

PART III

Invitation to Bid No. 150-2012

OLD FRANKFORT PIKE DRY STONE FENCE

Project Name

2012

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: October 23, 2012

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

This Proposal Submitted by Marrillia Design and Construction
259 W. Short St. Suite 325, Lexington, KY 40507
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, 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 Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

Gentlemen:

The bidder, in compliance with your Invitation for Bids for the **Old Frankfort Pike Dry Stone Fence** in Lexington, Kentucky, 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.

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The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within sixty (60) calendar days.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. None Date None Addendum No. _____ Date _____

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.

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2. LEGAL STATUS OF BIDDER

Bidder Marrillia Design and Construction

Date October 23, 2012

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Josh Marrillia, bearing the official title of President, whose signature is affixed to this Proposal, is duly authorized to execute contracts.

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

~~_____

_____~~

* 3. An individual, whose signature is affixed to this Proposal. (Print name)

~~_____

_____~~

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

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3. BIDDERS AFFIDAVIT

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

1. His/her name is Josh Marrillia and he/she is the individual submitting the bid or is the authorized representative of Marrillia Design and Construction, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as 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.

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Further, Affiant sayeth naught.

Josh Marrison

COMMONWEALTH OF KENTUCKY

COUNTY OFFAYE-TTE

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

Josh Marrison on this the 23rd day of October, 2012

My Commission expires: Feb. 15, 2016

Ronald W. Mason

NOTARY PUBLIC, STATE AT LARGE, KY

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10/23/12

4. BID SCHEDULE

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

Old Frankfort Pike Dry Stone Fence Project

Item No.	Quantity	Unit to Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
1.	1	LS	Mobilization (5% Max) Eight thousand nine hundred eighty seven and ⁰¹ / ₁₀₀ Lump Sum	Dollars Cents <u>\$8,987.⁰¹</u>	<u>\$8,987.⁰¹</u>
2..	1	LS	Construction Staking one thousand one hundred eighty and ⁰⁰ / ₁₀₀ Lump Sum	Dollars Cents <u>\$1,180.⁰⁰</u>	<u>\$1,180.⁰⁰</u>
3.	75	LF	Tree Protection Fence Four and ⁹⁹ / ₁₀₀ Per Linear Foot	Dollars Cents <u>\$4.⁹⁹</u>	<u>\$374.²⁵</u>
4.	1	LS	Existing Wall Demolition (Based on 18 LF) Nine hundred thirty two and ²⁰ / ₁₀₀ Lump Sum	Dollars Cents <u>\$932.²⁰</u>	<u>\$932.²⁰</u>
5.	110	CY	Earthwork Cut Sixty and ⁵⁰ / ₁₀₀ Per Cubic Yard	Dollars Cents <u>\$60.⁵⁰</u>	<u>\$6,655.⁰⁰</u>
6.	46	CY	Earthwork Fill Seventy four and ⁶⁶ / ₁₀₀ Per Cubic Yard	Dollars Cents <u>\$74.⁶⁶</u>	<u>\$3,434.³⁶</u>
7.	708	LF	Dry Stone Fence Construction Two hundred twenty one and ³⁷ / ₁₀₀ Per Linear Foot	Dollars Cents <u>\$221.³⁷</u>	<u>\$156,729.⁹⁶</u>

Handwritten signature
10/23/12

Item No.	Quantity	Unit to Bid On	Description w/Unit Bid Price Written In Words	Unit Price	Total Amount Bid
8.	313	SY	Erosion Control Blanket Four and ¹¹ / ₁₀₀ Per Square Yard	Dollars Cents \$ <u>4.11</u>	\$ <u>1,286.43</u>
9.	8	LS	Permanent Turf Reinforcement Mat Seventy four and ⁰⁴ / ₁₀₀ Per Square Yard	Dollars Cents \$ <u>74.04</u>	\$ <u>592.32</u>
10.	1	LS	Seeding and Protection (Based on 1,1000 SY Distribution) One thousand eight hundred sixty nine and ³⁹ / ₁₀₀ Lump Sum	Dollars Cents \$ <u>1,869.39</u>	\$ <u>1,869.39</u>
11.	1	LS	Demobilization (2.5% min) Seven thousand seven hundred eighty eight and ⁰⁰ / ₁₀₀ Lump Sum	Dollars Cents \$ <u>7,788.00</u>	\$ <u>7,788.00</u>

Total Amount of

= \$ 189,828.92

Respectfully Submitted,

BY: Marrillia Design
and Construction
(NAME OF FIRM)

DATE: October 23, 2012

BY: Josh Marrillia
TITLE: President

OFFICIAL ADDRESS AND PHONE:

259 West Short St. Ste. 325

Lexington, KY 40507

859.685.0414 (Seal if Bid is by Corporation)

by signing this form you agree to all of the terms and associated forms.

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Performance Bond Not
Required for Initial Bid
Proposal

5. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of OWNER)

(Address of OWNER)

hereinafter called "OWNER" in the penal sum of _____
Dollars, (\$_____), for the payment of whereof Principal and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for
_____ in accordance with Drawings and Specifications prepared
by which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER
having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or
shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or

Handwritten initials and date: 10/23/12

**Performance Bond Not
Required for Initial Bid
Proposal**

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

[Handwritten Signature]
10/23/12

Performance Bond Not
Required for Initial Bid
Proposal

IN WITNESS WHEREOF, this instrument is executed in _____ each one of which
(number)
shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

BY: _____ (s)

(Address)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

Surety

BY: _____
Attorney-in-Fact

(Address)

TITLE: _____

Surety

BY: _____

TITLE: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

[Handwritten Signature]
10/23/12

Payment Bond Not Required
for Initial Bid Proposal

6. PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of OWNER)

(Address of OWNER)

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of _____ Dollars (\$_____) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement is entering into a Contract with OWNER for _____ in accordance with Drawings and Specifications prepared by _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or

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**Payment Bond Not Required
for Initial Bid Proposal**

performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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Payment Bond Not Required
for Initial Bid Proposal

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

BY: _____ (s)

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact)

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

Handwritten signature and date
10/23/12

7. 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: Marrillia Design and Construction
- 2. Permanent Place of Business: Lexington, KY
- 3. When Organized: December 4, 2006
- 4. Where Incorporated: Commonwealth of Kentucky
- 5. Construction Plant and Equipment Available for this Project:

**See Attached Project
Organizational Chart for a List
of Construction Equipment
Available for Use on the
Project.**

(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 (Surety)

Signed: [Signature] (Representative of Surety)

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

[Handwritten initials]
10/23/12

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Attached Profile of Josh Marrillia. Site Improvements were Self-Performed on All Listed Projects.	

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Enclosed AIA Contractor's Qualification Statement	

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO.OFYEARS WITH BIDDER</u>
	See Attached Profiles of Key Personnel.	

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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>MAJORITY</u>
_____	_____	_____	_____
_____	DBE Participation on Publically Funded, Bonded Projects is Available Upon Request.	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low bidder, we will submit to the Owner within 7 calendar days following the Bid Opening, a sworn statement on the Owner's form regarding all current work on hand and under contract, and a statement on the Owner's form of the experience of our officers, office management and field management personnel. 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)-all in accordance with the Bid Documents.

Respectfully submitted:

Marrillia Design and Construction
(Name of Contracting Firm)

BY: Josh Marullia

TITLE: President

DATE October 23 2012

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10/23/12

8. 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.

BRANCH OF WORK

- LIST EACH MAJOR ITEM

SUBCONTRACTOR

DBE

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

yes/no \$ of work

- | | | |
|--------------------------------|-----------------------------------------------------------------|----------------------------------|
| 1. <u>Construction Staking</u> | Name: <u>Allen Engineering</u>
Address: <u>Lexington, KY</u> | Yes <u>\$1,180</u> |
| 2. <u>EPSC</u> | Name: <u>Allen Engineering</u>
Address: <u>Lexington, KY</u> | Yes <u>\$3,747.⁷⁶</u> |
| 3. _____ | Name: _____
Address: _____ | _____ |
| 4. _____ | Name: _____
Address: _____ | _____ |
| 5. _____ | Name: _____
Address: _____ | _____ |
| 6. _____ | Name: _____
Address: _____ | _____ |
| 7. _____ | Name: _____
Address: _____ | _____ |

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9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____ **See Attached Profiles of Key Personnel.** _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____ **See Attached Profiles of Key Personnel.** _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____ **See Attached Profiles of Key Personnel.** _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____ **See Attached Profiles of Key Personnel.** _____

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NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

**See Attached Profiles of Key
Personnel.**

STATEMENT OF EXPERIENCE: _____

BY: Marrillia Design and Construction
Name of Firm

DATE: October 23, 2012

BY: Josh Marrillia

TITLE: President

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

JM
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10. EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

11. NONDISCRIMINATION OF EMPLOYEES

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

EMPLOYMENT REQUIREMENTS
RELATING TO
NONDISCRIMINATION OF EMPLOYEES
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)

AN ACT OF THE KENTUCKY GENERAL ASSEMBLY TO
PREVENT DISCRIMINATION IN EMPLOYMENT

KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.


