KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

Reviewed + Approved alh 2/19/04

TC 63-35DBE
Rev. 06/11/02

PROJECT CODE NO : 03-0772
DBE Firm/Subcontract # : 2
TO : Rick Stansel
Executive Director Division of Contract Procurement
FROM : HI-VIEW, LLC. P.O. BOX 1764 CORBIN, KY. 40702
Prime Contractor
SUBJECT : PULASKI (County) NCPD 7713 (9) FD52100 1577004-005 (Project Number)

I hereby request to utilize for DBE participation a portion of the subject project to:
MICK-MURK CONSTRUCTION of 930 SHIVE LN. BOWLING GREEN, KY. 42103
DBE Employer Identification Numbers: Federal 61-1123749 KY 134761
The amount to be subcontracted by this request is DBE $1,228,877.50 or 9.63% Contract $1,228,877.50 or 9..63% of the (original contract) or a subcontract amount of

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %
CONTRACTING ASSISTANCE, INC.	$1,067,238.42	8.37%	1,067,238.42	8.37%
Totals based on original contract Amounts	$2,296,115.92	18.00%	$2,296,115.92	18.00%

This section applicable if DBE firm is also a Subcontractor of work on Project:
This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number C01012393443,BUA5007843091,CUP8007843047,7815 with
CNAInsuranceCompanies (Name of Insurance Company) which expires on December 15, 2004 (Date)

Jim Hill, President Managing Member
Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

Subcontract Agreement Number 2 Hi-View, LLC... & Mick Murf Construction

Project #: PCN # 03-0772 County: Pulaski

THIS AGREEMENT, made and entered into by and between the following SUBCONTRACTOR with their principal office located as indicated below:

Mick Murf Construction

930 Shive Lane

Bowling Green, Ky 42103

Hereinafter called SUBCONTRACTOR, and

Hi-View, LLC
A Kentucky Corporation with principal offices located at:
944 Highway 26 Corbin KY 40701

Hereinafter called CONTRACTOR. The Contractor date is 2-18-04, and the project description is as follows:

Pulaski County PCN 03-0772 NCPD 7713(9)

I. Witnesseth: That Subcontractor and Contractor, in consideration of the items, covenants, and conditions herein contained, hereby agree as follows, furnish all materials, labor, equipment and other items necessary to perform the items as described in **Exhibit A**, herein attached.

II. SUBCONTRACT PRICE: Subcontractor shall be paid by Contractor, for the satisfactory performances and completion of Subcontractor's work described herein and all of the duties, obligations, and responsibilities of the prices set forth in Paragraph I of this Subcontract (hereinafter called the "Subcontract Price, subject to additions and deductions as provided herein. It is specifically understood and agreed by Subcontractor that the quantities of items set forth in Paragraph I are estimated quantities only and that the earnings of Subcontractor by Owner. The Subcontractor's Price includes all federal, state, county, municipal, and other taxes and assessments imposed by law and based upon labor, services, materials, equipment, or other items acquired, performed, furnished, or used for or in connection with the Subcontractor's work, including but not limited to sales, use and personal property taxes payable by or levied against the Owner, General Contractor, or the Subcontractor. Where the law requires any such taxes or assessments to be stated or charged separately, the total price of all items included in the Subcontractor's work, plus the amount of such taxes shall not exceed the Subcontract price.

Initialed on Behalf of Contractor JH Initialed on Behalf of Subcontractor

III. SUBCONTRACT DOCUMENTS: The Subcontract documents consist of:

1. This Agreement
2. The Prime contract, consisting of the Agreement between the Owner and the Contractor and the other Contract Documents enumerated therein, including but not limited to the Conditions of the Contract (General, Special, Supplementary, and other conditions), Drawings, plans, specifications, Addenda, and Modifications, whether issued before or after the execution of this Agreement, and other Contract Documents, if any listed in the Owner-Contractor Agreement;
3. Any other documents specifically incorporated into this Subcontract by reference therein: and
4. Modifications to this Subcontract issued after the execution hereof, all of which are hereby referred to and made a part of this Subcontract as though copied at length herein (and all of which documents are hereinafter collectively referred to as the "Subcontract Documents".
5. This subcontract shall be performed in strict accordance with the Subcontract Documents and to the satisfaction of the Contractor and Owner. The Subcontractor represents and agrees that it has carefully examined and understands the Subcontract documents, copies of which have been and remain available for inspection and copying by Subcontractor, that is has investigated the nature, locality, and site of the Project and the conditions and difficulties under which it is to be performed, and that is enters into this Agreement on the basis of its own examination, investigation, and evaluation of such matters and not in reliance upon any opinions or such matters and not in reliance upon any opinions or representations of Contract, Owner, or any of their respective officers, agents, servants or employees.

