	PIPE UNDERCUT	90
0019	02265	LF	REMOVE FENCE	2236
0020	02274	LF	FENCE-6 FT CHAIN LINK	0
0021	02275	LF	FENCE-8 FT CHAIN LINK	580
0022	02287	EACH	DOUBLE VEHICULAR CHAIN LINK GATE	1
0023	02351	LF	GUARDRAIL-STEEL W BEAM-S FACE	25
0024	02355	LF	GUARDRAIL-STEEL W BEAM-S FACE A	37.5
0025	02360	EACH	GUARDRAIL TERMINAL SECTION NO 1	1
0026	02367	EACH	GUARDRAIL END TREATMENT TYPE 1	1
0027	02381	LF	REMOVE GUARDRAIL	572
0028	02429	EACH	RIGHT-OF-WAY MONUMENT TYPE 1	15
0029	02430	EACH	RIGHT-OF-WAY MONUMENT TYPE 1A	3
0030	02483	TON	CHANNEL LINING CLASS II	86
0031	02545ED	LS	CLEARING AND GRUBBING	1
0032	02555	CUYD	CONCRETE-CLASS B	15
0033	02562	SQFT	TEMPORARY SIGNS	700
0034	02596	SQYD	FABRIC-GEOTEXTILE TYPE I	215



Line Number	Item Code	Unit	Item Description	Quantity
0035	02599	SQYD	FABRIC-GEOTEXTILE TYPE IV	5948
0036	02600	SQYD	FABRIC GEOTEXTILE TY IV FOR PIPE	895
0037	02650	LS	MAINTAIN & CONTROL TRAFFIC	1
0038	02671	EACH	PORTABLE CHANGEABLE MESSAGE SIGN	4
0039	02676	LS	MOBILIZATION FOR MILL & TEXT	1
0040	02677	TON	ASPHALT PAVE MILLING & TEXTURING	978
0041	02697	LF	EDGELINE RUMBLE STRIPS	294
0042	02719	SQYD	SIDEWALK-4 1/2 INCH CONCRETE	630
0043	02726ED	LS	STAKING	1
0044	05963	TON	INITIAL FERTILIZER	0.82
0045	05964	TON	MAINTENANCE FERTILIZER	0.5
0046	05985	SQYD	SEEDING AND PROTECTION	15805
0047	05992	TON	AGRICULTURAL LIMESTONE	9.81
0048	05997	CUYD	TOPSOIL FURNISHED AND PLACED	2635
0049	24540	EACH	R/W MONUMENT TYPE 3	3
0050	32000	LS	RAILROAD COORDINATION	1
0051	32001	LS	UTILITY COORDINATION	1
0052	32200	EACH	REMOVE BUILDING PARCEL 2 and SHED	1
0053	32201	EACH	REMOVE BUILDING PARCEL 13 (TRAILER)	1
0054	32202	EACH	REMOVE BUILDING PARCEL 13 (WAREHOUSE)	1
0055	32203	EACH	REMOVE BUILDING PARCEL 14	1
0056	32204	EACH	REMOVE BUILDING PARCEL 16 (STA 102+50)	1
0057	32205	EACH	REMOVE BUILDING PARCEL 16 (STA 104+50)	1
0058	32207	LS	EROSION CONTROL	1
0059	32500	LF	MONOLITHIC CURB AND 8 FT WALK 4.5 IN	457
0060	32501	LF	MONOLITHIC CURB AND 8 FT WALK 8 IN	57
0061	32502	LF	MONOLITHIC CURB AND 5 FT WALK 4.5 IN	49
0062	32503	SQFT	DETECTABLE WARNINGS	207
0063	32504	LF	LFUCG CURB AND GUTTER TYPE 1	512
0064	32709	LF	LINEAR FLEXIBLE DELINEATORS	438
0065	32710	LF	FLEXIBLE DELINEATOR POSTS	55
0066	32711	LF -	PED RAIL	90
0067	32712	EACH	FENCE 6 FT CHAIN LINK	175
0068	32713	LF	FENCE 3.5 FT CHAIN LINK	189
0069	32714	LF	FENCE GUARDRAIL HEIGHT EXTENSION	56
0070	32716	EACH	CURB CUT	5
0071	32724	EACH	RELOCATE EXISTING BUSINESS SIGN ASSEMBLY	1
0072	32725	EACH	REMOVE BUILDING PARCEL 18 and 21	1
AINAGE		HARAK ST		
0073	00520	LF	STORM SEWER PIPE-12 IN	37
0074	00521	LF	STORM SEWER PIPE-15 IN	809



