

**PART III**

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**Invitation to Bid No. 2-2017**

**Government Center Parking Garage Repair**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: February 2, 2017

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

This Proposal Submitted by Browning Chapman, LLC

9900 Westpoint Dr., Ste. 128, Indianapolis, IN 46256  
(Name and Address of Bidding Contractor)

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

To: LLC  
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 **Government Center Parking Garage Repair** 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 **\$250.00** for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 1/23/2017

Addendum No. 2 Date 1/26/2017

Addendum No.      Date                     

Addendum No.      Date                     

Addendum No.      Date                     

Addendum No.      Date                     

Addendum No.      Date                     

Addendum No.      Date                     

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



**ADDENDUM #1**

Bid Number: #2-2017

Date: January 23, 2017

Subject: Government Center Garage Repairs

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. Wage rates do not apply to this bid.
- 2. Pre-bid sign-in sheet is 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: Browning Chapman, LLC

ADDRESS: 9900 Westpoint Drive, Suite 128, Indianapolis, IN 46256

SIGNATURE OF BIDDER:





**ADDENDUM #2**

Bid Number: #2-2017

Date: January 26, 2017

Subject: Government Center Garage Repairs

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

**TO ALL PROSPECTIVE SUBMITTERS:**

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

**Question:**

1. Should Note 13 on Drawing S1.1 be on the bid schedule-schedule of values?
  - a. Yes. Page 6 and 7 of the Bid Schedule, Schedule of Values has been updated and follows the Addendum to include epoxy injection.
  
2. Is Note 3 on Drawing S2.1 referring to the EIFS wall system?
  - a. No. All exposed concrete beams and columns at the south elevation will be painted after concrete repairs. Brick infill between floors will not be painted.
  
3. Can building restrooms be used by the contractor?
  - a. No. Provide a temporary facility. Location will be coordinated with the Owner.
  
4. Will parking spaces be provided to the contractor?
  - a. During the normal business hours, the owner will assign up to 5 spaces behind the building. During the weekends and off hours, the contractor may park at the Phoenix, behind the building, or inside the GC garage



- 5. What will access be for the building?
  - a. All contractor employees will be provided badges to access the building. This will be done through building security.
  
- 6. Will the contractor have access to the roof, if required, for a possible swing stage for the exterior of the building?
  - a. The contractor will need to submit a plan illustrating how the roof and brick parapet will be protected. Contractor is responsible for any damage to the roof and walls. Contractor can use roof ballast in an area, weighing up to 2,000 pounds, spread out over a width of 8 feet (parallel to the wall). Multiple ballast points may be used when separated from each other.

**Drawings:**

- 1. Modify Phase Note 5 on Drawings S1.1 and S2.1 as follows:
  - a. "The Level 1 interior garage repairs (concrete, steel, and waterproofing) shall be completed at night and weekends. Night hours are between 8:00 PM and 6:00 AM. The option exists to close Level 1 between March 27, 2017 and April 7, 2017. The contractor may work in this area during this duration at night and during the day."



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: Browning Chapman, LLC

ADDRESS: 9900 Westpoint Drive, Suite 128, Indianapolis, IN 46256

SIGNATURE OF BIDDER: 



**2. LEGAL STATUS OF BIDDER**

Bidder Browning Chapman, LLC

Date February 2, 2017  
LLC

\* 1. A ~~corporation~~ duly organized and doing business under the laws of the State of Indiana, for whom Allan Browning, bearing the official title of President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

N/A

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

N/A

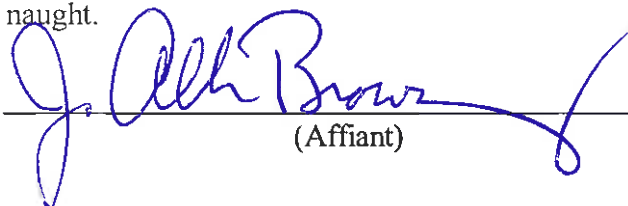
\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Allan Browning, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Allan Browning and he/she is the individual submitting the bid or is the authorized representative of Browning Chapman, 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.

  
 \_\_\_\_\_  
 (Affiant)

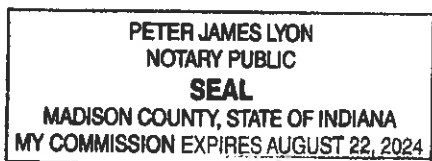
STATE OF Indiana


COUNTY OF Hamilton

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

Allan Browning on this the 2nd day of February, 2017.