IV. PAYMENT:

1. Progress Payments and Retainage: Subcontractor shall be paid by Contractor at the rate of the unit of the unit prices listed in Exhibit A for all work performed and materials and supplies furnished, less retainage of 0% within seven (7) working days after the Contactor receives payment from the Owner, payment to Subcontractor being expressly conditioned upon Contractor's prior receipt of payment from Owner. It is specifically understood and agreed by Subcontract that no payment by Contractor to Subcontractor shall be construed as acceptance of any portion of Subcontractor of any of its obligations arising out of this Agreement. Should Contractor at any time determine that payment has been made to Subcontractor, or on Subcontractor's behalf, in excess of the amount then due for work under this Agreement, then Subcontractor shall promptly repay such excess to Contractor with three (3) days of demand for repayment.

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2. Final Payment: Final payment shall be made by Contactor to Subcontractor within thirty (30) days after completion and acceptance of the Subcontractor work by the Contactor and the Owner, provided that (1) Contactor shall have first received final payment from the Owner; (2) Subcontractor shall have furnished, if requested, evidence satisfactory to Contractor that there are no claims, obligation, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or din connection with the Subcontractor work: and (3) Subcontractor shall have executed and delivered to Contractor, in a form satisfactory to Contractor, a Release of Lien and affidavit o payment running to and in favor of Contractor and the Owner.
3. Payments Withheld: Subcontractor shall meet all of its obligations and liabilities pertaining to this Subcontract on a timely basis and shall furnish at any time requested, evidence satisfactory to Contractor that there are no claims outstanding or unsatisfied for labor, services, materials, equipment taxes or other items performed, furnished, or incurred for or in connection with the Subcontractor's work. In the event that Subcontractor does not comply with the above, Contactor may retain from monies owing to Subcontractor sufficient sums to indemnify Contractor and Subcontractor as Contractor may determine necessary, including joint check arrangements or payments directly to persons or entities claiming by or through Subcontractor, to satisfy the above claims against or obligations of Subcontractor. Should Contractor advance money to Subcontractor or pay on his behalf any bills, accounts, labor, or other items, such advances, disbursements, and payments may be deducted from amounts due or to become due to Subcontractor or the retained percentage, at the option of the Contractor. Should such advances and payments be in excess of the total amount finally due Subcontractor, then Subcontractor shall promptly repay such excess to Contractor on demand.

V. DATE OF COMMENCEMENT AND COMPLETION: Time is essence in the Prime Contract and is hereby declared to be essence in the Subcontract. Subcontractor shall prosecute the Subcontract work with all possible diligence and all possible speed in order to insure completion of the work at the earliest possible date and shall fully cooperate with Contractor in scheduling and performing the Subcontract Work to avoid conflict, delay in, or interference with the work of the Contactor or others upon the Project. Subcontractor shall begin its work within five (5) days of notice to proceed by Contractor. In the event that Subcontractor shall assume and pay any damages, including but not limited to any liquidated damages provided by the Prime Contract, that may be incurred by or assessed against the Contactor. The work of this Subcontract shall be completed not later than 9-15-05 working days as defined by KDOT Specifications and subject to the adjustment of this Subcontract time as provided in the Subcontract Documents. No extension of time will valid without the Contractor's prior written consent after written claim for

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adjustment made by the Subcontractor. Contractor shall not be liable to Subcontractor for any costs or damages due to delays, escalation, accelerations, non-performance, interference with performance, suspensions, or changes in the performance or sequence of the Subcontractor's work. Should this agreement, in whole or in part, be interfered with or delayed, or be suspended in commencements, prosecution or completion, for reasons beyond the Subcontractor's control, without its fault or negligence, the Subcontractor shall be entitled to, and shall be fully compensated, but, only if Subcontractor shall have first notified Contractor in writing of the cause of delay with two (2) days of the occurrence of the event, and on further consideration that Contractor shall have received a similar extension of time from the Owner. In the event of any disturbances created by an any third party which causes any of the above shown or stated reasons, then the Prime contractor and the subcontractor will participate equally in securing thru whatsoever means necessary to complete the Subcontractor's portion of this agreement. Thru Court orders, attorney's, and etc. with legal cost to be paid equally, 50% by the prime contractor and 50% by the subcontractor in matters relating to this agreement for this project.