2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to,

provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92


10/23/12

12. 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.

Josh Manilla
Signature

Marrillia Design and Construction
Name of Business

MM
10/23/12

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 (K.R.S 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities- Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the*

department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

Any project over \$50,000 will require a Performance Bond in an amount equal to 100% of the contract.

13. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Marrillia Design and Construction

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.

Ravin Marrs has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling 859.685.0414

Signature: Josh Marcellis
(Bidding Contractor)

Title: President

Date: October 23, 2012

Handwritten initials and date: JM 10/23/12

WORKFORCE ANALYSIS FORM

Name of Organization: Marrillia Design and Construction

Date: 10 123 112

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	1		1						1
Professionals	2	2					2		
Superintendents	5	5					5		
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft	4	3					1	4	
Service/Maintenance									
Total:	12	10	1				1		

Prepared By: Josh Marrillia

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

Name Insured: Marrillia Design and Construction
 Address: 259 West Short Street, Suite 325
Lexington, KY 40507
 Project to be insured: Old Frankfort Pike Dry Stone Fence

Employee ID: _____
 Phone: _____

In lieu of obtaining certificate of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. The 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
X) SC4.1	CGI	\$1,000,000/per occ. \$2,000,000/aggregate	\$ 1,000,000 2,000,000	Westfield	00238Z	A
X)	AUTO	\$1,000,000/per occ.	\$ 1,000,000	Westfield	00238Z	A
X)	WC	Statutory	\$ 4,000,000	AGC	05500Z	A-
	Employer's Liability	\$1,000,000	\$ 4,000,000	AGC	05500Z	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 units stated otherwise when submitting.

Agency or Brokerage: Energy Insurance Agency
 P.O. Box 55268
 Street Address: _____
Lexington, KY State 40555 Zip
859-273-1549
 Telephone Number
 Name of Authorized Representative: Jeffery R. McIntosh
 Title: V.P.
 Authorized Signature: [Signature]
 Date: 10-19-12

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 COVERAGES LISTED ABOVE IS NOT PROVIDED.

[Signature] 10/23/12

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

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this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the

Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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16. KYTC PROVISIONS

All contractors must be prequalified by the Kentucky Transportation Cabinet.

(<http://transportation.ky.gov/Contract/Pgbook.pdf>)

The local Public Agency (LPA) will operate in compliance with the Federal Procurement Code, including but not limited to, 23 CFR 635.112 (<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi>)

This project will follow the Kentucky Standard Specifications for Road and Bridge Construction, 2008 Edition. (<http://transportation.ky.gov/construction/spec/spec08.htm0>)

Patented or proprietary materials are discourage but if they are specified then 23 CFR 635.411 (<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi>) must be followed.

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**NOTICE TO ALL
BIDDERS**

**TO REPORT BID RIGGING, BIDDER COLLUSION OR OTHER FRAUDULENT
ACTIVITIES**

The U.S. Department of Transportation (USDOT) maintains a Hotline Complaint Center and operates a toll-free "hotline" Monday through Friday, 8:00a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, DBE fraud or other fraudulent activities should use the following hotline number or address to report such activities:

Hotline Number:

(202) 755-1855 or 800-424-9071

Hotline Address:

Office of Inspector General

P. O. Box 23178

L'Enfant Plaza Station

Washington, D.C 20024-0178

The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of USDOT's Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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10/23/12

STATEMENT OF INCOMPLETE WORK

Contracts executed through the KYTC Division of Construction Procurement do not need to be reported.

All other active prime contracts must be reported. This includes prime contracts with the KYTC Division of Purchases and any other public and private owners. If involved in any joint ventures, the names of all joint venturers must be shown when reporting these contracts.

The Statement of Incomplete Work is:

Contract With	Project Identification	Prime Contract Amount	Earnings Through Last Estimate	Total Amount
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**See Enclosed Schedule of
Work in Progress**

Handwritten signature and date: 10/23/12

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Tax
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous (5) years pursuant to the applicable statutes above are revealed as follows:

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10/23/12

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: Fayette PROJECT NO. - 150-2012

I, Josh Marrillia, President, under penalty of perjury under the laws of the United States, do hereby certify that

Marrillia Design and Construction
Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature) Josh Marrillia President

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: Fayette
PROJECT NO. 150-2012

I, Josh Marrillia, President, under penalty of perjury under the laws of the United States, do hereby certify that

Marrillia Design and Construction
Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature) Josh Marrillia President

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10/23/12

CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF

KENTUCKY COUNTY: _____

Fayette

PROJECT NO. 150-2012

I, Josh Marrison, President, under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

Marrison Design and Construction

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions:

Josh Marrison
(Signature)

President

JM
10/23/12

CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The, _____, hereby certifies that he participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Marrillia Design and Construction

Josh Marrillia, President

Josh Marrillia

{Signature}

Date: October 23, 2012

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The prospective participation also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Marrillia Design and Construction

Josh Marrillia, President

Josh Marrillia

(Signature)

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10/23/12

CERTIFICATION OF BID
PROPOSAL/ DBE

We (I) proposed to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of two (2) percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."

Marrillia Design and Construction
Josh Marrillia, President

Josh Marrillia
(Signature)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations requires that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49CFR 26:11) for each federally funded project awarded.

Project No. RFB # 150-2012

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Allen Engineering
2. Aguilar Stone Masonry
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quote/bids for this project.

1. Halbrook Stone Co.
2. Saf-ti-co
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502)564-3601.

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10/23/12

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS (Page 1 of 1)

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
 - c. In accordance with KRS 121.330 (3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

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REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS (Page 2 of 2)

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Josh Mancellia
Signature

Josh Mancellia
Printed Name

President
Title

October 23, 2012
Date

Company Name Mancellia Design and Construction
Address 259 West Short Street
Suite 325
Lexington, KY 40507

Subscribed and sworn to before me by Josh Mancellia (Title) President

Of this 23rd day of October, 2012 (Company Name) Mancellia Design and Construction

Raewyn W. Marro
Notary Public

(Seal of Notary) My commission expires: Feb. 15, 2016

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STANDARDIZED CHANGED CONDITION CLAUSES- 23 CFR 635.109

(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

1. Differing site conditions.

- i. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- ii. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- iii. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

2. Suspensions of work ordered by the engineer.

- i. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- ii. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

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- iii. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- iv. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3. Significant changes in the character of work.

- i. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- ii. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- iii. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- iv. The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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(b) The provisions of this section shall be governed by the following:

1. Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.
2. Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

 10/23/12

BUY AMERICA ACT PROVISIONS (23 CFR 635.410)

635.410- Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either:

- i) Includes no permanently incorporated steel or iron materials, or
- (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must:

- (i) Require all bidders to submit a bid based on furnishing domestic steel and iron materials, and
- (ii) Clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project. (c) (1) A

State may request a waiver of the provisions of this section if;

- (i) The application of those provisions would be inconsistent with the public interest;
- or

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(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

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17. FEDERAL CONTRACT NOTES

23 C.F.R. 635.112(h)

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

- 102.08 -Irregular Bid Proposals
- 102.09- Bid Proposal Guaranty
- 102.10- Delivery of Bid Proposals
- 102.14- Disqualification of Bidders

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

PROJECT DBE PROVISIONS

It is the policy of the Local Public Agency ("LPA") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the LPA. To that end, the LPA will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The LPA, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to LPA contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the LPA.

Failure by the contractor to carry out these requirements is a material breach of its contract with the LPA, which may result in the termination of the contract or such other remedy as the LPA deems necessary.

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a. DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed in the NOTICE CONCERNING DBE GOAL in Part 1- Advertisement for Bids, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

b. CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE READ PUBLICLY.

These bids will not be considered for award by the LPA and they will be returned to the bidder.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of 25% percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Local Public Agency pertaining to the DBE Program."

The certification statement is located in the printed bid packet. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.

c. DBE PARTICIPATION PLAN

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows;
 - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;

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- 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
 - 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with LPA policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

Changes to DBE Participation Plans must be approved by the LPA. The LPA may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

d. CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the LPA that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith *effort*, unless the

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contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the LPA considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

1. Whether the bidder attended any pre-bid meetings that were scheduled by the LPA to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs 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 DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs 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;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the

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lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as 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 DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

e. FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the LFUCG Division of Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the LPA or to the United States Department of Transportation.

