

PART III

Invitation to Bid No. 148-2015

PSOC Renovation Phase 2

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: October 30, 2015

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

This Proposal Submitted by Churchill McGee, LLC.

1315-C West Main Street, Lexington, KY 40508

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for PSOC Renovation Phase 2 having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 10/08/2015

Addendum No. 2 Date 10/16/2015

Addendum No. 3 Date 10/20/2015

Addendum No. 4 Date 10/23/2015

Addendum No. Date

Addendum No. Date

Addendum No. Date

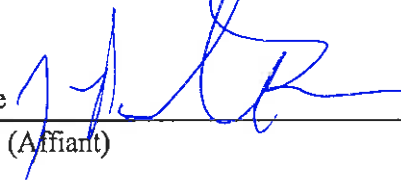
Addendum No. Date

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.

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, J. Patrick McGee, and after being first duly sworn, states under penalty of perjury as follows:

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

J. Patrick McGee

(Affiant)

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by

J. Patrick McGee on this the 30 day of October, 2015.

My Commission expires: 03/31/2019





NOTARY PUBLIC, STATE AT LARGE

4. **BID SCHEDULE – SCHEDULE OF VALUES**

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

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except: If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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

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

Item No.	Description w/Unit Bid Price Written in Words	Unit	Unit Price
1.	Base Bid Renovation Phase 2 as per specs for Eight Hundred Four Sixty Eight Thousand Six hundred Seventy Five Dollars zero Cents	LS	<u>\$ 868,675.00</u>

LIST OF UNIT PRICES

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

DESCRIPTION OF WORK	UNIT PRICE
Public Improvement Sign	_____ N/A EA
Cast in Place Concrete Slab	_____ \$3.50 SY
Metal Stud Partitions, with 5/8" Gypsum Board each face, and sound batt insulation, Painted	3 5/8" Stud \$3.02 6" Stud \$3.22 SF
Hollow Metal Door and Frame (3'x7')	_____ N/A EA
Solid Core Wood Door and Frame (3'x7')	_____ \$1,000.00 EA
Acoustical Panel Ceiling System	_____ \$3.90 SF
Tile Carpeting	_____ \$50.00 SY
VRV Canister Unit (fully connected and functioning)	N/A \$8,000.00 EA
Wiring Device (switch or receptacle) with 10' of conduit and feeder	_____ \$135.00 EA
Data Outlet with 10' of cable	_____ \$210.00 (EA) LF
120V, 20A Duplex Outlet, Installed	_____ \$43.50 EA
120V, 20A Quadplex Outlet, Installed	_____ \$76.50 EA
120V, 20A Ground Fault Outlet, Installed	_____ \$56.00 EA
Metal Single Gang Box, Installed	_____ \$31.00 EA

Metal Double Gang Box, Installed	\$33.00 EA
½" EMT Conduit, Installed	\$2.82 LF
1" EMT Conduit, Installed	\$4.88 LF
Surface Mounted Raceway (Metal), Installed	\$2.82 LF
Surface Mounted Box (Metal), Installed	\$19.80 EA
#12 Type THWN Conductor, Installed	\$0.49 LF
#10 Type THWN Conductor, Installed	\$0.64 LF
#8 Type THWN Conductor, Installed	\$0.92 LF
20 Amp 2 Pole 30mA GFI Breaker, Installed	\$290.00 EA
20 Amp 1 Pole Breaker, Installed	\$35.00 EA

Submitted by:

Churchill McGee, LLC.

Firm

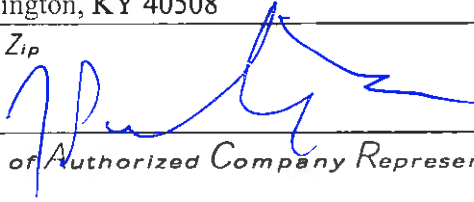
1315-C West Main Street

Address

Lexington, KY 40508

City, State & Zip

*Bid must be signed:
(original signature)*



Signature of Authorized Company Representative - Title

J. Patrick McGee

Representative's Name (Typed or Printed)

859-389-6976

Area Code - Phone - Extension

859-389-6986

Fax #

pmcgee@churchillmcgee.com

E-Mail Address

OFFICIAL ADDRESS:

1315-C West Main Street

Lexington, KY 40508

(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: Churchill McGee, LLC.
- 2. Permanent Place of Business: 1315-C West Main Street, Lexington, KY 40508
- 3. When Organized: 2003
- 4. Where Incorporated: State of Kentucky
- 5. Construction Plant and Equipment Available for this Project:
See attached.