VI. INTERRUPTION OF WORK: Subcontractor shall no employ any men or means of construction which may cause strikes, work stoppages, work interruptions, or hindrance, or any other disturbances, of any nature whatsoever, by Contractor's employees or the employees of any other contractor or subcontractor on the Project, with respect to any work related to this Subcontract Agreement and the Project.

VII. SUBCONTRACTOR DEFAULT: Should the Subcontractor fail, in the opinion of Contractor, to prosecute the work with sufficient force and speed, or default or neglect to carry out the work in accordance with this Subcontract, or cause by any act or omission, the stoppage or delay of or interference with or damage to the work of Contractor of any other Contractors or Subcontractors on the project, including but not limited to any violation of the Subcontract Documents, or should there be filed by or against Subcontractor, and Subcontractor fails with three (3) working days after receipt of written notice from the contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may at its option, and in addition to any other rights and remedies provided by this Agreement or by law, elect to proceed in any one or more of the following manners:

1. Contractor may employ and use on said work, or any portion thereof, such number of workmen, laborers, supervisors, teams, tools, machinery, equipment, and/or other subcontractors, at such wages, prices and rentals as Contractors may deem necessary and expedient to insure prompt completion of the work and Project, and it shall charge all of same to Subcontractor;
2. Contractor may re-let, either in whole or in part, to such other persons or entities as it may desire, at such prices as it may deem proper, and shall charge the cost thereof to Subcontractor;

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3. Contractor may declare the rights of the Subcontractor under this Agreement to be terminated and, in such event, Subcontractor shall paid for the actual work done by it to the date of termination, less the amount of any damages, claims, obligations, or liabilities incurred by Contractor or Owner by virtue of Subcontractor's actions;
4. Contractor may terminate the employment of Subcontractor for all or any portion of the Subcontractor's work, enter upon the premises and take possession of, for the purpose of completing the Subcontractor's work, all materials, equipment, tools, appliances, and other items thereon, all of which the Subcontractor hereby transfers assigns, and sets over to Contractor for such purpose, and to employ any person or persons to complete the Subcontractor's work and provide all of the labor, services, materials, equipment, and other items required therefore. In any such event, Subcontractor shall remain bound, and all other terms of this Agreement shall remain in force to the extent of the work or areas which have not been terminated. In case of such termination of Subcontractor, it shall not be entitled to receive any further payment under this Agreement until the Subcontractor work shall be fully completed to the satisfaction of Contractor and the Owner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the costs and expenses incurred by Contractor in completing the Subcontractor's work, such excess shall be paid to the Subcontractor; but in the event that such costs and expenses shall exceed the unpaid balance of the Subcontract price, then Subcontractor shall pay the difference to Contractor upon demand.
5. For purposes of Paragraph VII, the costs and expenses recoverable by Contractor from Subcontractor for Subcontractor default shall include, in addition to the costs of completing the Subcontractor's work to the satisfaction of Contractor and Owner and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, claims, obligations, liabilities, costs, and expenses including attorney's fees, incurred or suffered by Contractor by reason of or resulting from the Subcontractor's default.

VIII. CHANGES: Subcontractor may, at any time during the progress of Subcontractor's work, be ordered in writing by Contractor, without invaliding this Subcontract, to make changes in the work of this Subcontract consisting of additions, deletions, deviations, or other revisions, including those required by modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract price and the subcontract time being adjusted accordingly. Subcontractor shall, prior to the commencement of such changed or revised work, submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract price and Subcontract time for such revised work in a manner and time consistent with the requirements of the Subcontract Documents. No change orders of modifications of this Subcontract shall be valid unless authorized by the Contractor in writing after receipt of Subcontractor's claim for adjustment. Failure of the Subcontractor

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to make such a timely claim for adjustment shall bind the Subcontractor to the same consequences as those to which the Contractor is bound to the Owner.