My Commission expires: August 22, 2024



  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE AT LARGE  
 Peter J. Lyon  
 P-5

**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.

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

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
1	Bonded Overlay Repair for <u>Thirty-Three and 20/100</u> Dollars Cents (per Square Foot)	1,000	SF	<u>\$ 33.20</u>	<u>\$ 33,200</u>
2	Concrete Floor Repair for <u>Thirty-Six and 00/100</u> Dollars Cents (per Square Foot)	100	SF	<u>\$ 36.00</u>	<u>\$ 3,600</u>
3	Joist Bottom Repair for <u>Sixty-Three and 00/100</u> Dollars Cents (per Linear Foot)	100	LF	<u>\$ 63.00</u>	<u>\$ 6,300</u>
4	Column/Vertical Surface Repair for <u>Ninety-Two and 00/100</u> Dollars Cents (per Square Foot)	350	SF	<u>\$ 92.00</u>	<u>\$ 32,200</u>



Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Unit Price	Total Bid Amount
5	Knockdown Repair for <u>Nineteen and 50/100</u> Dollars Cents (per Square Foot)	500	SF	\$ <u>19.50</u>	\$ <u>9,750</u>
6	Overhead Concrete Repair for <u>Sixty-Eight and 00/100</u> Dollars Cents (per Square Foot)	100	SF	\$ <u>68.00</u>	\$ <u>6,800</u>
7	EIFS Replacement for <u>Sixty and 00/100</u> Dollars Cents (per Square Foot)	25	SF	\$ <u>60.00</u>	\$ <u>1,500</u>
8	Epoxy Injection Repairs for <u>Forty-Five and 00/100</u> Dollars Cents (per Linear Foot)	50	LF	\$ <u>45.00</u>	\$ <u>2,250</u>
9	Incidentals (all base bid work not listed above) <u>Thirty-Nine Thousand Seven Hundred Thirty</u> Dollars Cents	XXXXXX	LS	XXXXXX	\$ <u>39,730</u>
10	ALTERNATE 1: Cleaning of brick surfaces and installation of a penetrating water repellent at north and south elevations of garage for <u>Eight Thousand Nine Hundred</u> Dollars Cents	XXXXXX	LS	XXXXXX	\$ <u>8,900</u>

TOTAL OF ALL BID PRICES FOR Government Center Parking Garage Repairs Project (Items 1 through 10) in words and figures. In case of discrepancy, the amount shown in words will govern.

One Hundred Forty-Four Thousand Two Hundred Thirty Dollars -----

----- (\$ 144,230.00 ).

Submitted by:

Browning Chapman, LLC

Firm

9900 Westpoint Drive, Ste. 128

Address

Indianapolis, IN 46256

City, State & Zip

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

  
Signature of Authorized Company Representative – Title

Allan Browning

Representative/s Name (Typed or Printed)

317-608-2775

Area Code – Phone – Extension

317-608-2763

Fax #

abrowning@browningchapman.com

E-Mail Address

**OFFICIAL ADDRESS:**

9900 Westpoint Dr.

Suite 128

Indianapolis, IN 46256

(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: Browning Chapman, LLC
2. Permanent Place of Business: 9900 Westpoint Dr., Ste. 128, Indianapolis, IN 46256
3. When Organized: November 2012
4. Where Incorporated: LLC

5. Construction Plant and Equipment Available for this Project:

Browning Chapman, LLC has all necessary tools and equipment  
required to complete this project with the exception of  
mechanical lifts and swing stages, which will be rented  
from local rental companies.

(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:

Hudson Insurance Company (Surety)

Signed:  (Representative of Surety)

**Todd Schaap, 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>
Purdue University	401 S. Grant St. Lafayette, IN	\$215,038.18
Indiana University	107 S. Indiana Ave. Bloomington, IN	\$513,558.00
City of Anderson, IN	120 E. 8th Street Anderson, IN 46016	\$459,452.00
Capital Improvement Board	100 S. Capitol Ave. Indianapolis, IN	\$353,835.00

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Belterra Casino Garage	777 Belterra Dr. Florence, IN	\$1,919,900.00
8470 Allison Point	8470 Allison Point Indianapolis, IN	\$90,690.00
IDOC	1 Park Road Michigan City, IN	\$234,906.00
Barnes & Thornburg	11 S. Meridian Indianapolis, IN	\$242,375.00

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>
Gordon Chapman	COO/Project Manager	5 (Co-Owner)

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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(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.