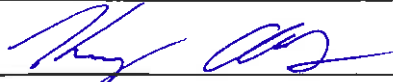
(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

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

Travelers Casualty and Surety Company of America (Surety)

Signed:  (Representative of Surety)
Kenny Albert, Attorney-in-Fact

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Family Health, East Broadway Renovation	Louisville, KY	\$5,100,000.00
Salvation Army Moulton Memorial Student Ctr Ren.	Wilmore, KY	\$275,000.00
University of Kentucky AG Headhouse Renovation	Lexington, KY	\$295,000.00
University of Kentucky Blazer Hall Renovation	Lexington, KY	\$305,000.00
Fayette County Clerk's Office Renovation	Lexington, KY	\$622,150.00

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Campton School Apartments Public Safety Operations	Campton, KY	\$2,200,000.00
Center Phase 1B Kroger L-224 Brownsboro	Lexington, KY	\$6,100,000.00
Road Remodel Fairborn Apartment	Lexington, KY	\$2,700,000.00
Renovations JCTC Theatre Arts	Fairborn, OH	\$501,000.00
Center Renovation	Louisville, KY	\$1,300,000.00

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
J. Patrick McGee	Principle	12
Kevin Henry	General Superintendent	5
Jorge Rivera	Project Manager	8
Jeff Griffith	Superintendent	1
Brandon Helton	Estimator	9

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>GreenBox Mechanical</u>	<u>Campton School Apt.</u> <u>(Private Project)</u>	<u>WBE</u>	<u>12%</u>
<u>Jennings Enterprises</u>	<u>Kroger Brownsboro</u> <u>(Private Project)</u>	<u>WBE</u>	<u>2.5%</u>
<u>LA Williams</u>	<u>Fairborn Apt. Renov.</u> <u>(Public Project)</u>	<u>MBE</u>	<u>2.15%</u>
<u>Dayton Tradesource</u>	<u>Fairborn Apt. Renov.</u> <u>(Public Project)</u>	<u>WBE</u>	<u>9.22%</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE Yes/No</u>	<u>% of Work</u>
1. Demolition _____	Name: <u>Churchill McGee</u> Address: <u>Lexington KY</u>	<u>No</u>	<u>TBD</u>
2. Concrete _____	Name: <u>Churchill McGee</u> Address: <u>Lexington KY</u>	<u>No</u>	<u>TBD</u>
3. Masonry _____	Name: <u>Churchill McGee</u> Address: <u>Lexington KY</u>	<u>No</u>	<u>TBD</u>
4. Finishes _____	Name: <u>D9 Interiors</u> Address: <u>Lexington KY</u>	<u>No</u>	<u>TBD</u>
5. Automatic Sprinkler System _____	Name: <u>Landmark Sprinkler</u> Address: <u>Lexington KY</u>	<u>No</u>	<u>TBD</u>
6. Chemical Suppression System _____	Name: <u>Landmark Sprinkler</u> Address: <u>Lexington KY</u>	<u>No</u>	<u>TBD</u>
7. Plumbing _____	Name: <u>FS Piping GBMC</u> <i>PK</i> <u>564 Eastern Blvd.</u> Address: <u>Nicholasville KY</u>	<u>No</u>	<u>TBD</u>
8. HVAC _____	Name: <u>GreenBox GBMC</u> <i>PK</i> Address: <u>Lexington KY</u>	<u>Yes</u>	<u>TBD</u>
9. Sheet Metal _____	Name: <u>Best Choice Supply</u> <i>PK</i> Address: _____	<u>No</u>	<u>TBD</u>

	Address: <u>Lexington KY</u>		
10. HVAC Insulation_____	Name: <u>Dixie Insulation</u> <i>↑</i> Best Choice Supply	<u>No</u>	<u>TBD</u>
	Address: <u>Lexington KY</u>		
11. Test, Adjustment, and Balance_____	Name: <u>Thermal Balance</u> <i>↑</i> Synergy Test & Balance	<u>No</u>	<u>TBD</u>
	Address: <u>Lexington KY</u>		
12. Temperature/HVAC Controls_____	Name: <u>Air Equipment &</u> Thermal Equipment <i>↑</i> <u>Harshaw Trane</u>	<u>No</u>	<u>TBD</u>
	Address: <u>Lexington KY</u>		
13. Electrical_____	Name: <u>Arrow Electric</u>	<u>No</u>	<u>TBD</u>
	Address: <u>Lexington KY</u>		
14. Grounding and Lighting Protection	Name: <u>Arrow Electric</u>		
	Name: <u>Bluegrass Lightning</u>	<u>No</u>	<u>TBD</u>
	Address: <u>Louisville KY</u>		
15. Communications_____	Name: <u>Indatus/Voitress</u>	<u>No</u>	<u>TBD</u>
	Address: <u>Louisville KY</u>		
16. Fire Alarm_____	Name: <u>Allied Communications</u>	<u>No</u>	<u>TBD</u>
	Address: <u>Lexington KY</u>		