1. In the event that Contractor and Subcontractor should not be able to agree as to the amount to be allowed as an adjustment to the Subcontract price and Subcontract Time for any changes made pursuant to this Paragraph VIII, it shall, nevertheless, be the duty of the Subcontractor to proceed immediately with such change(s) upon written notice from Contractor. In any such event, the determination of the appropriate adjustment to the Subcontract price and the subcontract time for such revised work shall be resolved thereafter by mutual agreement or in accordance with Paragraph XIII, pertaining to dispute resolution.

IX. INSURANCE; Subcontractor binds itself to procure and maintain at Subcontractor's expense, Workers' Compensation Insurance, and Comprehensive General Liability Insurance, Property Damage Insurance, and Automobile Liability Insurance, with a financially sound insurance company or companies acceptable to Contractor on all activities and work performed under this agreement and to provide Contactor with certificate of insurance establishing compliance with the aforementioned insurance requirements. All insurance, policies, and certificates of insurance required by this paragraph shall contain a provision that coverage's cannot be canceled or allowed to expire without a minimum of ten (10) days prior written notice to the Contractor. CONTRACTOR SHALL BE NAMED AS ADDITIONAL INSURED ON EACH OF THESE POLICIES WITH THE EXCEPTION OF WORKERS' COMPENSATION. The minimum limits of insurance coverage required by this paragraph shall be a provided by Prime Contract, or in the absence of any such provision therein in the following limit of coverage:

Type of Insurance	Minimum Policy Limits
Workers Compensation Insurance Coverage A Coverage B (Employers Liability)	 As required by statute $100,000 each accident $500,000 disease policy limit $100,000 disease each employee
U S L & H (If Any)	As required by statute
Comprehensive General Liability Insurance (Occurrence Form, including coverage for subcontractors, if any) General Policy Products/Comp. Operations Personal Injury	 $1,000,000 aggregate $1,000,000 aggregate $1,000,000 person $1,000,000 occurrence
Property Damage Insurance	$1,000,000 occurrence $1,000,000 aggregate
Automobile Liability Insurance (including owned, non-owned, & hired)	$1,000,000 combined single limit

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X. PERFORMANCE AND PAYMENT BONDS: Subcontractor to furnish Prime Contractor Performance and Payment Bond.

XI. INDEMNIFICATION:

1. Subcontractor shall indemnify and hold harmless the Owner and the Architects, and Hi-View, LLC, General Contractor, and their agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided the at such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction to tangible property (other that the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
2. In any and all claims against the Owner or the Architect or General Contractor, or any of their agents or employees, by any employee of this Subcontractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by for this Subcontractor under Workers' Compensation Acts, disability acts, or other employee benefit acts.
3. Subcontractor shall, at its own expenses, conform to the basic safety policy of the Contractor, and comply with specific safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer such acts.
4. Subcontractor shall have and exercise full responsibility for compliance hereunder by its agents, employees, material men, and subcontractor's general, and in particular, with respect to its portion of the work on this project; compliance therewith on the part of its said agents, employees, material men, and subcontractors; and shall directly receive, respond to defend, and be responsible for all citations, fines, or penalties which may be incurred by reason of its failure on the part of its agents, employees, material men, or subcontractors to so comply.

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XII. WARRANTY: Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that Subcontractor's warranty and work will conform in all respects with the requirements of the Prime Contract and the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract Documents.

XIII. DISPUTE RESOLUTION: Any claim, controversy, or dispute between the Contractor and Subcontractor arising out or related to this Subcontract, or a breach hereof, and which claim, controversy, or dispute is not resolved by mutual agreement between the partied, shall unless otherwise required by the Prime Contract or applicable law, be submitted to a judicial court of competent jurisdiction within Whitley County, Kentucky. The Subcontractor further covenants and agrees that no dispute shall interfere with the progress of the Subcontractor's work, and the Subcontractor agrees to proceed with the Subcontractor work as required in spite of any claim, controversy, or dispute it may have with the Contractor, the Owner, or other parties.

XIV. LAWS, PERMITS, FEES AND NOTICES: The Subcontractor shall give all notices required by and comply with all laws, ordinances, rules, regulations, and orders of any public authorities applicable to the performance of the Subcontract work. The subcontractor shall secure and pay for all permits, fees, licenses, and inspections necessary for proper execution and completion of the Subcontractor's Work as required by the Subcontract Documents.