Line Number	Item Code	Unit	Item Description	Quantit
0075	00522	LF	STORM SEWER PIPE-18 IN	107
0076	00524	LF	STORM SEWER PIPE-24 IN	178.5
0077	00526	LF	STORM SEWER PIPE-30 IN	230
0078	01005	LF	PERFORATED PIPE EDGE DRAIN-4 IN	2418
0079	01012	LF	NON-PERFORATED PIPE-8 IN	50
0800	01015	LS	INSPECT & CERTIFY EDGE DRAIN SYSTEM	1
0081	01202	EACH	PIPE CULVERT HEADWALL-15 IN	2
0082	01310	LF	REMOVE PIPE	181.5
0083	01441	EACH	SLOPED BOX INLET-OUTLET TYPE 2	181.5
0084	01456	EACH	CURB BOX INLET TYPE A	3
0085	01480	EACH	CURB BOX INLET TYPE B	7
0086	01490	EACH	DROP BOX INLET TYPE 1	1
0087	01529	EACH	DROP BOX INLET TYPE 6D	
0088	01559	EACH	DROP BOX INLET TYPE 13G	2
0089	01577	EACH	DROP BOX INLET TYPE 14	2
0090	01580	EACH	DROP BOX INLET TYPE 15	1
0091	01719	EACH	ADJUST INLET	3
0092	01740	EACH	CORED HOLE DRAINAGE BOX CON-4 IN	2
0093	23131ER701	LF	VIDEO INSPECTION	10
0094	32206	EACH	REMOVE DRAINAGE STRUCTURE	1362
0095	32700	EACH	CORED HOLE DRAINAGE BOX CONNECTOR	2
0096	32701	EACH	MODIFIED STRUCTURE TYPE 1	4
0097	32702	EACH	LFUCG MANHOLE TYPE A	4
0098	32703	EACH	LFUCG CURB BOX INLET TYPE D	6
0099	32704	EACH	DROP BOX INLET SPECIAL	1
DGE			DESCRIPTION OF THE PROPERTY OF	1
0100	08002	CUYD	STRUCTURE EXCAV-SOLID ROCK	10
0101	08003	LS	FOUNDATION PREPARATION	10
0102	08019	TON	CYCLOPEAN STONE RIP RAP	1 121
0103	08100	CUYD	CONCRETE-CLASS A	121
0104	08150	LB	STEEL REINFORCEMENT	114
NING AND	STRIPING	Zer Barri	DIESE NEIN ONCEWEN	14460
	06406	SQFT	SBM ALUM SHEET SIGNS .080 IN	101
0106	06410	LF	STEEL POST TYPE 1	121
0107	06490	CUYD	CLASS A CONCRETE FOR SIGNS	293
0108	06514	LF	PAVE STRIPING-PERM PAINT-4 IN	1
	06540	LF	PAVE STRIPING-PERMI PAIN 1-4 IN PAVE STRIPING-THERMO-4 IN W	4631
	06541	LF	PAVE STRIPING-THERMO-4 IN Y	5544
	06550	LF	PAVE STRIPING-THERMIO-4 IN Y	3670
	06551	LF	PAVE STRIPING-TEMP REM TAPE-Y	6000
	06562	EACH	PAVE MARKING-THERMO R 6 FT	6000



Line Number	Item Code	Unit	Item Description	Quantity
0114	06563	LF	PAVE MARKING-R/R XBUCKS 16 IN	132
0115	06566	LF	PAVE MARKING-THERMO X-WALK-12 IN	877
0116	06567	LF	PAVE MARKING-THERMO STOP BAR-12IN	20
0117	06568	LF	PAVE MARKING-THERMO STOP BAR-24IN	189
0118	06569	SQFT	PAVE MARKING-THERMO CROSS-HATCH	93
0119	06574	EACH	PAVE MARKING-THERMO CURV ARROW	4
0120	06575	EACH	PAVE MARKING-THERMO COMB ARROW	1
0121	24631EC	EACH	BARCODE SIGN INVENTORY	41
0122	32100	LF	PAVE MARKING TEMP PAINT 24 IN	120
0123	32101	EACH	PAVE MARKING TEMP PAINT R/R XBUCKS AND R	1
0124	32705	SQFT	PAVE MARKING THERMO GREEN BIKE LANE	979
0125	32706	EACH	PAVE MARKING THERMO HANDICAP SYMBOL	2
0126	32707	EACH	REMOVE AND RELOCATE SIGN ASSEMBLY	4
0127	32708	EACH	REMOVE SIGN ASSEMBLY	8
0128	32719	EACH	INTERPRETIVE SIGN	10
SIGNALIZATI	ON			ARREAU SECTION
0129	04811	EACH	ELECTRICAL JUNCTION BOX TYPE B	1
0130	04820	LF	TRENCHING AND BACKFILLING	31
0131	04844	LF	CABLE-NO. 14/5C	1815
0132	04886	LF	MESSENGER-15400 LB	381
0133	04932	EACH	INSTALL STEEL STRAIN POLE	4
0134	20093NS835	EACH	INSTALL PEDESTRIAN HEAD-LED	2
0135	20188NS835	EACH	INSTALL LED SIGNAL-3 SECTION	12
0136	20390NS835	EACH	INSTALL COORDINATING UNIT	1
0137	20457NS835	EACH	INSTALL PED DETECTOR-AUDIBLE	2
0138	23157EN	CUYD	TRAFFIC SIGNAL POLE BASE	16
0139	23235EC	EACH	INSTALL PEDESTAL POST	1
0140	24811EC	EACH	SIGNAL CONTROLLER-TY 2070	1
0141	24900EC	LF	PVC CONDUIT-1 1/4 IN-SCHEDULE 80	30
0142	24901EC	LF	PVC CONDUIT-2 IN-SCHEDULE 80	52
0143	32715	EACH	RADAR DETECTION	4
WATERLINE				
0144	14008	LF	W ENCASEMENT STEEL BORED RANGE 3	80
0145	14048	LF	W PIPE DCTL IRON RSTRND JOINT 08 IN	120
0146	14074	EACH	W PLUG EXISTING MAIN	2
0147	14095	EACH	W TIE-IN 08 INCH	2
0148	14106	EACH	W VALVE 08 INCH	1
ANDSCAPIN	G	A CONTRACTOR		
0149	32720	EACH	PERENNIAL	200
0150	32721	EACH	SHRUB	50
0151	32722	EACH	FLOWERING TREE	10



Line Number	Item Code	Unit	Item Description	Quantity
0152	32723	EACH	SHADE TREE	
MOBILIZATI	ON AND DEMOB	IUZATION		5
0153	02568	LS	MOBILIZATION	MANUAL VERSION
0154	02569	LS	DEMOBILIZATION	1
0155	10020NS	DOLL	FUEL ADJUSTMENT	1
0156	10030NS	DOLL	ASPHALT ADJUSTMENT	1
0157	32717	LS	PAYMENT & PERFORMANCE BOND	1

# Turn Lane at Manchester and Forbes

Line Number	Item Code	Unit	Item Description	Quantit
PAVING			and the winds of the late of t	The Property of the Party
0158	00001	TON	DGA BASE	2400
0159	00078	TON	CRUSHED AGGREGATE SIZE NO 2	2400
0160	00194	TON	LEVELING & WEDGING PG76-22	112
0161	00214	TON	CL3 ASPH BASE 1.00D PG64-22	2021
0162	00216	TON	CL3 ASPH BASE 1.00D PG76-22	869
0163	00356	TON	ASPHALT MATERIAL FOR TACK	5.27
0164	00387	TON	CL3 ASPH SURF 0.38B PG76-22	520
0165	00388	TON	CL3 ASPH SURF 0.38B PG64-22	6
0166	02071	SQYD	JPC PAVEMENT-11 IN	477
0167	02101	SQYD	CEM CONC ENT PAVEMENT-8 IN	174
ROADWAY			The state of the s	1/4
0168	01810	LF	STANDARD CURB AND GUTTER	2563
0169	01815	LF	BARRIER CURB AND GUTTER	50
0170	01860	LF	STANDARD INTERGAL CURB	173
0171	02200	CUYD	ROADWAY EXCAVATION	3344
0172	02265	LF	REMOVE FENCE	1023
0173	02599	SQYD	FABRIC-GEOTEXTILE TYPE IV	1223
0174	02677	TON	ASPHALT PAVE MILLING & TEXTURING	109
0175	05963	TON	INITIAL FERTILIZER	0.06
0176	05964	TON	MAINTENANCE FERTILIZER	0.04
0177	05985	SQYD	SEEDING AND PROTECTION	1113
0178	05992	TON	AGRICULTURAL LIMESTONE	0.69
0179	05997	CUYD	TOPSOIL FURNISHED AND PLACED	186
0180	05950	SQYD	EROSION CONTROL BLANKET	487
IGNING AN	D STRIPING			467
0181	06406	SQFT	SBM ALUM SHEET SIGNS .080 IN	9
0182	06410	LF	STEEL POST TYPE 1	32



0183	06514	LF	PAVE STRIPING-PERM PAINT-4 IN	5944
0184	06568	LF	PAVE MARKING-THERMO STOP BAR-24IN	67
0185	06569	SQFT	PAVE MARKING-THERMO CROSS-HATCH	277
0186	06574	EACH	PAVE MARKING-THERMO CURV ARROW	7
0187	06575	EACH	PAVE MARKING-THERMO COMB ARROW	1
0188	23265ES717	LF	PAVE MARK TY 1 TAPE STOP BAR-24 IN	22
0189	23269ES717	EACH	PAVE MARK TY 1 TAPE-COMBO ARROW	2
0190	23270ES717	EACH	PAVE MARK TY 1 TAPE-CURV ARROW	2
0191	24631EC	EACH	BARCODE SIGN INVENTORY	1

## Bid Alternate #1

Line Number	Item Code	Unit	Item Description	Quantity
PAVING	Park Lagran		A Marie Congress of the San Congress of the Sa	
0192	00001	TON	DGA BASE	177
0193	00194	TON	LEVELING & WEDGING PG76-22	11
0194	00214	TON	CL3 ASPH BASE 1.00D PG64-22	11
0195	00221	TON	CL2 ASPH BASE 0.75D PG64-22	79
0196	00301	TON	CL2 ASPH SURF 0.38D PG64-22	47
0197	00356	TON	ASPHALT MATERIAL FOR TACK	-0.62
0198	00388	TON	CL3 ASPH SURF 0.38B PG64-22	-123
ROADWAY	1			Lyth Sax and Sa
0199	02200	CUYD	ROADWAY EXCAVATION	335
0200	02429	EACH	RIGHT-OF-WAY MONUMENT TYPE 1	10
0201	02555	CUYD	CONCRETE-CLASS B	8
0202	02677	TON	ASPHALT PAVE MILLING & TEXTURING	-140
0203	05985	SQYD	SEEDING AND PROTECTION	701
0204	05992	TON	AGRICULTURAL LIMESTONE	0.45
0205	32503	SQFT	DETECTABLE WARNINGS	-14
0206	32709	LF	LINEAR FLEXIBLE DELINEATORS	150
0207	32712	EACH	FENCE 6 FT CHAIN LINK	397
0208	32713	LF	FENCE 3.5 FT CHAIN LINK	241
0209	32500	LF	MONOLITHIC CURB AND WALK 8 FT 4.5 IN	-457
0210	32501	LF	MONOLITHIC CURB AND WALK 8 FT 8 IN	-57
0211	05963	TON	INITIAL FERTILIZER	0.04
0212	05964	TON	MAINTENANCE FERTILIZER	0.03
0213	05997	CUYD	TOPSOIL FURNISHED AND PLACED	117
SIGNING A	ND STRIPING	Talle 11		
0214	06406	SQFT	SBM ALUM SHEET SIGNS .080 IN	-2
0215	06410	LF	STEEL POST TYPE 1	-23
0216	06514	LF	PAVE STRIPING-PERM PAINT-4 IN	-862
0217	06566	LF	PAVE MARKING-THERMO X-WALK-12 IN	141



Line Number	Item Code	Unit	Item Description	Quantity
0218	06567	LF	PAVE MARKING-THERMO STOP BAR-12IN	12
0219	06568	LF	PAVE MARKING-THERMO STOP BAR-24IN	-6
0220	24631EC	EACH	BARCODE SIGN INVENTORY	-1
MOBILIZAT	TION AND DEM	OBILIZAT	ION	STERO MISTIN
0221	02568	LS	MOBILIZATION	1
0222	02569	LS	DEMOBILIZATION	1

### Bid Alternate #1

Bid Alternate #1 is for an 8 foot wide shared used trail installed on CSX property, and if accepted, shall replace the 8 foot wide sidewalk adjacent to Manchester Street and corresponding Base Bid Items for Town Branch Trail Phase 6. Note the negative numbers signify a deduct.

<sup>\*</sup>Alternates shall only be considered and added to the Base Bid provided right of way is available. LFUCG reserves the right to add the unselected alternates should additional funding for the project become available.

## L-M ASPHALT PARTNERS, LTD. DBA ATS CONSTRUCTION

			TOWN BRANCH TRAIL PHASE 6 - BASE BID				
Line Number	Item Code	Unit	Item Description	Quantity		Unit Price	Total Amount Bid
PAVING							
0001	00001	TON	DGA BASE	5,295	\$	23.50	\$ 124,432.50
0002	00078	TON	CRUSHED AGGREGATE SIZE NO 2	963	s	30.00	\$ 28,890.00
0003	00194	TON	LEVELING & WEDGING PG76-22	66	\$	115.00	\$ 7,590.00
0004	00214	TON	CL3 ASPH BASE 1.00D PG64-22	3,043	\$	94.00	\$ 286,042.00
0005	00216	TON	CL3 ASPH BASE 1.00D PG76-22	277	\$	100.00	\$ 27,700.00
0006	00221	TON	CL2 ASPH BASE 0.75D PG64-22	726	\$	96.00	\$ 69,696.00
0007	00301	TON	CL2 ASPH SURF 0.38D PG64-22	429	\$	99.00	\$ 42,471.00
8000	00356	TON	ASPHALT MATERIAL FOR TACK	13.59	\$	0.01	\$ 0.14
0009	00387	TON	CL3 ASPH SURF 0.38B PG76-22	152	\$	120.00	\$ 18,240.00
0010	00388	TON	CL3 ASPH SURF 0.38B PG64-22	1,196	\$	110.00	\$ 131,560.00
0011	02101	SQYD	CEM CONC ENT PAVEMENT-8 IN	193	\$	85.00	\$ 16,405.00
ROADWAY	OADWAY						
0012	01810	LF	STANDARD CURB AND GUTTER	372	\$	30.00	\$ 11,160.00
0013	01875	LF	STANDARD HEADER CURB	23	\$	40.00	\$ 920.00
0014	01915	SQYD	STANDARD BARRIER MEDIAN TYPE 1	9	s	125.00	\$ 1,125.00
0015	01917	SQYD	STANDARD BARRIER MEDIAN TYPE 2	15	\$	125.00	\$ 1,875.00
0016	01982	EACH	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	5	s	20.00	\$ 100.00
0017	02200	CUYD	ROADWAY EXCAVATION	6,967	\$	30.56	\$ 212,911.52
0018	02219	CUYD	PIPE UNDERCUT	90	s	48.25	\$ 4,342.50
0019	02265	LF	REMOVE FENCE	2,236	\$	4.50	\$ 10,062.00
0020	02274	LF	FENCE-6 FT CHAIN LINK	0	\$	75.00	\$
0021	02275	LF	FENCE-8 FT CHAIN LINK	580	\$	85.00	\$ 49,300.00
0022	02287	EACH	DOUBLE VEHICULAR CHAIN LINK GATE	1	\$	4,500.00	\$ 4,500.00
0023	02351	LF	GUARDRAIL-STEEL W BEAM-S FACE	25	\$	60.00	s 1,500.00
0024	02355	LF	GUARDRAIL-STEEL W BEAM-S FACE A	37.5	\$	75.00	\$ 2,812.50

# L-M ASPHALT PARTNERS, LTD. DBA ATS CONSTRUCTION

			TOWN BRANCH TRAIL PHASE 6 - BASE BID	2					
Line Number	Item Code	Unit	Item Description	Quantity		Unit Price		Total Amount Bid	
0025	02360	EACH	GUARDRAIL TERMINAL SECTION NO 1	1	\$	50.00	\$	50.0	
0026	02367	EACH	GUARDRAIL END TREATMENT TYPE 1	1	\$	2,600.00	\$	2,600.0	
0027	02381	LF	REMOVE GUARDRAIL	572	\$	5.00	s	2,860.0	
0028	02429	EACH	RIGHT-OF-WAY MONUMENT TYPE 1	15	\$	110.00	s	1,650.00	
0029	02430	EACH	RIGHT-OF-WAY MONUMENT TYPE 1A	3	\$	110.00	\$	330.00	
0030	02483	TON	CHANNEL LINING CLASS II	86	\$	38.50	\$	3,311.00	
0031	02545ED	LS	CLEARING AND GRUBBING	1	s	40,000.00	\$	40,000.00	
0032	02555	CUYD	CONCRETE-CLASS B	15	s	1,600.15	\$	24,002.25	
0033	02562	SQFT	TEMPORARY SIGNS	700	s	15.00	\$	10,500.00	
0034	02596	SQYD	FABRIC-GEOTEXTILE TYPE I	215	\$	1.83	\$	393.45	
0035	02599	SQYD	FABRIC-GEOTEXTILE TYPE IV	5,948	\$	1.64	s	9,754.72	
0036	02600	SQYD	FABRIC GEOTEXTILE TY IV FOR PIPE	895	s	1.90	s	1,700.50	
0037	02650	LŞ	MAINTAIN & CONTROL TRAFFIC	1	\$	60,000.00	\$	60,000.00	
0038	02671	EACH	PORTABLE CHANGEABLE MESSAGE SIGN	4	\$	5,512.50	\$	22,050.00	
0039	02676	LS	MOBILIZATION FOR MILL & TEXT	1	\$	3,500.00	s	3,500.00	
0040	02677	TON	ASPHALT PAVE MILLING & TEXTURING	978	\$	24.00	\$	23,472.00	
0041	02697	LF	EDGELINE RUMBLE STRIPS	294	\$	18.00	\$	5,292.00	
0042	02719	SQYD	SIDEWALK-4 1/2 INCH CONCRETE	630	\$	59.75	\$	37,642.50	
0043	02726ED	LS	STAKING	1	\$	35,000.00	\$	35,000.00	
0044	05963	TON	INITIAL FERTILIZER	0.82	\$	950.00	\$	779.00	
0045	05964	TON	MAINTENANCE FERTILIZER	0.5	\$	950.00	\$	475.00	
0046	05985	SQYD	SEEDING AND PROTECTION	15,805	\$	0.85	\$	13,434.25	
0047	05992	TON	AGRICULTURAL LIMESTONE	9.81	\$	150.00	\$	1,471.50	
0048	05997	CUYD	TOPSOIL FURNISHED AND PLACED	2,635	\$	24.99	\$	65,848.65	
0049	24540	EACH I	R/W MONUMENT TYPE 3	3	\$	110.00	\$	330.00	
0050	32000	LS F	RAILROAD COORDINATION	1	\$	5,000.00	\$	5,000.00	

# L-M ASPHALT PARTNERS, LTD. DBA ATS CONSTRUCTION

			TOWN BRANCH TRAIL PHASE 6 - BASE BID					
Line Number	Item Code	Unit	Item Description	Quantity		Unit Price	Total Amount Bid	
0051	32001	LS	UTILITY COORDINATION	1	\$	25,000.00	\$	25,000.0
0052	32200	EACH	REMOVE BUILDING PARCEL 2 AND SHED	1	s	8,200.00	s	8,200.0
0053	32201	EACH	REMOVE BUILDING PARCEL 13 (TRAILER)	1	\$	2,562.50	\$	2,562.5
0054	32202	EACH	REMOVE BUILDING PARCEL 13 (WAREHOUSE)	1	\$	30,094.00	\$	30,094.0
0055	32203	EACH	REMOVE BUILDING PARCEL 14	1	\$	32,912.75	\$	32,912.7
0056	32204	EACH	REMOVE BUILDING PARCEL 16 (STA 102+50)	1	\$	31,672.50	\$	31,672.50
0057	32205	EACH	REMOVE BUILDING PARCEL 16 (STA 104+50)	1	\$	4,920.00	\$	4,920.00
0058	32207	LS	EROSION CONTROL	1	\$	49,300.00	\$	49,300.00
0059	32500	LF	MONOLITHIC CURB AND 8 FT WALK 4.5 IN	457	\$	83.00	\$	37,931.00
0060	32501	LF	MONOLITHIC CURB AND 8 FT WALK 8 IN	57	\$	98.00	\$	5,586.00
0061	32502	LF	MONOLITHIC CURB AND 5 FT WALK 4.5 IN	49	s	76.50	s	3,748.50
0062	32503	SQFT	DETECTABLE WARNINGS	207	\$	15.84	\$	3,278.88
0063	32504	LF	LFUCG CURB AND GUTTER TYPE 1	512	\$	24.50	\$	12,544.00
0064	32709	LF	LINEAR FLEXIBLE DELINEATORS	438	\$	115.00	\$	50,370.00
0065	32710	LF	FLEXIBLE DELINEATOR POSTS	55	\$	50.00	\$	2,750.00
0066	32711	LF	PED RAIL	90	\$	250.00	\$	22,500.00
0067	32712	EACH	FENCE 6 FT CHAIN LINK	175	\$	75.00	\$	13,125.00
0068	32713	LF	FENCE 3.5 FT CHAIN LINK	189	\$	85.00	\$	16,065.00
0069	32714	LF	FENCE GUARDRAIL HEIGHT EXTENSION	56	\$	165.00	\$	9,240.00
0070	32716	EACH	CURB CUT	5	\$	116.38	\$	581.90
0071	32724	EACH	RELOCATE EXISTING BUSINESS SIGN ASSEMBLY	1	s	3,500.00	\$	3,500.00
0072	32275	EACH	REMOVE BUILDING PARCEL 18 and 21	1	\$	3,690.00	\$	3,690.00
RAINAGE								
0073	00520	LF	STORM SEWER PIPE-12 IN	37	\$	251.14	\$	9,292.18
0074	00521	LF	STORM SEWER PIPE-15 IN	809	\$	72.48	\$	58,636.32
0075	00522	ĹF	STORM SEWER PIPE-18 IN	107	\$	85.04	\$	9,099.28