(Attach additional sheet(s) if necessary.)

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 148-2015

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

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

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

Churchill McGee, LLC

Company

10/30/2015

Date

J. Patrick McGee

Company Representative

Principle

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 148-2015

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

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

Churchill McGee, LLC

Company

10/30/2015

Date

J. Patrick McGee

Company Representative

Principle

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 148-2015

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

Company Name Churchill McGee, LLC	Contact Person J. Patrick McGee
Address/Phone/Email 1315-C W. Main Street, Lexington KY 40508 859-389-6976/pmcgee@churchillmcgee.com	Bid Package / Bid Date Public Safety Operations Center Phase 2 148-2015 10/30/2015

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

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

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

Churchill McGee, LLC
Company
10/30/2015
Date

J. Patrick McGee
Company Representative
Principle
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 148-2015
 Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Churchill McGee, LLC
 Company
10/30/2015
 Date

J. Patrick McGee
 Company Representative
Principle
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 148-2015

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

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

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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

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

Churchill McGee, LLC
Company
10/30/2015
Date

J. Patrick McGee
Company Representative
Principle
Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky X . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: J. Patrick McGee

POSITION/TITLE: Principle

STATEMENT OF EXPERIENCE: 16 + years in the construction industry.

NAME OF INDIVIDUAL: Nathan Churchill

POSITION/TITLE: General Manager Ohio

STATEMENT OF EXPERIENCE: 18 + years in the construction industry.

NAME OF INDIVIDUAL: Ryan Miranda

POSITION/TITLE: General Manager Louisville

STATEMENT OF EXPERIENCE: 10 + years in the construction industry.

NAME OF INDIVIDUAL: Brandon Helton

POSITION/TITLE: Estimator

STATEMENT OF EXPERIENCE: 10 + years in the construction industry.

NAME OF INDIVIDUAL: Jorge Rivera

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: 10 + years in the construction industry.

NAME OF INDIVIDUAL: Jeff Griffith

POSITION/TITLE: Superintendent

STATEMENT OF EXPERIENCE: 25 + years in the construction industry.

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

10. EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Churchill McGee, LLC

Name of Business

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

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Churchill McGee, LLC

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: Churchill McGee, LLC

Date: 10 / 30 / 2015

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	3	3						3	
Professionals	4	3	1					3	1
Superintendents	9	8				1		9	
Supervisors									
Foremen	1	1						1	
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2		2						2
Skilled Craft	1					1		1	
Service/Maintenance									
Total:									

Prepared By: J. Patrick McGee

13. EVIDENCE OF INSURABILITY

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

Names Insured: Churchill McGee, LLC. Employee ID: 06-1671229

Address: 1315-C West Main Street, Lexington, KY 40508 Phone: 859-389-6976

Project to be insured: Public Safety Operations Center Phase 2

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

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

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

Agency or Brokerage: Mann Sutton + McGee Ltd. Name of Authorized Representative: Johnny R. Hurler

Street Address: 1353 Leesstown Rd Title: Agent

City: Lexington State: KY Zip: 40508 Authorized Signature: [Signature]

Telephone Number: 859-225-3161 Date: 10-26-2015

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

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

14. DEBARRED FIRMS

PROJECT NAME: Public Safety Operations Center Phase 2

BID NUMBER: 148-2015

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

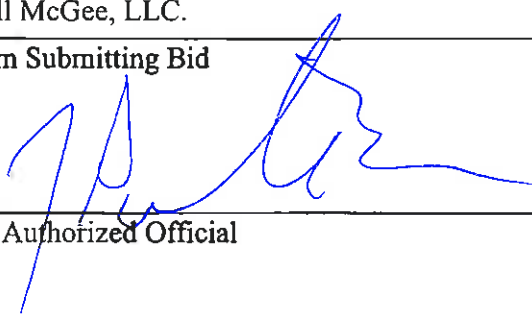
All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

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

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

Churchill McGee, LLC.