1. The Subcontractor shall abide by all laws, rules, regulations, and orders of any state and federal authorities applicable to the Environmental Protection Act and/or water and air pollution requirements.
2. Subcontractor further covenants and aggress to pay its own payrolls, taxes, and all other documentation showing compliance with applicable laws and regulations, if required; furnish Contractor with copies o MSDS (Material Safety Data Sheets) for all materials used on the project and a copy of Subcontractor's written hazard communication program; and acknowledges and agrees that any payment received by Subcontractor shall be held in trust for the purpose of paying its subcontractor, laborers, material men, suppliers, and any others claiming by or through Subcontractor and who may be entitled to assert a lien or other claim against the Project.
3. Subcontractor has familiarized himself with the safety program of the Contractor and agrees to adopt said program, insofar as this project is concerned, conducting all the activities, furnishing all the reports, and cooperation to the fullest extent with the Contractor's safety representative for the project. Subcontractor agrees to bear the expense of conducting the safety program for his own personnel. Should the Subcontractor

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and/or should his operations be characterized by frequent injuries to workmen, the Contractor may elect within ten (10) days written notice, cancel this contract, whence Subcontractor will immediately remove his men, materials, and equipment from the project.

XV. REMOVAL OF EQUIPMENT: Subcontractor shall not, without the prior written consent of Contractor, remove or permit to be removed from the Project, any equipment, machinery, tools, materials, supplies, or other items that have been purchased for or placed on the Project for use in connection therewith until the Subcontract work has been completed.

XVI. RENTAL EQUIPMENT: If Subcontractor makes use of Contractor's equipment, Subcontractor shall pay current AED rental rates, or the rates commonly charge in the area where the work is to be performed in the event that AED rental rates are not provided, unless otherwise agreed to by the parties in writing. Subcontractor shall furnish to Contractor a list of all equipment not owned by Subcontractor placed on the job by Subcontractor, together with the name of the owner of said equipment and the terms of the lease, if any.

XVII. CLEANUP: Subcontractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract and shall, upon completion of its work, leave the Project site in a clean and orderly condition.

XVIII. ASSOCIATION DUES: Subcontractor to pay pro-rata share of Associational Dues.

XIX. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIMATIVE ACTION: Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, religion, national origin, physical or mental handicap, or because he or she is a disable veteran or veteran of the Vietnam era. Subcontractor agrees to take affirmative action to insure that qualified applicants are employed, and that employees are treated during employment without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or status as a disable veteran or veteran of the Vietnam era. To the extent applicable, Subcontractor shall comply with all provision of Executive Order No. 11246, dated September 24, 1975; the Rehabilitation Act of 1973, and all amendments thereto, and all rules, regulations, orders, instructions, designations, and other directives promulgated pursuant thereto, the terms of all which are incorporated herein by reference. Violation of this provision shall be considered a material breach of this Subcontract and shall entitle Contractor to exercise any of the options set forth in Paragraph VII hereof, including termination or suspension of this Agreement in whole or in part.

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XX. ASSIGNMENT: Subcontractor shall not sublet or assign any portion of this Subcontract, nor any monies due or to become due, or Subcontractor's earnings and compensation hereunder, without the prior written consent of Contractor. Any such assignment or subletting without prior written consent of Contractors shall be void and of no effect.

XXI. NOTICE: All notices, demands, or other communications provided for herein shall, unless otherwise provided, be sufficient if in writing and if delivered personally to the other party, or mailed by United States Mail, postage prepaid, to the respective addresses of Contractor and Subcontractor as set forth herein, or such other address as either may have designated from time to time. Contractor may exercise any right given to it immediately after mailing the letter containing such notice; however, this does not preclude a Contractor from giving notice in any other legal matter.

XXII. GOVERNING LAW: This agreement shall be governed by the laws of the Commonwealth of Kentucky. Any action by the Subcontractor against the Contractor as a result of this Contract shall be brought in Whitley County, Kentucky, Circuit Court.

XXIII. SEVERABILITY AND WAIVER: The partial or complete invalidity of any one or more provisions of this Agreement and the Subcontract Documents shall not affect the validity or continuing force and effect of any other provisions or the application of such provisions to persons and circumstances other than those as to which it is determined invalid or unenforceable. The failure of Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any rights herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right.

XXIV. UNIFORM CONTRUCTION OF AGREEMENT: Contractor and Subcontractor mutually agree that the interpretation, construction, and enforcement of this Agreement shall be uniform in all respects and shall not be construed more or less favorably for either Contractor or Subcontractor.

XXV. ENTIRE AGREEMENT: This Subcontract represents the entire and integrated agreement between the Contractor and Subcontractor and superceded all prior negotiations, representations, or agreements, either written or oral, and shall not be altered, modified, or amended in any manner whatsoever, unless the same shall be in writing and signed by the parties hereto.

Initialed on Behalf of Contractor JH Initialed on Behalf of Subcontractor

IN TESTIMONY WHEREOF, the parties have execute this Subcontract, or have caused it to be executed by the their duty authorized offices, this 18 day of February, 2004

FOR CONTRACTOR, HI-VIEW, LLC
By: Tim Hill
Tim Hill, Managing Member

STATE OF KENTUCKY
COUNTY OF WHITLEY

This foregoing Subcontract was this 18 day of FEB, 2004, subscribed, sworn to, and acknowledged before me by Tim Hill in his capacity as managing member of Hi-View, LLC.

Mel L Barton
Notary Public
My Commission Expires: 4-1-06

FOR SUBCONTRACTOR,

By: Mickey Murphy
Title: President
STATE OF KY
COUNTY OF Warren
This foregoing Subcontract was this 11th day of Feb, 2004, subscribed, sworn to, and acknowledged before me by Mickey Murphy in their capacity as President of Mick Murphy Custom, Inc

Michelle Wilson
Notary Public
My Commission Expires: July 6, 2007

Initialed on Behalf of Contractor JH Initialed on Behalf of Subcontractor [illegible]

EXHIBIT A

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
23	8018	RETAINING WALL	12,857.0000	SQ FT	40.0000	514,280.00
35	8100	CONCRETE-CLASS A	26.7700	CU YD	800.0000	21,416.00
36	2551	CONCRETE-CLASS A FOR STEPS	13.5000	CU YD	1,000.0000	13,500.00
37	2555	CONCRETE-CLASS B	93.0000	CU YD	320.0000	29,760.00
38	8150	STEEL REINFORCEMENT	1,039.0000	LB	1.0000	1,039.00
39	2690	SAFELOADING	3.0000	CU YD	250.0000	750.00
* 62	1456	CURB BOX INLET TYPE A	68.0000	EACH	1,900.0000	129,200.00
* 63	1490	DROP BOX INLET TYPE 1	1.0000	EACH	1,500.0000	1,500.00
* 64	1496	DROP BOX INLET TYPE 3	6.0000	EACH	1,700.0000	10,200.00
* 65	1559	DROP BOX INLET TYPE 13G	1.0000	EACH	800.0000	800.00
66	1550	DROP BOX INLET TYPE 12A	50.0000	LIN FT	220.0000	11,000.00
* 67	1568	DROP BOX INLET TYPE 13S	2.0000	EACH	1,200.0000	2,400.00
95	2611	HANDRAIL-TYPE A-1	18.0000	LIN FT	42.0000	756.00
97	1875	STANDARD HEADER CURB	143.0000	LIN FT	22.0000	3,146.00
98	1830	STANDARD INTEGRAL CURB	511.0000	LIN FT	18.0000	9,198.00
99	7610	MODIFIED CURB AND GUTTER	15,029.0000	LIN FT	14.5000	217,920.50
100	2720	SIDEWALK-4 INCH CONCRETE	5,965.0000	SQ YD	28.0000	167,020.00
101	2101	CEM CONC ENT PAVEMENT-8 INCH	1,794.0000	SQ YD	50.0000	89,700.00
102	2099	CEM CONC ENT PAVEMENT-6 INCH	126.0000	SQ YD	42.0000	5,292.00
		TOTAL of INCLUDED BID ITEMS				**1,228,877.50**

*** PARTIAL ITEM - TOP PHASE ONLY**

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2004

PRODUCER (270)781-6200 FAX (270)781-3532
Center of Insurance
1750 Scottsville Road Suite 3
PO Box 1077
Bowling Green, KY 42102-1077

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Mick Murf Construction Inc
930 Shive Lane
Bowling Green, KY 42103

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CNA Insurance Companies	
INSURER B: KY Associated General Contractors	0033
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDIN ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	C01012393443	12/15/2003	12/15/2004	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BUA5007843091	12/15/2003	12/15/2004	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CUP8007843047	12/15/2003	12/15/2004	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7815	12/15/2003	12/15/2004	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PULASKI COUNTY NCPD7713

CERTIFICATE HOLDER

HI-VIEW
PO BOX 1764
CORBIN, KY 40702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Bruce Barrick

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Kentucky Transportation Cabinet
Department of Highways
Division of Construction

MOD 9/95

SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL

I hereby certify that Mick-Murf Const., Inc of Bowling Green, Ky, has
Subcontracting Company — City, State

a copy of the bid proposal in the Bid Letting 12/12/2003 for 03-0772
Letting Date — Project Code No. (PCN)

Pulaski — NCPD 7713 (9)
County — Project Number

and will abide by the conditions set forth in said bid proposal.

Representative — Date — Mick-Murf Const., Inc
Subcontracting Company

Hereby recognized as an official representative of this Company, with full authority to sign. I understand and am fully aware of the conditions set forth and herein by this statement.

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
Rev. 06/11/02

Project Code Number (PCN): **03-0772** DBE Firm **MICK-MURF CONST.**

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
C021	23	RETAINING WALL	SQ FT	12,857.0000	$40.00	$514,280.00	12,857.0000	$40.00	$514,280.00
A012	35	CONCRETE-CLASS A	CU YD	26.7700	$800.00	$21,416.00	26.7700	$800.00	$21,416.00
A013	36	CONCRETE-CLASS A FOR STEPS	CU YD	13.5000	$1,000.00	$13,500.00	13.5000	$1,000.00	$13,500.00
A014	37	CONCRETE-CLASS B	CU YD	93.0000	$320.00	$29,760.00	93.0000	$320.00	$29,760.00
A015	38	STEEL REINFORCEMENT	LB	1,039.0000	$1.00	$1,039.00	1,039.0000	$1.00	$1,039.00
A016	39	SAFELOADING	CU YD	3.0000	$250.00	$750.00	3.0000	$250.00	$750.00
A039*	62	CURB BOX INLET TYPE A	EACH	68.000000	$1,900.00	$129,200.00	68.000000	$1,900.00	$129,200.00
A040*	63	DROP BOX INLET TYPE-1	EACH	1.000000	$1,500.00	$1,500.00	1.000000	$1,500.00	$1,500.00
A041*	64	DROP BOX INLET TYPE 3	EACH	6.00	$1,700.00	$10,200.00	6.00	$1,700.00	$10,200.00
A042*	65	DROP BOX INLET TYPE 13G	EACH	1.00	$800.000000	$800.00	1.00	$800.00	$800.00
A043	66	DROP BOX INLET TYPE 12A	LIN FT	50.00	$220.00	$11,000.00	50.00	$220.00	$11,000.00
A044*	67	DROP BOX INLET TYPE 13S	EACH	2.00	$1,200.00	$2,400.00	2.00	$1,200.00	$2,400.00
A072	95	HANDRAIL-TYPE A-1	LIN FT	18.00	$42.00	$756.00	18.00	$42.00	$756.00
A074	97	STANDARD HEADER CURB	LIN FT	143.00	$22.00	$3,146.00	143.00	$22.00	$3,146.00
A075	98	STANDARD INTEGRAL CURB	LIN FT	511.00	$18.00	$9,198.00	511.00	$18.00	$9,198.00
A076	99	MODIFIED CURB AND GUTTER	LIN FT	15,029.00	$14.50	$217,920.50	15,029.00	$14.50	$217,920.50
A077	100	SIDEWALK-4 INCH CONCRETE	SQ YD	5,965.00	$28.00	$167,020.00	5,965.00	$28.00	$167,020.00
A078	101	CEM CONC ENT PAVE 8-INCH	SQ YD	1,794.00	$50.00	$89,700.00	1,794.00	$50.00	$89,700.00
A079	102	CEM CONC ENT PAVE -6 INCH	SQ YD	126.00	$42.00	$5,292.00	126.00	$42.00	$5,292.00

Comments:

* PARTIAL ITEM - TOP PHASE ONLY

Page Total $1,228,877.50

$1,228,877.50