The LPA reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

f. SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the LPA will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract

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10/23/12

requirements shall constitute a breach of contract and as such the LPA reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

g. **PAYMENT TO DBEs**

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation LPA for work performed or materials furnished.

h. **DEFAULT OR DECERTIFICATION OF THE DBE**

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the LPA's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the LPA.

jm
10/23/12

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: Marrillia Design and Construction

Project: Old Frankfort Pike Dry Stone Fence

Printed Name and Title of Authorized Representative: Josh Marrillia, President

Signature: Josh Marrillia

Date: 10/23/12



Certificate of Eligibility

CERTIFICATE NO.

TC 14 - 2
Rev. 2/05

ISSUED BY

A 2012
03240

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

This Certifies that MARRILLIA INTERESTS LLC DBA MARRILLIA DESIGN & CONSTRUCTION
259 WEST SHORT STREET SUITE 325
LEXINGTON KY 40507

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of \$5,245,128 . This certificate which expires December 31, 2012 is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

TYPES OF WORK

- | | |
|-----------------------------------------|-----------------------------------------------|
| <u>101</u> CLEARING AND GRUBBING | <u>102</u> DITCHING AND SHOULDERING |
| <u>111</u> CURB AND GUTTER | <u>112</u> SIDEWALK |
| <u>113</u> ENTRANCE PAVEMENT | <u>114</u> PAVED DITCH |
| <u>124</u> STORM DRAINAGE & STORM SEWER | <u>126</u> BUILDINGS AND RELATED CONSTRUCTION |
| <u>127</u> DEMOLITION | |

DATE ISSUED:

March 30, 2012

BY


STATE HIGHWAY ENGINEER
DEPARTMENT OF HIGHWAYS



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: *Lexington-Fayette Urban County Government*

ADDRESS:

| SUBMITTED BY: Josh Marrillia, President

| NAME: Marrillia Design and Construction

| ADDRESS: 259 West Short Street, Suite 325, Lexington, KY 40507

| PRINCIPAL OFFICE: 259 West Short Street, Suite 325, Lexington, KY 40507

Corporation

Partnership

Individual

Joint Venture

Other

| NAME OF PROJECT *(if applicable)*:

| TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Electrical

Plumbing

| Other (please specify) Site Improvements

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

Approximately Four (4) Years

§ 1.2 How many years has your organization been in business under its present business name? Approximately Four (4) Years

§ 1.2.1 Under what other or former names has your organization operated?

Marrillia Interests, LLC d.b.a. Marrillia Design and Construction

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: December 4, 2006

§ 1.3.2 State of incorporation: Kentucky

§ 1.3.3 President's name: Josh Marrillia

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's

(Paragraphs deleted)

name(s): Not Applicable

§ 1.3.5 Secretary's name: Not Applicable

§ 1.3.6 Treasurer's name: Not Applicable

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: Not Applicable

§ 1.4.2 Type of partnership (if applicable): Not Applicable

§ 1.4.3 Name(s) of general partner(s): Not Applicable

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: Marrillia Interests, LLC (December 4, 2006) d.b.a. Marrillia Design and Construction (May 2, 2008)

§ 1.5.2 Name of owner: Josh Marrillia, President

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Kentucky Limited Liability Company (LLC)

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Commonwealth of Kentucky
City of Lexington/Lexington-Fayette Urban County Government
City of Ashland, KY
City of Grayson, KY
City of Louisville/Louisville Metro Government
City of Georgetown, KY
City of Frankfort, KY
City of Elizabethtown, KY
City of Mt. Sterling, KY
City of Williamsburg, KY
Kentucky Transportation Cabinet (KYTC)

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Commonwealth of Kentucky

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Site improvements including mass excavation, trenching, storm sewer installation, aggregate bases and rock removal
Miscellaneous rough carpentry and miscellaneous finish carpentry
Installation of miscellaneous architectural specialties (i.e. doors, hardware, restroom accessories, etc.)

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

The 500s on Main – Area B, a mixed-use urban infill project located in Lexington, Kentucky, was temporary suspended due to lack of Owner financing at no fault or negligence of Marrillia Design and Construction. In accordance with the contractual obligations of the Owner and the Owner's lending institution, Citizens National Bank, Marrillia Design and Construction received payment for Work executed, and costs incurred by reason of the temporary suspension of Work, along with reasonable overhead and profit on the Work not executed.

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 Major construction projects your organization has in progress or has completed this calendar year, giving the name of project and contract amount.

Job Name	Contract Amount
UL Groundwater Infiltration Basin, Eastern Parkway	122,975
MEDCOM (Medical Command Unit) Building, Boone National Guard Center	1,159,838
CERF-P Building, Boone National Guard Center	670,405
Pfeiffer Fish Hatchery Expansion and Renovation	3,813,684
New Whitley County Health Department	6,373,998
Kentucky State University Guardhouse	499,726

See Josh Marrillia Personal Profile and Qualifications Included in this General Capabilities Package for Additional Information Pertaining to the Owner and Architect for each of the projects listed above.

§ 3.4.1 State total worth of work in progress and/or work completed within the last twelve (12) calendar months:

Approximately Nineteen Million Seven Hundred Forty Six Thousand Seven Hundred Thirty Two Dollars and Zero Cents (\$19,746,732.00)

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See the Josh Marrillia Qualifications and Profile Included in this General Capabilities Package

§ 3.5.1 State average annual amount of construction work performed during the past three years:

Approximately Eight Million Two Hundred Forty Thousand Seven Hundred Ninety One Dollars and Zero Cents (\$8,240,791.00)

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Available Upon Request

§ 4. REFERENCES

§ 4.1 Trade References:

Scott Guyon
Guyon Architects (The Studio for Architecture)
859.254.2255

David Childers
King's Daughters Medical Center (Owner Reference)
606.408.7544

David Houchin
Intech Contracting (Subcontractor Reference)
859.272.0352

William McAlpin
Eagle Engineering
859.227.4485

§ 4.2 Bank References:

Paul Drake
Central Bank
859.253.6222

Bret Angelucci
Traditional Bank
859.225.7777

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Energy Insurance Agency, Underwritten by Travelers

§ 4.3.2 Name and address of agent:

Jeff McIntosh
P.O. Box 55269
Lexington, KY 40555
859.543.3005

§ 5. FINANCING

§ 5.1 Financial Statement. (AVAILABLE UPON REQUEST)

§ 5.1.1 A financial statement including the organization's latest balance sheet and income statement showing the following items is available upon request:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Barr, Anderson, Roberts, PSC
2335 Sterlington Road, Suite 100
Lexington, KY 40517

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Financial Statement Available Upon Request

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Financial Statement Available Upon Request

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Only if the Owner requires and Performance and Payment Bond, otherwise, no. Marrillia Design and Construction current has a \$15,000,000 total bonding capacity and an \$8,000,000 single project limit. Exceptions to this bonding program and the single project limit are provided on a case by case basis depending on the size, nature and location of the project.

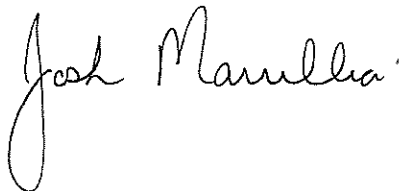
§ 6. SIGNATURE

§ 6.1 Dated at this 23rd day of October 2012

Name of Organization: Marrillia Design and Construction

By: Josh Marrillia

Title: President



§ 6.2

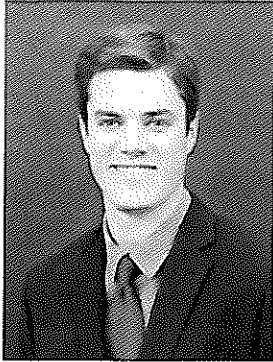
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Mr. Josh Marrillia being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 23rd day of October 2012

Notary Public: 

My Commission Expires: Feb. 15, 2016



Josh Marrillia

President and Project Executive

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Lexington, KY 40507
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jmarrillia@marrillia.com

Experience

Marrillia Design and Construction, President and Owner; Lexington, KY
Completed Projects and Projects Currently Under Construction

Whitley County Health Department

Contract Amount: \$6,373,998

Description: Construction of a new 31,705 sf facility to house the Whitley County Health Department. The project is a three (3) story state-of-the-art Class A medical facility that provides clinical services, health and education services and environmental health services for the greater Whitley County area. The project includes a cast-in-place concrete foundation system, steel frame, light gauge metal roof trusses, a geothermal HVAC system and extensive electrical, security, CCTV and communications systems.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Williamsburg, KY