Name of Firm Submitting Bid



Signature of Authorized Official

Principle

Title

10/30/2015

Date

15. DEBARMENT CERTIFICATION

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

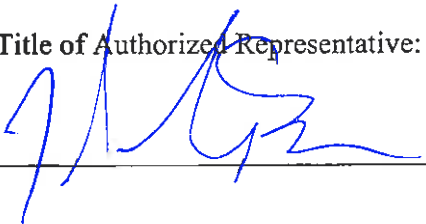
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

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

Firm Name: Churchill McGee, LLC

Project: 148-2015

Printed Name and Title of Authorized Representative: J. Patrick McGee / Principle

Signature: 

Date: 10/30/2015

END OF SECTION



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#148-2015**

Date: October 8, 2015

Subject: **PSOC Renovation Phase 2**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

Wage Rates are attached.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Churchill McGee, LLC.

ADDRESS: 1315-C West Main Street, Lexington KY 40508

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#148-2015**

Date: October 16, 2015

Subject: **PSOC Renovation Phase 2**

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. Pre-bid sign-in sheet is attached.
2. See attached Functional Performance Testing Scope of Work.
3. Project estimate is \$500K - \$700K.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Churchill McGee, LLC

ADDRESS: 1315-C West Main Street, Lexington KY 40508

SIGNATURE OF BIDDER:



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#148-2015**

Date: October 20, 2015

Subject: **PSOC Renovation Phase 2**

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. See attachments, Sketch CP06, Excerpt 1 – VRV Interconnection Diagram System OU-3, and Excerpt 2, Electrical Construction Notes E5.3.

Specifications:

1. Refer to Table of Contents. REVISE as follows:
 - a. Section 013200: Revise to "013233"
 - b. Section 017820: Revise to "017823"
 - c. Section 099120: Revise to "099123"
 - d. ADD "Section 211100 Clean Agent Fire Suppression System"
 - e. DELETE Section 220529
 - f. DELETE Section 220553
 - g. DELETE Section 220700
 - h. DELETE Section 221119
 - i. DELETE Section 221319
 - j. ADD "Section 230900 Instrumentation and Controls for HVAC"
 - k. ADD "Section 271120 Broadcast Media Pedestals"
 - l. DELETE Section 283111
2. Section 099123 "Interior Painting". Refer to Article 2.1.A. ADD "Farrell Calhoun" to the list of manufacturers.
3. Section 271300: Cabling for data shall be Cat 6, in lieu of Cat 6A. Patch panels, cabling, and jacks shall match Phase 1B construction.

Drawings:

1. Sheet A1.1: The furnishings (desks, chairs, workstations) in 911 Dispatch 146A and offices 146B, 146C and 147 are "Not in Contract". The casework along the west wall of 911 Dispatch 146A is part of this Phase 2 project.
2. Sheet A1.6:
 - a. Refer to Keynote 10. REVISE this to read: "Grab Bars (36" long, 42" long, and 18" long)."
 - b. Refer to Sections 22 and 23. ADD R19 unfaced batt insulation in the 6" metal stud wall system between column lines D and F.
3. Sheet A7.4: Refer to Section 11/A7.4. REVISE the R11 batt insulation to R13 batt insulation.
4. Drawing P0.1R, Plumbing Fixture Schedule and attached Sketch XP06. Furnish and install the plumbing fixtures specified in Sketch XP06 in lieu of those scheduled on Drawing P0.1R. Note lavatory manufacturer substitutions must be compatible with lavatory carrier furnished as part of Phase 1B and listed on Sketch XP06.
5. Drawing P1.1R. Unisex 145B will not have the raised floor constructed as part of Phase 1B. Contractor shall propose plumbing work in Unisex 145B to receive lavatory carrier and install. Also propose to install water closet flange and complete final DWV rough-in for P-2, P-6, CO-1, etc into new wall and floor.
6. Drawing H0.1R, Ductless Split Heat Pump System Equipment Schedule. Furnish this unit with gateway to allow for full BAS integration via BACnet/IP.
7. Drawings H1.1R and H5.2R. Furnish and install a second thermostat, humidity sensor, and CO2 sensor for RTU-1B. Both operations (RTU-1A and RTU-1B) shall be completely redundant. Both systems shall be controlled by the BAS for equal run hours and true lead-lag control. Refer to equipment Schedule on Drawing H5.2R for BAS requirements.
8. Drawing E1.3R and attached, two excerpts from Phase 1B's, Drawing E5.3. VRV/BS Units shall be field wired as specified on the attached excerpt for VRV Interconnection Diagram System OU-3. And as noted on the attached excerpt of Electrical Construction Notes. Coordinate actual field wiring with existing Daikin Shop Drawings for system OU-3.
9. Drawings E1.3R and E1.5R - Construction Note #8.
 - a. Reduce the quantity of voice and data drops for each floor box. Reduce to eight (8) data and (4) voice, in lieu of ten (10) data and ten (10) voice.
 - b. Reduce the size of each floor box to eight (8) gang in lieu of ten (10) gang. Box shall be EFS8S with modular wiring system suitable to contain all jacks required. Refer to Detail 31 on Drawing E4.8R. Furnish and install quantity of raceway feeds as necessary to accommodate all power and data/voice cabling requirements.