<b><u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u></b> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<b><u>SUBCONTRACTOR</u></b>	<b><u>DBE</u></b> <b><u>Yes/No</u></b>	<b><u>% of Work</u></b>
1. <u>Netting; Cleaning; Knockdowns</u>	Name: <u>Lexington Contracting, LLC</u>		<u>9%</u>
	Address: <u>1500 Leestown Road, Lexington, KY 40511</u>		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

OUR MISSION: The mission of the Minority Business Enterprise Program 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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for*

*professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

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 and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttvra@commercelexington.com">ttvra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shirie Hawkins UK SBDC	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Sheila Eagle	<a href="mailto:Sheila.Eagle@ky.gov">Sheila.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavokey@yahoo.com">lavokey@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428





**LFUCG MWDBE PARTICIPATION FORM**

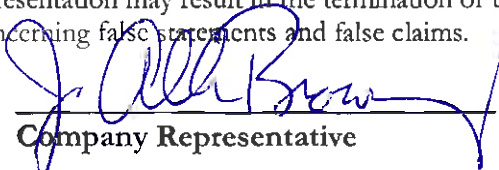
Bid/RFP/Quote Reference # 2-2017

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Lexington Contracting LLC Allen Carter 1500 Leestown Road Lexington, KY 40511 859-281-6881	Remove/Reinstall Netting; Garage Cleaning; Knockdowns	\$12,900.00	9%
2. aclexcontracting@aol.com			
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.

Browning Chapman, LLC  
**Company**  
2/2/2017  
**Date**

  
**Company Representative**  
President  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 2-2017

The substituted MWDBE and/or Veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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. Failure to submit this form may cause rejection of the bid.

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

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

Browning Chapman, LLC  
Company

February 2, 2017  
Date

Company Representative

President  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 2-2017

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

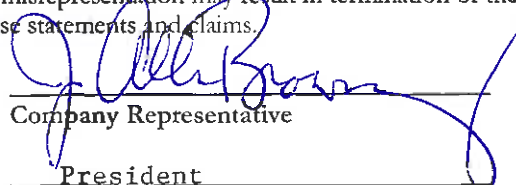
Company Name <b>Browning Chapman, LLC</b>	Contact Person <b>Allan Browning</b>
Address/Phone/Email 9900 Westpoint Dr., Ste. 128 Indianapolis, IN 46256 317-608-2775	Bid Package / Bid Date <b>2-2017; February 2, 2017</b>

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
<u>abrowning@browningchapman.com</u>	<u>Allen Carter</u>	<u>859-281-6881</u>		<u>Netting Various Cleaning</u>	<u>Phone; Email</u>	<u>\$12,900</u>	<u>AA</u>

(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.

Browning Chapman, LLC  
Company  
February 2, 2017  
Date

  
\_\_\_\_\_  
Company Representative  
President  
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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran 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 #** 2-2017

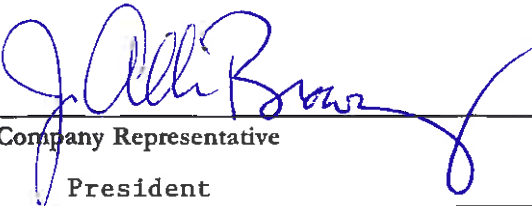
**Total Contract Amount Awarded to Prime Contractor for this Project** \$144,230.00

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

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

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

Browning Chapman, LLC  
 Company  
February 2, 2017  
 Date

  
 \_\_\_\_\_  
 Company Representative  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 2-2017

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 and Veteran-Owned 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 and Veteran-Owned businesses 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 and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

requested a list of MWDBE and/or Veteran 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 and Veteran-Owned businesses 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 and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

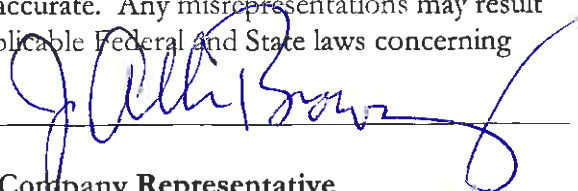
\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

**NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

\_\_\_\_\_ Browning Chapman, LLC



**Company**  
February 2, 2017

**Company Representative**  
President

**Date**

**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 \_\_\_\_\_. 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: Allan Browning

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: Prior to starting Browning Chapman, LLC,  
Mr. Browning worked at W.R. Dunkin and Son, Inc., a 100-year old general  
construction firm. Mr. Browning has 30+ years of project management experience.

NAME OF INDIVIDUAL: Gordon Chapman

POSITION/TITLE: Vice President/COO

STATEMENT OF EXPERIENCE: Prior to starting Browning Chapman, LLC,  
Mr. Chapman spent 27 years at F.E. Gates. Mr. Chapman has managed numerous  
parking garage restorations through Indiana. His expertise and breadth  
of knowledge in the restoration industry is second to none.

NAME OF INDIVIDUAL: Gary Chapman

POSITION/TITLE: Sr. Project Manager

STATEMENT OF EXPERIENCE: Mr. Chapman worked at F.E. Gates for 27 years  
prior to joining Browning Chapman. Gary is an industry expert.

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

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

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



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

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

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

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

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

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

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\* 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

Browning Chapman, 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 Browning Chapman, 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.

**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: Browning Chapman LLC Employee ID: \_\_\_\_\_  
 Address: 9900 Westpoint Drive, Suite 128, Indianapolis, IN 46256 Phone: 317-608-2775  
 Project to be insured: Government Center Parking Garage Repairs

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	\$1,000,000 per Occ \$2,000,000 Aggr.	Cincinnati Ins Co	000258	A + XV
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 per occ \$5,000,000 Umbrella	Cincinnati Ins Co	000258	A + XV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ 1,000,000	Accident Fund Ins	011770	A - XI

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.

USI Insurance Services, LLC  
 Agency or Brokerage  
 302 S Jackson Street  
 Street Address  
 Muncie IN 47305  
 City State Zip  
 765-372-5350  
 Telephone Number

Name of Authorized Representative  
 Mark E Gary  
 Account Executive  
 Title  
 Authorized Signature  
 February 1, 2017  
 Date


NOTE: Authorized signatories 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.**

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: Browning Chapman, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators		2																
Professionals		1																
Superintendents		5																
Supervisors		2																
Foremen		5																
Technicians		35		5														
Protective Service																		
Para-Professionals																		
Office/Clerical			1															
Skilled Craft		4																
Service/Maintenance		2																
<b>Total:</b>		56	1	5														

Prepared by: Peter Lyon  
  
 (Name and Title)

Date: 2 / 2 / 2017

Revised 2015-Dec-15

**14. DEBARRED FIRMS**

**PROJECT NAME:** Government Center Parking Garage Repairs

**BID NUMBER:** 2-2017


**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 Browning Chapman, 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.

Browning Chapman, LLC  
Name of Firm Submitting Bid

  
Signature of Authorized Official

President  
Title

2/2/2017  
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:

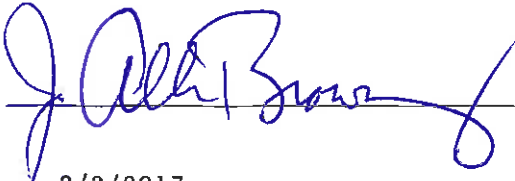
- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive 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: Browning Chapman, LLC

Project: Government Center Parking Garage Repairs

Printed Name and Title of Authorized Representative: Allan Browning; President

Signature: 

Date: 2/2/2017

END OF SECTION

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Browning Chapman, LLC

9900 Westpoint Drive, Suite 128  
Indianapolis, IN 46256

**OWNER:**

(Name, legal status and address)  
Lexington-Fayette Urban County Government  
200 E. Main Street, Third Floor  
Lexington, KY 40507

**BOND AMOUNT: \*\*\*FIVE PERCENT OF AMOUNT BID\*\*\***

**SURETY:**

(Name, legal status and principal place  
of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

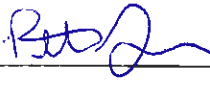
(Name, location or address, and Project number, if any)  
Government Center Parking Garage Repairs

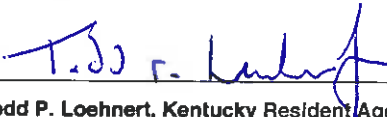
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **2nd** day of **February** **2017**

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Todd P. Loehnert, Kentucky Resident Agent

121 S. Sherrin Avenue  
Louisville, KY 40207

**Browning Chapman, LLC**

(Principal)  (Seal)

(Title)  
**Hudson Insurance Company**

(Surety)  (Seal)

(Title)  
**Todd Schaap, Attorney-In-Fact**

Init.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas Chambers and Todd Schaap, each of the State of Wisconsin, and Todd Kramer of the State of Iowa

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes. also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 23rd day of May, 2016 at New York, New York.



Dina Daskalakis Corporate Secretary

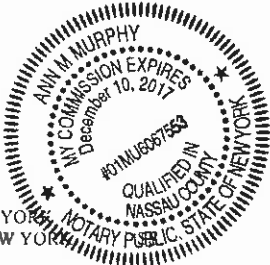
HUDSON INSURANCE COMPANY

By Christopher T. Suarez Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 23rd day of May, 2016 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 2nd day of February, 2017



By Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF Racine )

ON THIS 2nd day of February, 2017,  
before me, a notary public, within and for said County and State, personally appeared \_\_\_  
Todd Schaap to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Todd Schaap did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Jackie Sheldon

Notary Public, Racine County, Wisconsin  
My Commission Expires 4/13/2019