Architect: Murphy + Graves Architects

Owner: Paul Rains, Board Chairman, Whitley County Health Department

Harrison County Middle School Renovation

Contract Amount: \$847,967

Description: This project includes the renovation of the 6th grade wing of the Harrison County Middle School including roofing, ceiling, mechanical and electrical system upgrades. A new telescopic, motorized bleacher system was installed in the gymnasium along with new finishes and protective wall padding.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Cynthiana, KY

Architect: RossTarrant Architects

Owner: David Case, Harrison County Board of Education



KEY PROJECT PERSONNEL

Pfeiffer Fish Hatchery Expansion and Renovation

Contract Amount: \$3,776,871

Description: Expansion and renovation of the Pfeiffer Fish Hatchery will increase production by 20 percent with the addition of two (2) ½-acre, two (2) 1-acre and one (1) 4-acre lined rearing ponds and pond kettles. The project also includes a 6,000 sf production building to house a half dozen 400-gallon round hatchery tanks and eight (8) 1,000-gallon rectangular tanks.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Frankfort, KY

Architect: HDR

Owner: Steve Marple, Kentucky Department of Fish and Wildlife



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U.S. Army Medical Command (MEDCOM)

Contract Amount: \$1,159,838

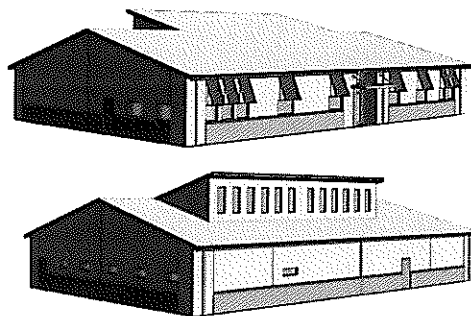
Description: This 5,844 sf medical facility located at the Boone National Guard Center will provide medical, dental and preventative Care to Kentucky's National Guard personnel. This building envelope includes an Insulated Concrete Form (ICF) Wall System to provide the necessary durability and security required by the Department of Military Affairs.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Frankfort, KY

Architect: Andrew Kesler Architects

Owner: Colonel Steve King, Construction and Facilities Manager, Kentucky National Guard



Chemical, Biological, Radiological/Nuclear, and Explosive Enhanced Response Force Package Facility (CERFP)

Contract Amount: \$670,405

Description: In the event of a terrorist attack, this 3,397 sf facility houses the necessary personnel and equipment to provide immediate response and site assessments, advise the local authorities on managing the response to these attacks, and assist with requests for other military forces. The building contains warehouse/storage space for specialty equipment, office space for training and personnel and four (4) truck bays.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Frankfort, KY

Architect: Andrew Kesler Architects

Owner: Colonel Steve King, Construction and Facilities Manager, Kentucky National Guard



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KEY PROJECT PERSONNEL

Kentucky State University Gateway and Guardhouse Contract Amount: \$478,875

Description: Construction of a new signature gateway and guardhouse at the Exum Center at Kentucky State University. The gateway construction consists of a single span, arched steel truss supported by two (2) masonry columns. The new guardhouse is complimented by a variety of site improvements designed to improve traffic flow and pedestrian safety.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Frankfort, KY

Architect: Moody • Nolan, Inc.

Owner: Mary Evans Sias, President, Kentucky State University

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University of Kentucky Old Northside Library Renovation Contract Amount: \$1,105,714

Description: This project consists of the renovation of approximately 11,000 sf of space on a single floor. The adaptive re-use of this building includes an undergraduate lab facility for Biology and an outreach instructional facility for the Partnership Institute for Mathematics and Science Education Reform (PIMSER). The improvements include a community activities room that will double as a classroom for both PIMSER and Biology. The renovation also incorporates necessary upgrades of the building systems, such as communications, plumbing, HVAC, electrical, fire safety and security.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

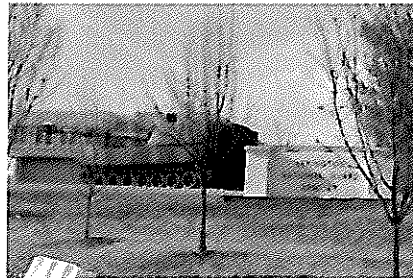
Location: Lexington, KY

Architect: Omni Architects

Owner: Dr. Eli Capioluto, President, University of Kentucky

Lexington National Guard Armory Expansion Contract Amount: \$762,114

Description: The expansion of the Lexington National Guard consists of a one-story 4,000 square foot addition to the existing armory building and approximately 3,400 square feet of existing space interior fit-up. The space will house new classrooms, offices, workout room, restrooms and storage areas.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Lexington, KY

Architect: EOP

Owner: Colonel Steve King, Construction and Facilities Manager, Kentucky National Guard

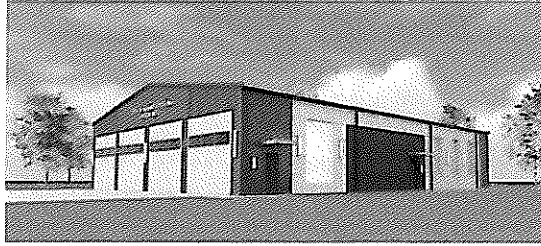


KEY PROJECT PERSONNEL

City of Mt. Sterling Fire Station No. 1

Contract Amount: \$1,200,000

Description: Construction of a new fire station for the City of Mt. Sterling. The project incorporated a pre-engineered metal building system with insulated wall panels to create a sleek, contemporary façade. This 7,000 square foot facility includes four (4) engine bays, crew quarters, a crew lounge, office space, break room, training room and shop area.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Mt. Sterling, KY

Architect: Hubbard Architecture

Owner: Mayor Gary Williamson, City of Mt. Sterling

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University of Louisville Signage and Wayfinding, Phase II

Contract Amount: \$811,297

Description: Construction of the second phase of the University of Louisville's campus wide signage and wayfinding project. This project entailed extensive underground utility construction, underground electrical vaults, masonry signage elements and landscaping along the eastern portions of the Belknap campus within the I-65 right-of-way.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Louisville, KY

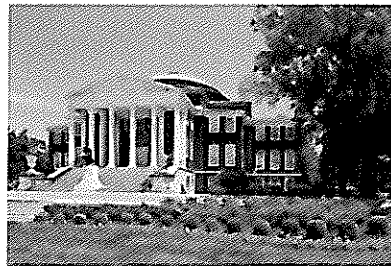
Architect: Qk4

Owner: Ellen Briscoe, University of Louisville

University of Louisville Oval Lawn Renovation

Contract Amount: \$889,172

Description: Renovation and upgrades to one of the University of Louisville's most historic and iconic sites – the Oval Lawn. This project included the removal of the existing asphalt perimeter access road and the construction of a new access road with concrete pavers, placed in a herringbone pattern, atop a structural concrete sub-slab. The oval lawn was re-graded to improve surface drainage and a new sprinkler system was installed. A storm water collection system was installed simultaneously with the oval lawn re-grading, and a massive underground infiltration basin was constructed to collect the storm water run-off from the rooftops of adjacent University buildings. The project culminated with the restoration of the \$25MM cast bronze "The Thinker" statue.



Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Louisville, KY

Architect: Qk4

Owner: Ellen Briscoe, University of Louisville



KEY PROJECT PERSONNEL

Elizabethtown High School Roof Replacement and Mechanical Upgrade Project

Contract Amount: \$1,963,585

Description: Removal of the existing roof system at the Elizabethtown High School and replacement with a new KEE roof system. The project also includes a new HVAC system for the high school gymnasium and server room and the installation of a translucent light well in the media lab.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Elizabethtown, KY

Architect: Studio LC Architects

Owner: Elizabethtown Independent Board of Education



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Thoroughbred Disposal Phase 6 Landfill Cell Construction

Contract Amount: \$568,753

Description: Construction of a new C/DD landfill cell including 64,750 cubic yards of mass excavation, 10,300 tons of aggregate, 6,060 linear feet of leachate collection and drainage piping and a new pump station.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Fayette County, KY

Architect: Tetra Tech

Owner: Thoroughbred Disposal



University of Louisville – Third Street and Eastern Parkway Campus Gateway and Bikeway Safety Improvements

Contract Amount: \$1,013,543

Description: Re-development of Third Street and Eastern Parkway at the University of Louisville to incorporate a new brick and limestone entrance, bus shelter and landscaping. The project also entailed extensive underground utility construction and a new signalized intersection. The American Recovery and Reinvestment Act and the Kentucky Transportation Cabinet funded this project.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Louisville, KY

Architect: Qk4

Owner: Ellen Briscoe, University of Louisville



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KEY PROJECT PERSONNEL

Waste Management Sequencing Batch Reactor (SBR) Expansion

Contract Amount: \$1,200,000

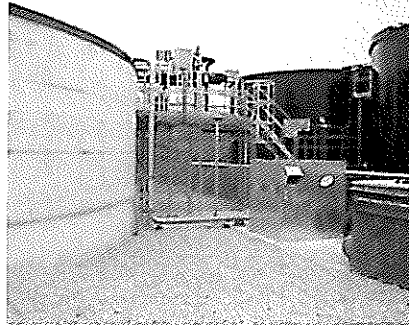
Description: Expansion of an existing sequencing batch reactor system at the Waste Management Outer Loop landfill in Louisville. The expansion includes the installation of two (2) new glass-lined tanks, a reinforced concrete containment dike, an equipment storage building, equipment installation, site improvements and associated system piping.

Personal Role: Project Executive and Project Manager, Construction Manager Not at Risk

Location: Louisville, KY

Engineer: BTM Engineering

Owner: Jim Stamm, Waste Management



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King's Daughters Medical Center (KDMC) 29th Street Urology Specialties

Contract Amount: \$458,714

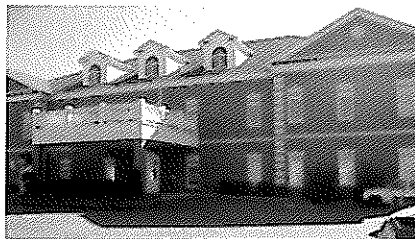
Description: Renovation of 5,928 square feet for the KDMC Urology Specialties facility including all exam rooms, patient waiting areas, doctor's offices, staff areas, phlebotomy room and nurse stations. This project was constructed in three (3) phases working night and weekend shifts to allow the surrounding medical facilities to remain functional during construction.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Ashland, KY

Architect: Kreps and Zachwieja

Owner: Howard Harrison, Facilities Executive Director, KDMC



The Parklands of Floyds Fork – Creekside Playground

Contract Amount: \$1,437,525

Description: Construction of the first phase of a new world-class integrated public park system in eastern and southern Louisville, along Floyds Fork Creek. The project included the construction of a new splash park, playground area, parking lot, comfort station, picnic shelter and trellis.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Louisville, KY

Architect: Bravura

Owner: Jerry Brown, Assistant Director, Louisville Metro Parks

Project Awards: 2010 Inaugural Awards Program for Designing the Parks Partnership Merit Award, Master Plan, 2009 American Society of Landscape Architects Honor Award, Planning and Analysis



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KEY PROJECT PERSONNEL

Long Run Park Sprayground

Contract Amount: \$288,296

Description: Construction of a new sprayground and relocation of existing playground equipment at Long Run Park. The project included a pre-fabricated mechanical building, integral colored concrete, mass excavation and a variety of specialty items such as playground surfaces and site furnishings.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Louisville, KY

Architect: Environs

Owner: Jerry Brown, Assistant Director, Louisville Metro Parks



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Shawnee Park Sprayground and Playground

Contract Amount: \$536,379

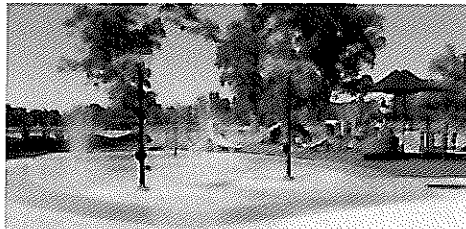
Description: This handicap accessible playground and sprayground features multiple water spray jets and misting devices, swing sets and slides. It also incorporates a series of ramps allowing easy access for wheelchair users, rubber surfaces for those with mobility disabilities and sounds of water to stimulate the senses of visually impaired children.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Louisville, KY

Architect: Environs

Owner: Jerry Brown, Assistant Director, Louisville Metro Parks



Vine Street Streetscape

Contract Amount: \$1,639,925

Description: Construction of the downtown Lexington streetscape project in the heart of the central business district. The project included new signalized intersections, rain gardens, asphalt and concrete pavers, acid etched concrete, a new bike lane, asphalt milling and resurfacing and pavement markings.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Lexington, KY

Architect: Kinzelman Kline Gossman

Owner: Public Works Commissioner Mike Webb, Lexington-Fayette Urban County Government

Project Awards: 2008 Cincinnati Design Award, 2009 International Downtown Association Award of Distinction, 2009 APA Kentucky Chapter Outstanding Plan



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KEY PROJECT PERSONNEL

Cheapside Site Improvements and Market Pavilion

Contract Amount: \$2,483,856

Description: Completion of Lexington's signature streetscape project includes the relocation of a 123 year old statue, the installation of approximately 16,000 square feet of granite pavers and the construction of a new open air, steel market pavilion for the new permanent home of the Lexington Farmers Market.

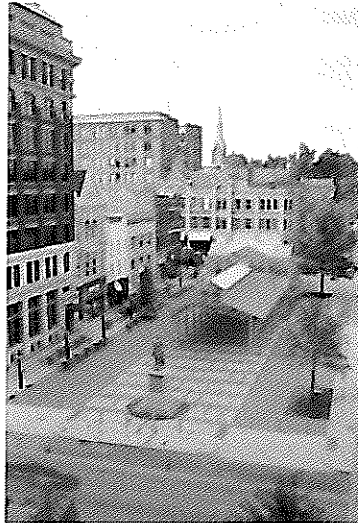
Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Lexington, KY

Architect: Kinzelman Kline Gossman

Owner: Public Works Commissioner Mike Webb, Lexington-Fayette Urban County Government

Project Awards: 2011 AGC Build Kentucky Award, 2010 Ohio Chapter ASLA Honor Award, 2010 AIA Cincinnati COTE Sustainability Award



123 West Main Street Adaptive Reuse and Renovation

Contract Amount: \$1,200,000

Description: Adaptive reuse of a historical building located on West Main Street in Lexington, KY into a jazz bar and upscale entertainment venue. The project includes the protection and preservation of the original interior hand cast plaster cornice and moldings as well as the remaining intact hand carved stone veneer. Constructed in 1906, this historical landmark was Lexington's most significant beaux-arts façade building. This project was completed as a joint venture design/build project in association with Fox Hill Company.

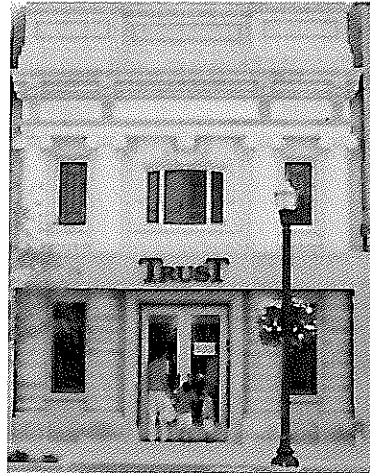
Personal Role: Project Executive and Project Manager, Construction Manager at Risk, GMP

Location: Lexington, KY

Architect: Fox Hill Company

Owner: Andy Shea, Member, 123 Main, LLC

Project Awards: 2010 Blue Grass Trust for Historic Preservation Clyde Carpenter Adaptive Re-Use Award



Cogent Solutions Group Corporate Headquarters

Contract Amount: \$204,965

Description: Adaptive reuse of an existing manufacturing facility into a new corporate headquarters for Cogent Solutions Group, a Lexington based technology driven biopharmaceutical company. The project included 5,650 square feet of professional office space as well as a new packaging, shipping and storage center.

Personal Role: Project Executive and Project Manager, Construction Manager Not at Risk

Location: Lexington, KY

Architect: Guyon Architects

Owner: Jim Smith, Chief Executive Officer, Cogent Solutions Group



KEY PROJECT PERSONNEL

Central Kentucky Orthopaedics

Contract Amount: \$608,758

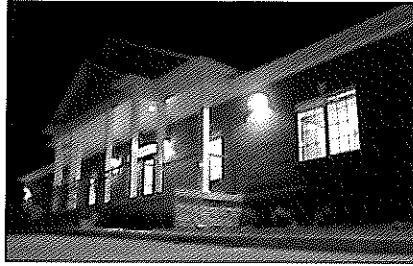
Description: Construction of a new 9,900 square foot orthopaedic office in Georgetown, Kentucky. The fit-up was completed in 115 calendar days and included an MRI Room and X-Ray Room.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Georgetown, KY

Architect: O'Brien Architects, Dallas, TX

Owner: Dean Jones, Member, Kentucky Oak Properties, LLC



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Dudley's Building Renovation (i.e. Dudley's Restaurant, Inc.)