- 10. Drawing E1.3R, Construction Note #33. The existing spare breaker intended for use by Airbus is a 3P200 amp circuit breaker in Main Switchgear.
- 11. Drawing E1.3R. IDF Rack Receptacles indicated by Construction Note #34 shall be Nema L21-20 configuration.
- 12. Drawing E1.3R. Furnish and install a Cat 6 data drop at the overhead projector location indicated by Construction Note #22.
- 13. Drawing E1.5R. Furnish and install three (3) additional 4" Hilti speed sleeves for the installation of Owner furnished and installed COAX cabling. One (1) sleeve shall be located at the penetrations indicated by Construction Note #18 and two (2) sleeves shall be installed at the penetrations indicated by Construction Note #22.
- 14. Drawing E1.5R, Construction Note #29. Fiber shall be (24) Strand Multi-mode, with SC Type connector, in lieu of (12) Strand MM. 100 pair analog cable shall be Cat 5E – Contractor has option of terminating on patch panels, in lieu of 110 blocks.
- 15. Drawings E1.5R and E4.9R. Enclosed Racks in IDF Room 145A shall be Owner furnished, Contractor installed. All required grommets for cable transitions from below flooring into racks shall be furnished and installed by the Contractor.
- 16. Drawing E1.5R. Furnish and install six (6) Cat 6 data cables between IDF Data Cabinet and the MDF Data Cabinet in Communications Room 140. Coordinate termination points with Owner/MCP.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Churchill McGee, LLC.

ADDRESS: 1315-C West Main Street, Lexington KY 40508

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #4

Bid Number: **#148-2015**

Date: October 23, 2015

Subject: **PSOC Renovation Phase 2**

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. Bid opening has been changed to October 30, 2015, 2:00 pm.

Specifications:

1. Refer to the Project Specification Indexes in the Project Manuals. The index for Divisions 21, 22, 23, 26, 27, and 28 are incorrect and shall be ignored. Refer to the Architect's newly issued index that will correspond to the actual Sections that you will find present within the Project Manual.
2. Refer to Section 271130. Omit this Section as that Underfloor Duct is not required for this Phase 2 project. Also note that Broadcast Media Pedestals is not required for this Phase 2 project.

Attachments:

1. Mechanical and Electrical Specification Index, reflecting revised Sections for Divisions 21, 22, 23, 26, 27 and 28.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Churchill McGee, LLC.

ADDRESS: 1315-C West Main Street, Lexington KY 40508

SIGNATURE OF BIDDER: 

Item # 5 on Statement of Bidder's Qualifications

MAKE	MODEL/DESCRIPTION
SAWS	
DeWalt	Orbital Jig Saw DW331
Makita	Sawzall 36935
DeWalt	DW311 Sawzall
Makita	Sawzall 15 amp
Makita	7 1/4" Worm Drive Saw
Milwaukee	7 1/4" Circular Saw
Milwaukee	7 1/4" Circular Saw
DeWalt	7 1/4" Circular Saw DW367
Rigid	7 1/4" Circular Saw R3200
Milwaukee	14" Abrasive Cut-Off Machine
Craftsman	3-Base Router Combo and Bits
Bosch	Jamb saw 1640 VS
Dewalt	Table Saw DW7440
Hitachi	10" Miter Saw
DeWalt	Miter Saw Stand DW723

LADDERS	
Louisville	24' Extension Ladder F3224 (Red)
Werner	8' Step Ladde PN911146D (Red)
Werner	6' Fiberglass Ladder (GREEN)
Davidson Pro	6' Fiberglass Ladder (Yellow)
Husky	6' Fiberglass Ladder (RED)

SCAFFOLDING	
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 5' x 5' W/C-LK & Cross Braces
Bil-Jax	FRM STP 6' x 5' W/C-LK & Cross Braces
Bil-Jax	Leveling Jacks (2)
Bil-Jax	Flat Feet (4)
Bil-Jax	6" Casters (4)
Bil-Jax	ScrewJack w/Socket (2)
Bil-Jax	5' Aluminum Walk Boards
Bil-Jax	5' Aluminum Walk Boards
Bil-Jax	5' Aluminum Walk Boards
Bil-Jax	5' Aluminum Walk Boards
Bil-Jax	Rolling Baker scaffolding
Bil-Jax	Baker Scaffolding (green)
Bil-Jax	Leveling Feet (13 total)
Bil-Jax	Angled Leveling Feet (4 total)

PNEUMATIC TOOLS	
Bostitch	Metal Hanger 250S
Bostitch	Metal Hanger Pneumatic Nail Gun
Paslode	350 S Framing Nailer
Senco	Air Finish Nailer
Senco	15ga Air Finish Nailer
Senco	Air Stapler
Grip Rite	GRTCR175 Roofing Nailer
Rigid	Palm Nailer (125PSI)
Porter Cable	5 Gallon Compressor
Dewalt	Dewalt/Emqlo Compressor

MAKE	MODEL/DESCRIPTION
NAIL GUNS	
Paslode	Cordless 30 Deg Framing Nailer
Paslode	IM250A 16 Ga Angled Finish Nailer
Paslode	Cordless 30 Deg Framing Nailer
Paslode	Cordless 30 Deg Framing Nailer
Ramset	Power Nailer D45A
Hilti	DX4 Power Nailer
Porter Cable	3 Straight Nailer Combo

DRILLS	
Bosch	1/2" Hammer Drill 119 9VSR
Bosch (MPI)	SDS Plus Hammer Drill 11232EVS
DeWalt	1/2" Hammer Drill DW505K
Hitachi	Drywall Screw Gun W6V4
Makita	18V Litho Battery Drill
Milwaukee	1/2" Hole Hawg Drill
Milwaukee	Electromagnetic drill press
Senco	DuraSpin DS-200AC Screw Gun
Senco	DuraSpin DS-200AC Screw Gun
Quickdrive	Pro250G2 Autofeed 6823Z
Quickdrive	Heavy Steel Driver Head
Bosch	SDS Plus Hammer Drill
Dewalt	DW292 1/2" Impact Wrench
DeWalt	18V Drill/Hammerdrill
DeWalt	18V Impact Drill

VACUUMS	
Lowes-Kobalt	22 Gal Wet/Dry Vac
Rigid	16 Gal Wet/Dry Vac
Rigid	16 Gal Wet/Dry Vac
Stinger	2 Gal Wet/Dry Vac
Hepa Vacuum	14 Gal. Dry Vac
Eureka	Standard Vacuum

SANDERS & GRINDERS	
Bosch	9" Angle Grinder 1754G
DeWalt	4 1/2" Angle Grinder DW402
DeWalt	4 1/2" Angle Grinder
Makita	Power Planner N1900B
Roto Zip	RZ-1
DeWalt	Belt Sander
DeWalt	12 1/2" Portable Planer
Freud	Biscuit Joiner
Dewalt	5" Sander

SAFETY	
Miller	Ready Roofer Bucket
North	Ready Roofer Bucket
Sala	6' nylon anchor connection
Sala	3' nylon anchor connection
Street Sign	R/L Lane Closed Ahead w/Stand
Street Sign	Merge R/L w/Stand
SafetyCo.	Sidewalk Closed Sign
SafetyCo.	Sidewalk Closed Sign
SafetyCo.	Door Entrance Sign
SafetyCo.	Left Sign and Arrow
SafetyCo.	Side Road Sign
SafetyCo.	Side Road Sign
SafetyCo.	Caution Horse with flashing light.
SafetyCo.	11 Safety Cones

Item # 5 on Statement of Bidder's Qualifications (Cont'd)

<u>MAKE</u>	<u>MODEL/DESCRIPTION</u>
CONCRETE & TILE TOOLS	
Bosch	60# Electric Demo Hammer
Clinker	19" Tile Super Cutter
Concrete	5' Magnesium Bull Float
Concrete	4' Heavy Stone Floppy Stamp
Makausa	Vibrator
Poly Meta	4" Flexible 12' Forms
Stihl	TS 400 Concrete Cut-Off Saw
Target	Tilematic Tile Saw
Jepson	4 3/8" Tile Cutter