Contract Amount: \$931,500

Description: Historic renovation and adaptive reuse of an 8,000 square foot building in Lexington, Kentucky. In addition to serving as the construction manager, the Marrillia team also implemented the state and federal historic tax credit program for this 130-year-old building.

Personal Role: Project Executive and Project Manager, Construction Manager at Risk, GMP

Location: Lexington, KY

Architect: Sherman Carter Bamhart

Owner: Debbie Long, Member, Dudley's Building Partners, LLC

Project Awards: 2010 Blue Grass Trust for Historic Preservation Clyde Carpenter Adaptive Re-Use Award



King's Daughters Medical Center (KDMC) Heart and Vascular Physician's Office Renovation

Contract Amount: \$521,700

Description: Renovation of 7,200 square feet of interior medical, diagnostic and laboratory space. This project was constructed in four (4) phases working night shifts to allow the surrounding medical facilities to remain functional during construction.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Ashland, KY

Architect: Kreps and Zachwieja

Owner: Howard Harrison, Facilities Executive Director, KDMC



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KEY PROJECT PERSONNEL

King's Daughters Medical Center (KDMC)

Off-Campus Fit-up

Contract Amount: \$1,027,000

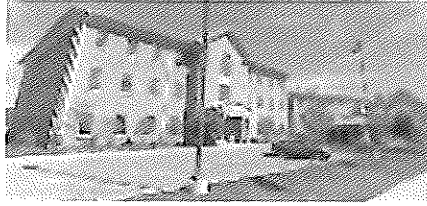
Description: Construction of 37,900 square feet of interior medical and administrative office space. The project was completed in 120 calendar days.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Ashland, KY

Architect: GBBN Architects

Owner: Howard Harrison, Facilities Executive Director, KDMC



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Wells Fargo Financial Advisors (Formerly Wachovia Securities) Lexington Fit-up

Contract Amount: \$992,000

Description: Construction of 12,400 square feet of interior office space to accommodate the merger of Wells Fargo Financial Advisors, Wachovia Securities and A.G. Edwards. Construction was completed in 82 calendar days.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Lexington, KY

Architect: Barrett Architectural Design

Owner: John Gardener, Manager, Wells Fargo Advisors



McConnell Springs Wetlands Demonstration Area

Contract Amount: \$354,000

Description: Rehabilitation of a Federally protected wetlands area at McConnell Springs. The project includes an observation boardwalk built above the wetlands as well as improved walking trails throughout the area.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Lexington, KY

Architect: John L. Carman and Associates

Owner: Mayor Jim Newberry, Lexington-Fayette Urban County Government

Project Awards: 2010 KYASLA Honor Award, 2010 LFUCG Environmental Award, 2010 KY|TN Water Environmental Association Outstanding Watershed Management Award



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KEY PROJECT PERSONNEL

Cheapside Bar and Grill Patio Renovation

Contract Amount: \$90,000

Description: Construction of the new exterior/interior bar and renovation of Cheapside's landmark patio and urban rooftop terrace.

Personal Role: Project Executive (Integrated Architecture) and Project Manager, CM Not at Risk

Location: Lexington, KY

Architect: Guyon Architects

Owner: Robin Campbell, Owner and Operator, Cheapside Bar and Grill



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Boyle County High School Greenhouse

Contract Amount: \$315,000

Description: Construction of a new greenhouse and student research center for the Boyle County Board of Education.

Personal Role: Project Executive and Project Manager, General Contractor, Lump Sum Contract

Location: Danville, KY

Architect: RossTarrant Architects

Owner: Mike Pittman, Facilities Manager, Boyle County Board of Education



Bluegrass Commons (Phase I and Phase II)

Contract Amount: \$3,426,000

Description: Conversion of a 1960's era, 64-unit apartment complex into residential condominiums for the University of Kentucky student population.

Personal Role: Project Executive and Project Manager, CM at Risk

Location: Lexington, KY

Architect: Pohl Rosa Pohl

Owner: Bob Latimer, University Real Estate and Property Management



The 500s on Main - Area B

Contract Amount: \$6,200,000

Description: Construction of a new six-story, mixed-use residential project consisting of an enclosed parking structure, professional office space and sixteen (16) residential condominiums.

Personal Role: Project Executive (Integrated Architecture) and Project Manager, CM Not at Risk

Location: Lexington, KY

Architect: Guyon Architects

Owner: Chris Castle, Citizens National Bank

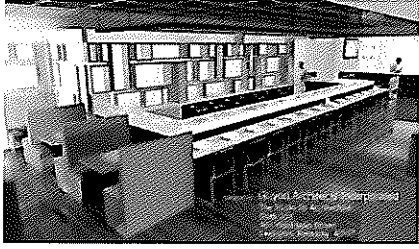


**KEY PROJECT
PERSONNEL**

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School Restaurant

Contract Amount: \$600,000
Description: Interior renovation of an existing commercial retail space into a new Japanese cuisine restaurant featuring a "sushi-conveyor", kitchen equipment and contemporary architectural woodwork.
Personal Role: Project Executive (Integrated Architecture) and Project Manager, CM Not at Risk
Location: Lexington, KY
Architect: Guyon Architects
Owner: Tomoka Logan, TTB USA, LLC



President, Epic Design and Construction, Lexington, KY
Completed Projects (selected projects)

2005-2008

The 500s on Main - Area A

Contract Amount: \$14,000,000
Description: Construction of a new five-story, mixed-use residential project consisting of a two level enclosed parking structure, retail space and forty-two (42) residential condominiums.
Personal Role: Project Executive and Project Manager, CM Not at Risk
Location: Lexington, KY
Architect: Guyon Architects
Owner: Edward Schneider, The 500s on Main, LLC



Historic Church Renovation

Contract Amount: \$750,000
Description: Adaptive reuse of a historic church, originally constructed in 1893, into three (3) residential condominiums. This project entailed the addition of a new, contemporary façade while simultaneously preserving the historical and architectural integrity of the structure. The complete interior renovation, which included a new central HVAC system, new electrical system and the construction of a new interior second floor, was completed in six months.
Personal Role: Project Executive (Integrated Architecture) and Project Manager, CM Not at Risk
Location: Lexington, KY
Architect: Guyon Architects
Owner: Edward Schneider, The 500s on Main, LLC



**KEY PROJECT
PERSONNEL**

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Newpast on Main

Contract Amount: \$3,750,000

Description: Construction of fourteen (14) four-story urban town homes located on 0.75 acres in the downtown Lexington historical district. The project, characterized by its "green" design, copper façade, roof top terraces and dramatic interior finishes, sets a new standard for urban design for Central Kentucky.

Personal Role: Project Executive and Project Manager, General Contractor, Guaranteed Maximum Price

Location: Lexington, KY

Architect: Guyon Architects

Owner: Joe Graviss and Bill Hardy, Newpast on Main, LLC



Wellington Way Office Park and Beaumont Centre Office Park

Contract Amount: Withheld at Owner's Request

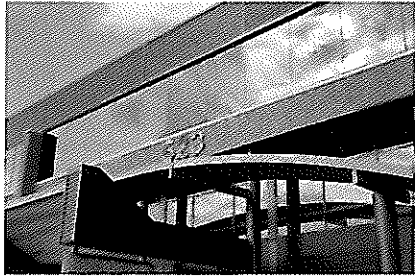
Description: Completed the cost analysis and subsequent structural design necessary to convert the Architect's original wood framed Class B office building into a Class A office building utilizing a structural steel frame and reinforced concrete floor slabs.

Personal Role: Project Executive and Project Manager

Location: Lexington, KY

Architect: Guyon Architects

Owner: Edward Schneider, Schneider Designs, Inc.



Bristol Group, Director of Engineering, Lexington, KY
Completed Projects (selected projects)

2001-2005

Todds Plaza

Contract Amount: \$845,000

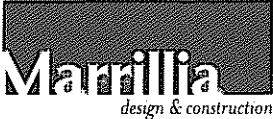
Description: Design and construction of a two-story, mixed-use retail and professional office building. The project's structural design utilized specially adapted, reinforced tilt-up concrete panels to create the signature architectural facade.

Personal Role: Director of Design/Build Services, Estimator and Project Manager

Location: Lexington, KY

Architect: Bristol Group (Directed by Josh Marrillia)

Owner: Bill Rouse and Todd Clark, Rouse Companies 2753, LLC



KEY PROJECT PERSONNEL

Lexington Motorsports

Contract Amount: \$1,553,000

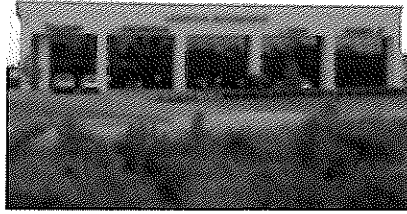
Description: Design and construction of a specialized motor sport retail and service facility. The project's structural design utilized specially adapted, reinforced tilt-up concrete panels combined with a Nucor "pre-engineered" steel structure and metal roof system.