MISC. TOOLS	
David White	Transit LT8-300
Allied	20TN Hydraulic Bottle Jack
Michelin	20TN Hydraulic Bottle Jack
	Wire Feed Welder WG3000
CST/Berger	Lasermark
Komatsu	SK-815 Skid Steer
Master	70,000 BTU Kerosene Heater
Stanley	Tru Laser
UR Choker	2" x 16' nylon choker
UR Choker	2" x 16' nylon choker
Jet	1 Ton chain hoist 20' lift
	Submersible pump with 2" hose
Victor	Sedaline tank cutter and striker
Amana	Temporary Heater
Abatement	Air Scrubber
Abatement	Air Scrubber
Rigid	Air Blower
Earlex	Wall Paper Remover

<u>MAKE</u>	<u>MODEL/DESCRIPTION</u>
LAWN TOOLS	
Husqvarna	225HBV Blower
Shark	3000 PSI Pressure Washer BG-3030
Stihl	FS 55 R Weed Eater
Stihl	Edger
Stihl	MS 290 Chain Saw
Wheel Barrel	Blue Jackson w/Black Wheel
Wheel Barrel	Blue Jackson w/Yellow Wheel
Wheel Barrel	Blue Jackson w/Black Wheel
Gilmour	3 Gallon Sprayer
Round Up	2 Gallon Sprayer

TOOL KITS	
	Concrete Finishing Kit
	Drywall Kit
	Masonry Kit
	Millwork Kit
	Tile Kit

Churchill McGee, LLC
1315-C West Main Street
Lexington, KY 40508
Phone: (859) 389-6976
Fax: (859) 389-6986

**AFFIRMATIVE ACTION PLAN
(AAP PART 1)**

To comply with the requirements of the Kentucky EEO Act, KRS 45,600(3), **Churchill McGee, LLC** will take the following measure:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.
2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained and semi-annual reports will be submitted to the Office of Equal Employment Opportunity and Contract Compliance,
3. All employees will be advised at the time employment that **Churchill McGee, LLC** is an equal opportunity/affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.
4. The company has appointed **Jamison Large** to serve as the equal employment opportunity/affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent this company In all matters regarding this affirmative action plan.
5. The officer will be responsible for the following:
 - A. Implementing all phases of the affirmative action plan;
 - B. Maintaining close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;
 - C. Conducting periodic audits of employment practices to ensure non-discrimination;
 - D. Semi-annual or more frequent instruction of all supervisory personnel about equal employment opportunity/affirmative action non-discrimination responsibilities;
 - E. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;
 - F. Semi-annual reviews with all supervisory personnel to ensure that the EEO/AA program is being implemented at all levels;

- G. Maintaining all facilities and activities on a non-discriminatory basis;
- H. Implement and maintain steps to attempt to satisfy the 10% D.B.E. goals set by Federal DOT 49CFR23;
- I. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:
 - 1. The minority population of the labor area surrounding the facility;
 - 2. The percentage of the minority workforce as compared with the total workforce in the area;
 - 3. The availability of minorities having requisite skills in the immediate labor area;
 - 4. The availability of minorities having requisite skills in the reasonable recruitment area; and
 - 5. The availability of promotable and transferable minority employees in the company.



Signature of Company Official

Manager

Title

9-7-12

Date

Churchill McGee, LLC
1315-C West Main Street
Lexington, KY 40508
Phone: (859) 389-6976
Fax: (859) 389-6986

AFFIDAVIT OF EFFORT TO COMPLY
(APP Part 3)

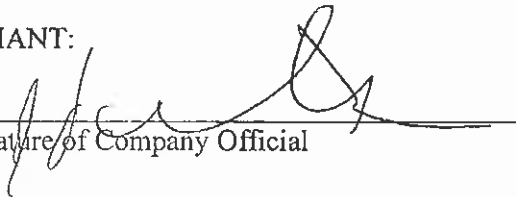
The undersigned, after first being duly sworn, states as follows: I J. Patrick McGee,
(Print Name)

have authority to sign this affidavit on behalf of Churchill McGee, LLC.

Churchill McGee LLC's work force is not reflective of the percentage of minorities in the labor area.