Personal Role: Director of Design/Build Services and Estimator

Location: Lexington, KY

Architect: Bristol Group (Directed by Josh Marrillia)

Owner: Mitch Potter, Lexington Motorsports, LLC



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YH America

Contract Amount: \$1,320,000

Description: Design and construction of an expansion to a specialized industrial facility featuring new office space, a quality control laboratory, warehouse and production area. All work was completed without disruption to the client's existing manufacturing operations.

Personal Role: Director of Design/Build Services, Estimator and Project Manager

Location: Versailles, KY

Architect: Bristol Group (Directed by Josh Marrillia)

Owner: Ron Winbun, YH America, Sealant Division



Murakami Manufacturing

Contract Amount: \$2,415,000

Description: Design and construction of an expansion to an existing industrial facility featuring a new injected molding production area, paint bay addition, manufacturing and assembly addition, storage addition and office expansion.

Personal Role: Director of Design/Build Services, Estimator

Location: Campbellsville, KY

Architect: Bristol Group (Directed by Josh Marrillia)

Owner: Murakami Manufacturing USA, Inc.



Tokico

Contract Amount: \$4,325,000

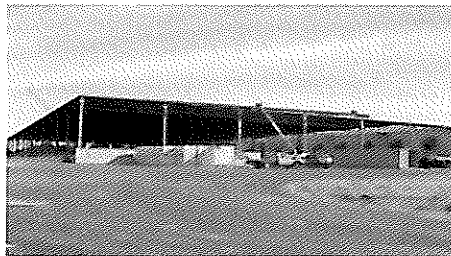
Description: Design and construction of two simultaneous warehouse expansions, totaling 121,220 square feet to an existing 600,000 square foot manufacturing facility.

Personal Role: Director of Design/Build Services, Estimator and Project Manager

Location: Berea, KY

Architect: Bristol Group (Directed by Josh Marrillia)

Owner: Tokico (USA), Inc.



KEY PROJECT PERSONNEL

Alcan (Novelis) Tank Farm

Contract Amount: \$130,000

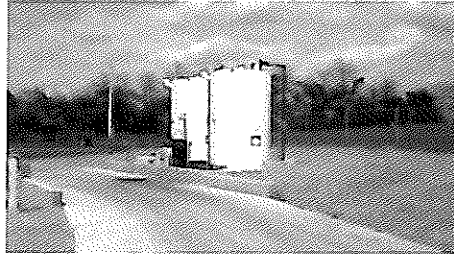
Description: Design and construction of a new chemical and fuel tank farm utilizing two (2) double walled, 2,000-gallon tanks.

Personal Role: Director of Design/Build Services, Estimator and Project Manager

Location: Berea, KY

Architect: Bristol Group (Directed by Josh Marrillia)

Owner: Alcan Aluminum Corporation



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Education

University of Kentucky, Lexington, KY – Bachelor of Science, Civil Engineering – 2002

Referrals

Contact: Scott Guyon, Guyon Architects (The Studio for Architecture)

Profession: Architect and Principal Owner

T: 859.254.2255

Contact: Steve Sherman, Sherman•Carter•Barnhart, PSC

Profession: Architect and Principal Owner

T: 859.224.1351

Contact: David Houchin, Intech Contracting

Profession: Engineer and Principal Owner

T: 859.272.0352

Contact: William McAlpin, Eagle Engineering

Profession: Engineer and Principal Owner

T: 859.227.4485

Contact: David Childers, King's Daughters Medical Center

Profession: Construction Coordinator, Facilities/Support Services

T: 606.408.7544

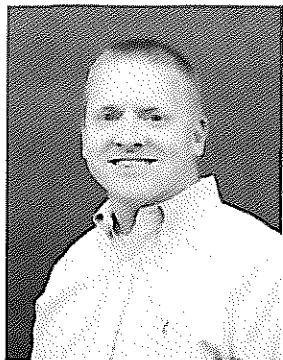
Contact: Harold Tate, Urban Toolbox, LLC

Profession: President

T: 859.608.5183



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Brian Thomas Gravitt

Director of Site Operations

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As the Director of Site Operations for Marrillia Design and Construction, Mr. Gravitt oversees all construction activities and supervises all personnel including construction and project managers, field staff, and administrative personnel. Mr. Gravitt serves as the primary customer contact for all on-site field operations.

Experience

Marrillia Design & Construction, Dir. of Site Operations; Lexington, KY 2011-Current
Completed Projects and Project Currently Under Construction

City of Mt. Sterling Fire Station No. 1

Contract Amount: \$1,200,000

Description: Construction of a new fire station for the City of Mt. Sterling. The project incorporated a pre-engineered metal building system with insulated wall panels to create a sleek, contemporary façade. This 7,000 square foot facility includes four (4) engine bays, crew quarters, a crew lounge, office space, break room, training room and shop area.

Personal Role: Site Manager

Location: Mt. Sterling, KY

Architect: Hubbard Architecture

Owner: Mayor Gary Williamson, City of Mt. Sterling

As Director of Site Operations for Marrillia Design and Construction, Mr. Gravitt has overseen the construction of the following Marrillia Projects:

- The Parklands of Floyds Fork
- Long Run Park Sprayground and Playground
- Spencer County Cooperative Extension Office Building
- Hubbards Lane Sidewalk Improvements
- Waste Management SBR Expansion
- Elizabethtown High School Roof Replacement and Mechanical Upgrade
- Lexington National Guard Armory Expansion
- "The Thinker" Statue Restoration at the University of Louisville
- University of Kentucky Old Northside Library Renovation
- Pfeiffer Fish Hatchery Expansion
- Kentucky State University Guardhouse
- University of Louisville North Entrance Improvements
- Harrison County Middle School and Gymnasium renovations
- MEDCOM – Boone National Guard Center Renovations
- The New Whitley County Health Department



As the Director of Site Operations, Mr. Gravitt has developed and implemented the following items relative to Marrillia Design and Construction's site operations:

- Marrillia Design and Construction Safety Program
- Marrillia Design and construction Employee Handbook

Mr. Gravitt coordinates with all Marrillia Site Managers on a daily basis to review and prepare overall project schedules, two-week look ahead schedules, safety issues, site logistic plans, requests for information, shop drawings submittals and reviews, change order estimating and quality assurance and quality control.

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Carter Concrete Structives, Project Manager, Atlanta, GA 2006-2011

Responsible for taking a project from Notice to Proceed to final project closeout. Maintain the seven company objectives starting with budgeting and scheduling the project and continuing to manage the information flow throughout the project. Past and current projects include:

Clear Creek & Tanyard Vortex Drop Shaft and Intake Structure
GC Obayashi Corporation

Constructed the only dual channel, largest drop shaft vortex structure in the world (Clear Creek). Interesting challenges for the project included working 45 below ground, working in a partially active waterway, forming, reinforcing, and pouring one-sided walls almost 8 feet thick in shot-rock. Contract was performed on schedule and well under budget. Tanyard was very similar in scope, just on a smaller scale.

Atlanta Public Safety Headquarters
GC Turner Construction

Constructed a 5-story, 188,000 square foot design-build frame. Our team utilized a drop-head formwork system to create a very aggressive schedule that allowed the frame to be turned over to the GC only 4 months after breaking ground. Adjusted our schedule and worked closely with the structural engineer in response to out of sequence work performed due to unforeseen site logistics. Assisted the contractor in maintaining a 98% recycle rating to exceed LEED requirements.

Georgia State University Science Park
GC McCarthy Building Companies

Constructed a 9-story, 305,000 square foot design-build frame. Our team overcame huge underground obstacles to construct 9 elevated floors (11,500 cubic yards) in 6 months. Time was gained on the elevated portion of the project by utilizing both cranes on site to fly tables and bucket elevated concrete off hours.

Rollins School of Public Health
GC The Whiting-Turner Contracting Company

Constructed a 9-story, 169,000 square foot design-build frame. Tri-leveled plaza area and all the accompanying foundations and walls were all 100% complete before the elevated frame started on schedule. Frame was complete in 22 weeks to deliver the product to the contractor on schedule. Limited site conditions required detailed scheduling on a daily basis for all materials and equipment. The Project won the first place award for mid-rise buildings at the 2010 Georgia ACI Chapter Awards.

G. Wayne Clough Undergraduate Learning Commons
GC Turner Construction

Constructed a 5-story, 205,000 square foot classroom building on the Georgia Institute of Technology main campus. Collaborating with another subcontractor to supply and install the reinforcing, Carter will perform all other aspects of the turnkey



frame for the GC. Construction of the country's largest cistern is underway to eventually hold over one million gallons of water for various needs around the campus. The project is LEED Gold certified. This project won an outstanding achievement for mid-rise buildings at the 2010 Georgia ACI Chapter Awards.

James N. Gray Company, Field Engineer, Lexington, KY

2003-2006

Assisted site manager in layout of building items, primarily structural, civil, process, and architectural items. Track daily reports of work performed and man-hours for all subcontractors on site. Maintain high safety and QA/QC standards for all work performed on site. Process purchase orders, receiving reports and status reports for the customer. Coordinate weekly meetings, take minutes, and maintain shop drawings and files.

Completed project #1 – 110,000-sqft-dunnage warehouse, \$4,100,000 job. A two story steel structure with siding.

Completed project #2 – 280,000 sqft tier one automotive supplier manufacturing plant, \$13,000,000 job. Assembly plant and high bay press area with two 2500-ton press pit, one 800-ton press pit, and 300' long scrap tunnel.

Completed project #3 – 1,000,000 sqft+ tire assembly and warehouse with 6 out buildings, \$54,000,000 job (largest in company history). Responsibilities on the job will focus on quality management of work-in-place.

Education

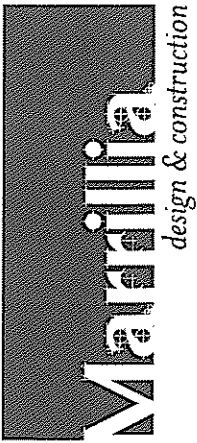
University of Kentucky – Lexington, KY, Bachelor of Science in Business Administration – 1996

Colorado State University – Fort Collins, CO, Masters of Science in Manufacturing Technology & Construction Management – 2003

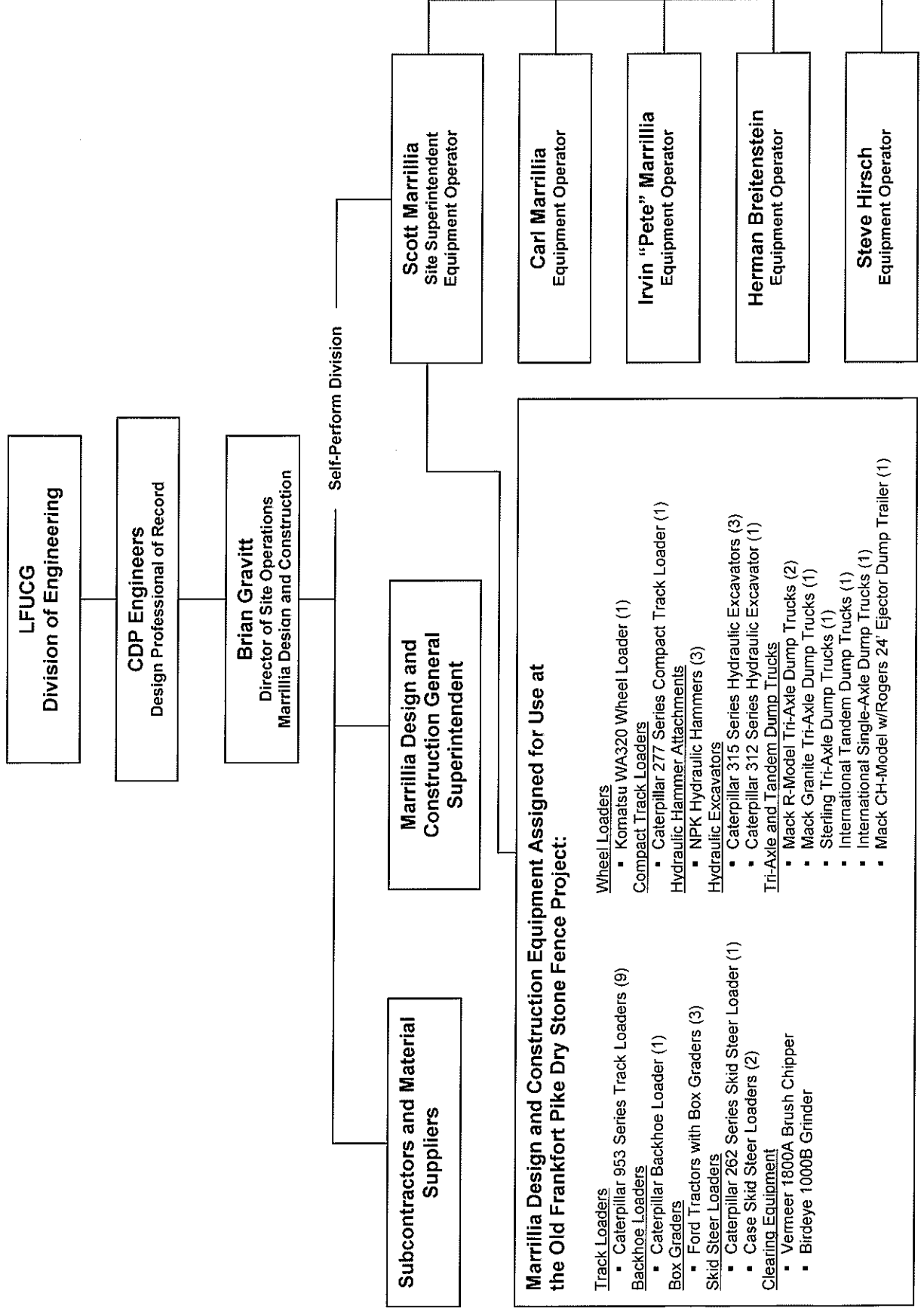
KEY PROJECT PERSONNEL

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Project Organizational Chart
 Old Frankfort Pike Dry Stone Fence
 Lexington, KY
 Invitation to Bid No. 150-2012



- Marrillia Design and Construction Equipment Assigned for Use at the Old Frankfort Pike Dry Stone Fence Project:**
- Track Loaders
 - Caterpillar 953 Series Track Loaders (9)
 - Backhoe Loaders
 - Caterpillar Backhoe Loader (1)
 - Box Graders
 - Ford Tractors with Box Graders (3)
 - Skid Steer Loaders
 - Caterpillar 262 Series Skid Steer Loader (1)
 - Case Skid Steer Loaders (2)
 - Clearing Equipment
 - Vermeer 1800A Brush Chipper
 - Birdeye 1000B Grinder
 - Wheel Loaders
 - Komatsu WA320 Wheel Loader (1)
 - Compact Track Loaders
 - Caterpillar 277 Series Compact Track Loader (1)
 - Hydraulic Hammer Attachments
 - NPK Hydraulic Hammers (3)
 - Hydraulic Excavators
 - Caterpillar 315 Series Hydraulic Excavators (3)
 - Caterpillar 312 Series Hydraulic Excavator (1)
 - Tri-Axle and Tandem Dump Trucks
 - Mack R-Model Tri-Axle Dump Trucks (2)
 - Mack Granite Tri-Axle Dump Trucks (1)
 - Sterling Tri-Axle Dump Trucks (1)
 - International Tandem Dump Trucks (1)
 - International Single-Axle Dump Trucks (1)
 - Mack CH-Model w/Rogers 24' Ejector Dump Trailer (1)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Marrillia Design and Construction
as Principal, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto
Government, 200 East Main, Room 338, Lexington, KY
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount Bid

Dollars (\$ 5% of Amt Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
Invitation to Bid #150-2012
Old Frankfort Pike Dry Stone Fence

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

Signed and sealed this 23rd day of October 2012

Handwritten signature of Brian W. Morris
(Witness)

Marrillia Design and Construction
Handwritten signature of Josh Marrella
(Principal) (Seal)
Josh Marrella (Title) President

Handwritten signature of Mary Elliott
(Witness)

Travelers Casualty and Surety Company of America
Handwritten signature of Jeffery R. McIntosh
(Surety) (Seal)
Jeffery R. McIntosh (Title) Attorney-in-fact



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. 220600

Certificate No. 004851294

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

R. E. Davis, Mary Elliott, Mark T. Kelder, Steve Simmons, and Jeffery R. McIntosh

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 8th day of May, 2012.

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

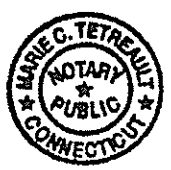


State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 8th day of May, 2012, before me personally appeared George W. Thompson, 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.



[Signature]
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

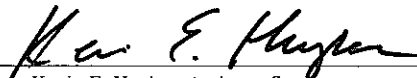
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 23rd day of October, 20 12


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.