However, according to the Kentucky EEO Act, KRS 45.600(6), Churchill McGee, LLC has complied with all other affirmative action, requirements. Further, Churchill McGee, LLC has made every reasonable effort to comply with said percentage requirements.

AFFIANT:


Signature of Company Official

Manager
Title

9-7-12
Date

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

Subscribed and sworn to before me by PATRICK MCGEE, MANAGER of
(Affiant) (Title)

CHURCHILL MCGEE this 7TH day of SEPTEMBER, 2012.
(Company Name)

MY COMMISSION EXPIRES ON:

3/31/15


NOTARY PUBLIC

Commonwealth of Kentucky
 Finance and Administration Cabinet
 Office of EEO/ Contract Compliance
 Room 385, Capitol Annex, Frankfort, KY 40501
 Ph: (502) 564-2874/ Fax (502) 564-1056

**AFFIRMATIVE ACTION PLAN GOALS & TIMETABLES FORM
 (AAP Part 2)**

JOB CATEGORIES	Present Workforce			Total Projected Openings	Commitment to Increase Minority Utilization			Commitment to Increase Female Utilization				
	Total Employees	Total Minorities	Total Females		2012 Minorities	2013 Minorities	2014 Minorities	2015 Minorities	2012 Females	2013 Females	2014 Females	2015 Females
Officials and Managers	6	0	1									
Professionals -	2	1	1									
Technicians												
Sales	1											
Clerical												
Craft Workers (skilled)	1											
Operatives (semiskilled)												
Laborers (unskilled)	1											
Service												
TOTAL	11	1	1	1	0	1	0	0	0	1	0	0

Name of Firm: Churchill McGee, LLC
 Company Official's Signature (must be an official or manager): *[Signature]*
 Title: *Manager*
 Telephone: 859-389-6976 Fax: 859-389-6986
 Date: 9/7/12

During the course of the contract, the Office of EEO and Contract Compliance will review your company's Affirmative Action Plan (AAP) commitment every twelve (12) months. Accordingly, additional information or clarification may be required.



1315-c West Main Street
LEXINGTON, KY 40508
Phone: 859.389.6976
Fax: 859.389.6986

13050 Eastgate Park Way
LOUISVILLE, KY 40223
Phone: 502.473.6550
Fax: 502.473.6400

P. O. Box 62068
CINCINNATI, OH 45262
Phone: 513.299.0005
Fax: 513.299.0007

www.churchillmcgee.com • [email: info@churchillmcgee.com](mailto:info@churchillmcgee.com)

October 30, 2015

Lexington Fayette County Urban Government
200 Main Street, 3rd Floor
Lexington, KY 40507

Office of Purchasing;

This letter is to describe the steps Churchill McGee, LLC has taken in attempt to satisfy the 10% D.B.E. goals set by Federal DOT 49CFR26.

Research:

1. First the "Certified D.B.E. Directory" compiled by the Kentucky Transportation Department was consulted for subcontractor information.
2. All contractors listed on Lynn Imaging's and Builders Exchange Kentucky's Bidder's List for the project were contacted and questioned about D.B.E. participation.
3. All contractors that submitted bids to Churchill McGee were questioned about D.B.E. participation/qualification.
4. Churchill McGee used the Kentucky Procurement Assistance Program (KPAP) to solicit D.B.E. contractors.
5. No D.B.E. certified contractors submitted low bids to Churchill McGee for work.

Qualifications for Subcontractor Selection:

1. Scopes of Work and Price Quotes submitted by all subcontractors and suppliers were compared for relative equivalence.
2. Churchill McGee's past experience with subcontractors' and suppliers' quality was also considered.
3. Subcontractor bids were then selected according to price and quality criteria.

The limited availability of D.B.E. /M.B.E. /W.B.E. subcontractors in the area, and fierce competition for the work, resulted in no apparent D.B.E. subcontractors selected for work.

Sincerely,

Patrick McGee
Principle
Churchill McGee, LLC



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229069

Certificate No. 006375039

KNOW ALL MEN BY THESE PRESENTS That Farmington Casualty Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian L Sewell, Steven M Baas, Melissa Napier, Kenny Albert of Bowling Green, Kentucky, Kimberly S Noland, Michelle A Justice, Pamela K White of Franklin, Tennessee, and Benjamin P Dycus

of the City of Lexington, State of Kentucky, their true and lawful Attorney(s) in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of June 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By Robert L. Raney, Senior Vice President

On this the 3rd day of June 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June, 2016



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her: and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2015

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached