



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: 129-2014

Date: August 14, 2014

Subject: Police Evidence Storage – Drug Room HVAC Improvements

Please address inquiries to:
Kristie Thomas, Buyer
(859) 258-3329

TO ALL PROSPECTIVE BIDDERS:

- 1) Date of 08/13/2014 in paragraph 1 of page 1 is incorrectly stated and should read 08/20/2014.
- 2) Pre-bid meeting sign-in sheet attached.
- 3) Contractor will only be able to work during normal working hours.
- 4) Because this is an evidence room, Contractor will be monitored by law enforcement at all times. This will be provided at no cost to the Contractor.
- 5) Contractor shall coordinate provided parking with LFUCG for 2 spaces for work area accessibility.
- 6) Because CMU is stacked vertically, contractor shall provide either a lintel, or CMU block turned on its side, or other appropriate support for the handful of courses of block above.
- 7) A separate test & balance contractor is not required; contractor may perform their own balance.
- 8) The existing curb shall remain. Contractor shall adapt to existing curb as necessary.
- 9) Permits will be required. Project contact is Bob Carpenter, LFUCG Building Inspector, Senior.
- 10) Ball-in wall indicator shall be installed in a readily visible location.

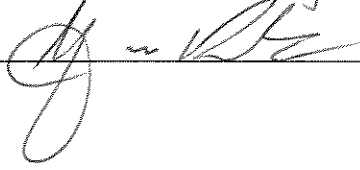


Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Green Box

ADDRESS: 726 National Ave Lexington KY 40502

SIGNATURE OF BIDDER: 

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #129-2014 Police Evidence Storage – Drug Room HVAC Improvements"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. 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.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 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.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

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 sub-contractor 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:

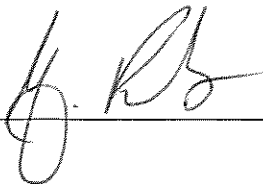
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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 contractors may be declared ineligible for future consideration.

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

Bidders

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



Signature



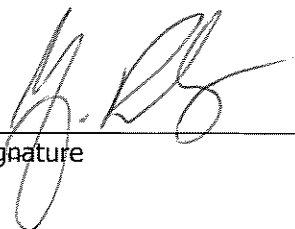
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

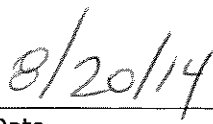
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 6, 2014

INVITATION TO BID #129-2014 Police Evidence Storage – Drug Room HVAC Improvements

Bid Opening Date: August 20, 2014

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Firm Bid

Pre Bid Meeting: August 13, 2014

Pre Bid Time: 9:00am

Address: 150 E. Main St., Lexington, KY 40507

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **08/13/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 150 E. Main St., Lexington, KY 40507

Bid Security Required: ___ Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___ Yes No

<p align="center">Check One:</p> <p>___ Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p>Proposed Delivery:</p> <p>___ days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes ___ No</p>		

Submitted by: Green Box
Firm Name

726 National Ave

Lexington KY 40502
Address

City, State & Zip

Bid must be signed:
(original signature)

[Signature]
Signature of Authorized Company Representative – Title
Gwen Riley

Representative's Name (Typed or printed)

(859) 536-4102 (859) 280-9133
Area Code - Phone - Extension Fax #

gwen@greenboxdiv.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Gwen Riley, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Gwen Riley and he/she is the individual submitting the bid or is the authorized representative of GreenBox 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 "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by GWEN RILEY on this the 20 day of AUGUST, 2014.

My Commission expires: 6/13/15

Shirley R. Sawyer
NOTARY PUBLIC, STATE AT LARGE
NOTARY ID# 444710

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No

WORKFORCE ANALYSIS FORM

Name of Organization: Green Box

Date: 8/20/14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators			5								5
Professionals		1								1	
Superintendents											
Supervisors		2								2	
Foremen											
Technicians		15								15	
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:		18	5							18	5

Prepared by: Gwen Riley President
Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.

- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

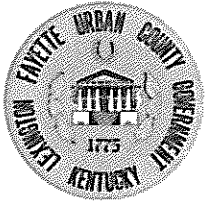
“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 129-2014

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Green Box 726 National Ave Lexington, KY 954 278 0281 gwen@greenboxair.com	DBE	HVAC	19100	100
2.				
3.				
4.				

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

Green Box

Company

8/20/14

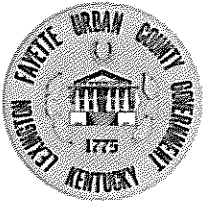
Date

[Signature]

Company Representative

President

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 129 - 2014

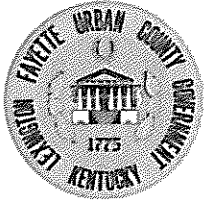
The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized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

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

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

Green Box
 Company
8/20/14
 Date

Gwen Riley
 Company Representative
President
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 129-2014

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

Company Name <u>Green Box</u>	Contact Person <u>Gwen Riley</u>
Address/Phone/Email <u>726 National Ave Lexington KY 40502 gwen@greenboxair.com</u>	Bid Package / Bid Date <u>HVAC / 8/20/14</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<u>Green Box</u>	<u>Above</u>	<u>Above</u>	<u>8/13</u>	<u>HVAC</u>	<u>NA</u>	<u>19100</u>	<u>DBE</u>

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

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

Green Box
Company

[Signature]
Company Representative

8/20/14
Date

President
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 129-2014

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

[Signature] Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

[Signature] Included documentation of advertising in the above publications with the bidders good faith efforts package

[Signature] Attended LFUCG Central Purchasing Economic Inclusion Outreach event

[Signature] Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

[Signature] Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

[Signature] Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

[Signature] Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

[Signature] Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

[Signature] Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

[Signature] Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

[Signature] Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

[Signature] Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

JS Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

JS Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

JS Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

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

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

Green Box
Company

8/20/14
Date

Gwen Riley
Company Representative

President
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability and a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Police Evidence Storage – Drug Room HVAC Improvements

Applicable Codes & Standards

2012 International Mechanical Code
ASHRAE Standard 60.1-20012
2012 IAPE Professional Standards

The 2012 International Mechanical Code (IMC) and ASHRAE Standard 60.1-2012 dictate minimum ventilation levels but do not go into much detail regarding odors release from stored drugs. ASHRAE 60.1 gives some guidance on various volatile organic compounds (VOC's) but makes no mention of marijuana.

The International Association for Property and Evidence, Inc. (IAPE) publishes a set of Professional Standards, which are recommendations written in semi-codified language to be adopted by the local authority having jurisdiction. These standards however are *not* code, unless they have been adopted by the authority having jurisdiction. We are unaware that the IAPE Professional Standards are adopted by LFUCG or the state, however the most current set of standards (Sept. 2012) contain some useful recommendations on the topic of drug storage rooms.

Chapter 9 of the IAPE Professional Standards (attached) deals specifically with drugs and includes recommendations for packaging, storing, and ventilation of storage rooms, etc. The procedures used by LFUCG vary from case to case but appear to follow the general recommendations in Standard 9.1.

Standard 9.5 addresses ventilation of the drug room and specifies an exhaust rate of 10-12 air changes per hour with negative pressure relative to the surrounding rooms. We estimate that the current exhaust rate is at most 300-400cfm which is well below the 950-1100cfm recommended. One notable recommendation is that the drug storage room be climate controlled to maintain 45%-60% relative humidity. Currently a portable dehumidifier is run 24/7 to keep humidity down.

Design Approach

- Install air purification systems to eliminate odors and pollutants.
 - Even without increased ventilation, this alone should significantly reduce odor issues.
 - 3 ceiling mounted purification units to be installed to cover the length of the drug storage room.
- Increase ventilation rate to 1000 cfm in accordance with IAPE Standard 9.5.
 - Replace existing exhaust fan (estimated 450-550 cfm) with new including curb adaptor.
 - Extend existing ductwork located above nearby restroom into drug storage room.
 - Seal new and existing ductwork where accessible to reduce duct leakage.
 - Provide variable speed controller (required anyway for fan balancing) in the drug storage room to allow occupant to vary the speed of the fan as needed.
 - Speed to be kept low allowing air purification units to handle the odors most of the time.
 - Speed to be increased when drugs are newly stored and produce more odors.
- Install transfer grilles to allow air to be made up from the main evidence storage room.
 - Doors are currently left propped open for ventilation, however IAPE Standards recommend that the room be locked at all times.

SECTION 23 31 14 – HVAC DUCTWORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This section includes rectangular and round, metal ducts for heating, ventilating, and air conditioning.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

- A. The duct system design, as indicated, has been used to select and size air moving and distribution equipment and other components of the air system. Changes or alterations to the layout or configuration of the duct system must be accepted by the Engineer.

1.3 DEFINITIONS

- A. Sealing Requirements Definitions: For the purposes of duct systems sealing requirements specified in this Section, the following definitions apply:
 - 1. Seams: A seam is defined as joining of two longitudinally (in the direction of airflow) oriented edges of duct surface material occurring between two joints. All other duct surface connections made on the perimeter are deemed to be joints.
 - 2. Joints: Joints include girth joints; branch and sub-branch intersections; so-called duct collar tap-ins; fitting subsections; louver and air terminal connections to ducts; access door and access panel frames and jambs; duct, plenum, and casing abutments to building structures.

PART 2 - PRODUCT

2.1 SHEET METAL MATERIALS

- A. Sheet Metal, General: Provide sheet metal in thicknesses indicated, packaged and marked as specified in ASTM A 700 and SMANCA HVAC Duct Construction Standards.
- B. Galvanized Sheet Steel: Lock-forming quality, ASTM A 527, Coating Designation G 90. Provide mill phosphatized finish for exposed surfaces of ducts exposed to view.

2.2 SEALING MATERIALS

- A. Joint and Seam Sealant: One-part, non-sag, solvent-release-curing, polymerized butyl sealant complying with FS TT-S-001657, Type I; formulated with a minimum of 75 percent solids. Caulk type sealant shall be UL listed fire resistive and be compatible with duct materials to be sealed. Sealant shall be United McGill's United Duct sealer, hardcast's Iron Grip, or Uni-Weather duct sealer, or equal.
- B. Flanged Joint Mastics: One-part, acid-curing, silicone elastomeric joint sealants, complying with ASTM C 920, Type S, Grade NS, Class 25, Use O.

2.3 HANGERS AND SUPPORTS

- A. Building Attachments: Concrete inserts, powder actuated fasteners, or structural steel fasteners appropriate for building materials. Do not use powder actuated concrete fasteners for lightweight aggregate concretes or for slabs less than 4 inches thick.
- B. Hangers: Galvanized sheet steel, or round, uncoated steel, threaded rod.
 - 1. Straps and Rod Sizes: Conform with Table 4-1 in SMACNA HVAC Duct Construction Standards, 1985 Edition, for sheet steel width and gauge and steel rod diameters.
 - 2. Hangers installed in corrosive atmospheres: Electro galvanized, all thread rods with threads painted after installation.
- C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

2.4 RECTANGULAR DUCT FABRICATION

- A. General: Except as otherwise indicated, fabricate rectangular ducts with galvanized sheet steel, in accordance with SMACNA "HVAC Duct Construction Standards," Tables 1-3 and 1-19, including their associated details. Conform to the requirements in the referenced standard for metal thickness, reinforcing types and intervals, tie rod applications, and joint types and intervals.
 - 1. Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure classification.
 - 2. Provide materials that are free from visual imperfections such as pitting, seam marks, roller marks, stains, and discolorations.
- B. Static Pressure Classifications: Except where otherwise indicated, construct duct systems to the following pressure classifications:
 - 1. Supply Ducts: 3 inches water guage.

2. Return Ducts: 2 inches water gauge, negative pressure.
3. Exhaust Ducts: 2 inches water gauge, negative pressure.
- C. Cross breaking or Cross Beading: Cross break or bead duct sides that are 19 inches and larger and are 20 gauge less, with more than 10 sq. ft. of un-braced panel area, as indicated in SMACNA "HVAC Duct Construction Standard," Figure 1-4, unless they are lined or are externally insulated.
- D. Turning Vanes: All turning vanes shall be of the double wall airfoil blade type.

2.5 RECTANGULAR DUCT FITTINGS

- A. Fabricate elbows, transitions, offsets, branch connections, and other duct construction in accordance with SMACNA "HVAC Metal Duct Construction Standard," 1985 Edition, Figures 2-1 through 2-10.
- B. Elbows shall be square throat with airfoil double wall vanes. Single blade steel vanes are not acceptable. Curved backs are not a substitute for double wall vanes.

2.6 ROUND DUCT FABRICATION

- A. General: "Basic Round Diameter" as used in this article is the diameter of the size of round duct that has a circumference equal to the perimeter of a given sized of flat oval duct.
- B. Round Ducts: Fabricate round supply ducts with spiral lockseam construction, except where diameters exceed 72 inches. Comply with SMACNA "HVAC Duct Construction Standards," Table 3-2 for galvanized steel gauges.
- C. Round Ducts: Fabricate round supply ducts using seam types identified in SMACNA "HVAC Duct Construction Standards," 1985 Edition, Figure 3-1, RL-1, RL-4, OR RL-5. Seams Types RL-2 or RL-3 may be used if spot-welded on 1-inch intervals. Comply with SMACNA "HVAC Duct Construction Standards," Table 3-2 for galvanized steel gauges.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION, GENERAL

- A. Install ducts with the fewest possible joints.
- B. Use fabricated fittings for all changes in directions, changes in size and shape, and connections.
- C. Install couplings tight to duct wall surface with projections into duct at connections kept to a minimum.

LFUCG Police Station
Drug Storage Room – HVAC Improvements

- D. Locate ducts, except as otherwise indicated, vertically and horizontally, parallel and perpendicular to buildings lines; avoid diagonal runs. Install duct systems in shortest route that does not obstruct useable space or block access for servicing building and its equipment.
- E. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- F. Electrical Equipment Spaces: Route ductwork to avoid passing through transformer vaults and above electrical equipment spaces and enclosures.
- G. Non-Fire-Rated Partition Penetrations: Where ducts pass interior partitions and exterior walls, and are exposed to view, conceal space between construction opening and duct or duct insulation with sheet metal flanges of same gauge as duct. Overlap opening on 4 sides by at least 1-1/2 inches. Seal around all floor penetrations to make water tight as to prevent water seepage around duct to floor below.
- H. Fire Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, install appropriate rated fire damper, sleeve, and sealant to meet UL fire penetration requirements.

3.2 SEAM AND JOINT SEALING

- A. General: Seal duct seams and joints as follows:
 - 1. Pressure Classifications Greater Than 3 Inches Water Gauge: All transverse joints, longitudinal seams, and duct penetrations.
- B. Duct sealant shall be water resistant; UL classified fire resistive, and be compatible with duct materials to be sealed. Sealant shall be United McGill's United Duct Sealer, Hardcast's Iron Grip, Uni-Weather duct sealer, or equal.

3.3 HANGING AND SUPPORTING

- A. Install rigid round and rectangular metal duct with support systems indicated in SMACNA "HVAC Duct Construction Standards," Table 4-1 through 4-3 and Figures 4-1 through 4-8.
- B. Support horizontal ducts within 2 feet of each elbow and within 4 feet of each branch intersection.
- C. Support vertical ducts at a maximum interval of 16 feet and at each floor.
- D. Upper attachments to structures shall have an allowable load not exceeding $\frac{1}{4}$ of the failure (proof test) load but are not limited to the specific methods indicated.

END OF SECTION 23 31 14

SECTION 23 34 23 – EXHAUST FANS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This section includes the following:
 - 1. Roof mounted centrifugal.

1.2 SUBMITTALS

- A. Product Data including rated capacities of each unit, weights (shipping, installed, and operating), furnished specialties, accessories, and the following:
 - 1. Certified fan performance curves with system operating conditions indicated.
 - 2. Certified fan sound power ratings.
 - 3. Motor ratings and electrical characteristics plus motor and electrical accessories.
 - 4. Material gauges and finishes, including color charts.
 - 5. Dampers, including housings, linkages, and operators.

1.3 QUALITY ASSURANCE

- A. Electrical Component Standard: Provide components that comply with NFPA 70 and that are listed and labeled by UL where available.

1.4 PERFORMANCE REQUIREMENTS

- A. Fan Unit Schedule: The following information is described in an equipment schedule on the Drawings.
 - 1. Fan performance data including capacities, outlet velocities, static pressures, motor requirements, and electrical characteristics.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
- B.
 - 1. Exhaust Fans:
 - a. Broan Mfg. Co., Inc.
 - b. Carnes Co.
 - c. Cool (Loren) Co.
 - d. Greenheck Fan Corp.
 - e. ILG Industries, Inc.
 - f. Jenn Industries, Inc.
 - g. Captive Aire
 - h. Or Equal

2.2 CENTRIFUGAL ROOF VENTILATORS

- A. Description: Direct-Drive centrifugal fans, as indicated, consisting of housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, curb base, and accessories.
- B. Housing: Removable, spun-aluminum, dome top and outlet baffle; square, one-piece, aluminum base with venture inlet cone.
- C. Fan Wheels: Aluminum hub and wheel with backward-inclined blades.
- D. Direct Drive Assembly: Resiliently mounted to the housing, with the following features:
 - 1. Fan Shaft: Turned, ground, and polished steel drive shaft keyed to wheel hub.
 - 2. Shaft Bearings: Permanently lubricated, permanently sealed, self-aligning ball bearings.
- E. Accessories: The following items are required as indicated.
 - 1. Variable-Speed Controller: Solid-state control to reduce speed from 100 percent to less than 50 percent.
- F. Accessories: The are required for each ventilators:
 - 1. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted inside fan housing, factory wired through an internal aluminum conduit.
 - 2. Bird Screen: Removable ½-inch mesh, aluminum or brass wire.
- G. Dampers: Counterbalanced, parallel-blade, backdraft dampers mounted in curb base; factory set to close when fan stops.

2.3 ROOF CURBS

- A. Roof Curbs: Adapt to existing larger roof curb – see drawings for notes.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install exhaust fans according to manufacturer's written instructions.
- B. Install units with clearances for service and maintenance.
- C. All fasteners for fans, vents, etc. used outside shall be constructed on non-ferrous stainless steel.

END OF SECTION 23 34 23

SECTION 23 34 99 – AIR PURIFICATION UNITS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This section includes the following:
 - 1. Air Purification Units.

1.2 SUBMITTALS

- A. Product Data including rated capacities of each unit, weights (shipping, installed, and operating), furnished specialties, accessories, and the following:
 - 1. Unit Airflow.
 - 2. Manufacturer's listing of coverage area..
 - 3. Motor ratings and electrical characteristics plus motor and electrical accessories.

1.3 QUALITY ASSURANCE

- A. Electrical Component Standard: Provide components that comply with NFPA 70 and that are listed and labeled by UL where available.

1.4 PERFORMANCE REQUIREMENTS

- A. Unit shall be capable of serving a volume of 4,300 cubic feet. Equivalently, the number of units furnished on this project shall cover the volume of the room served.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, provide equipment by one of the following manufacturers:
 - 1. Global Plasma Solutions
 - 2. Or Equal

2.2 AIR PURIFICATION UNITS

- A. Description: Air purification units are a stand-alone air purification system that include multiple stages of filtration, filters, & centrifugal circulation fan. Unit shall be capable of neutralizing odors, killing mold, bacteria and viruses.
- B. Housing: The unit shall be designed to fit into a 2' x 2' drop ceiling grid. All maintenance shall be able to be performed through the front grille.
- C. Filtration: Unit shall contain a washable mesh pre-filter, a carbon filter, and a 99.97% HEPA filter.
- D. UV Lamps: Unit shall contain UVC Lamps. & bi-polar ionization.
- E. Fan Wheels: centrifugal thermoplastic wheel.
- F. Accessories: The following items are required as indicated.
 - 1. Remote Control

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units in according to manufacturer's written instructions.
- B. Install units with clearances for service and maintenance.

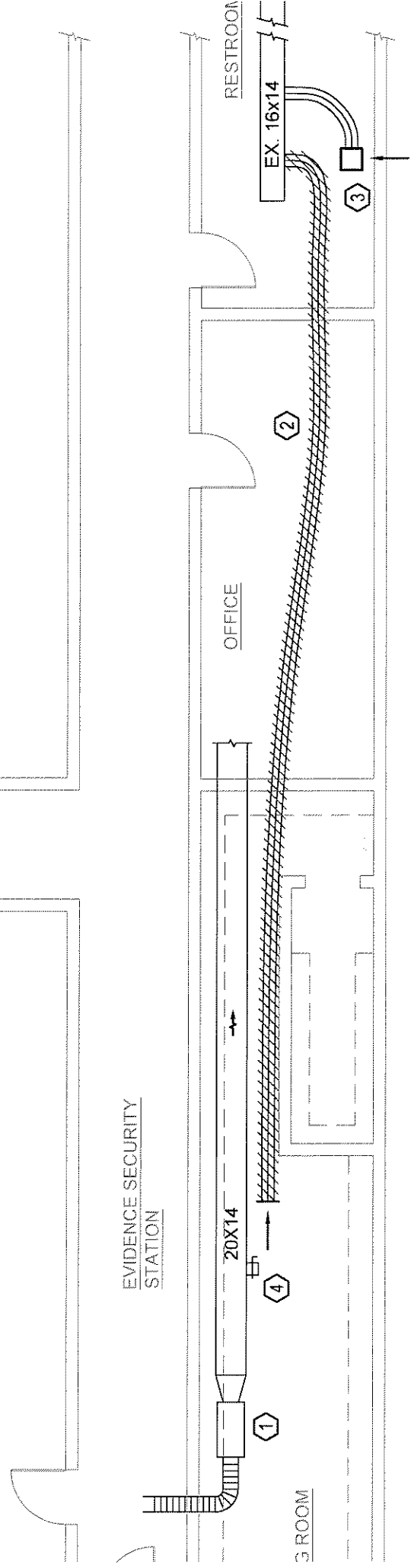
END OF SECTION 23 34 99

PRICING

LUMP SUM \$ 19100

- ② REMOVE EXISTING FLEXIBLE DUCT FRC EVIDENCE DRUG ROOM TO DUCT CONN POINT ABOVE RESTROOM CEILING.
- ③ EXISTING CEILING MOUNTED BATHROOM EXHAUST FAN SHALL REMAIN.
- ④ EXISTING CAPPED TAKE-OFF OUTLET F VAV SYSTEM SHALL REMAIN CLOSED.
- ⑤ REMOVE EXISTING EXHAUST FAN AND I ROOF CURB FOR MOUNTING OF NEW F,

EVIDENCE SIGN IN



HVAC DEMOLITION PLAN

-MED-LO), 120V, 122 WATTS,
;U.F.T., 65 LBS.

CHEDULE

IF MOUNTED EXHAUST FAN;
16510D, 1600 CFM, 0.75 ESP,
;U.F.T., 65 LBS.

UNTED RETURN GRILLE 3/4"
EGREE BLADE DEFLECTION,
528 CFM, 15 NC, 0.05" WC.PD.

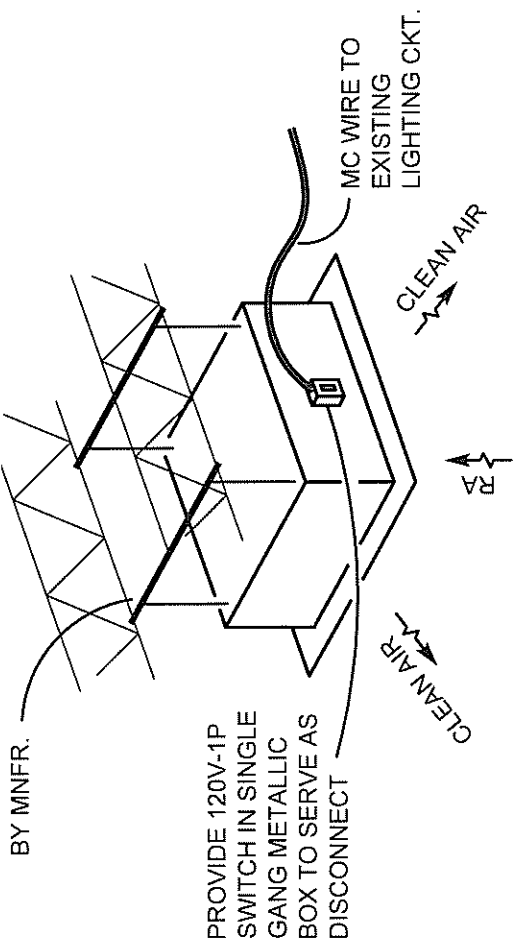
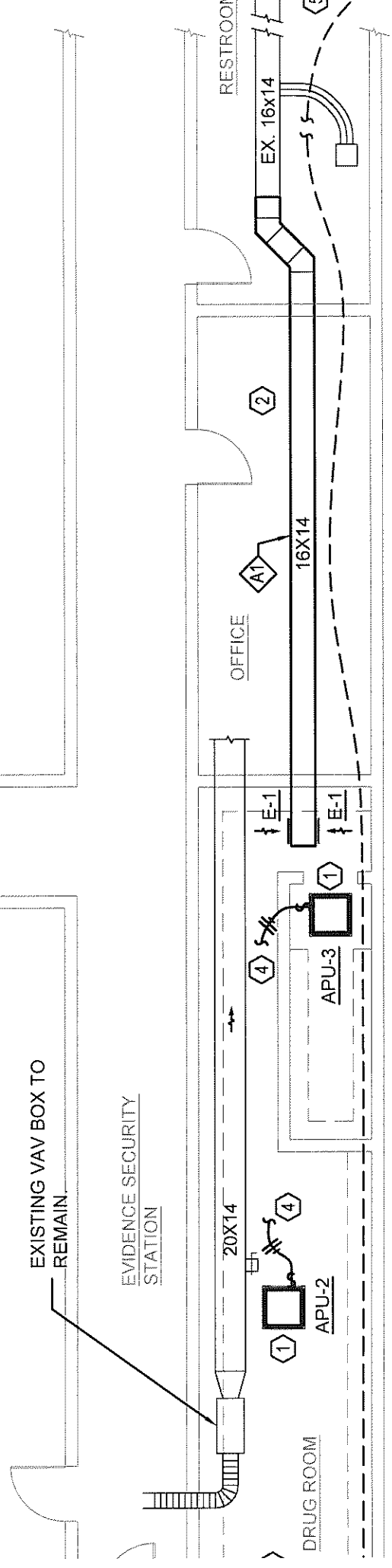
UNTED RETURN GRILLE 3/4"
EGREE BLADE DEFLECTION,
250 CFM, <10 NC, 0.05" WC.PD.

ULATIONS

ED VENTILATION 10-12 ACH.

$$X \frac{1 \text{ HOUR}}{60 \text{ MIN.}} = \frac{933 \text{ CU.FT.}}{\text{MIN}}$$

EVIDENCE SIGN IN



APU INSTALLATION DETAIL

SCALE: N.T.S.

A1 ALTERNATE NUMBER 1: PROVIDE 16"Ø FLEXIBLE DUCT IN LIEU OF EXTENDING RIGID DUCT TO EVIDENCE ROOM. DUCT PENETRATION THROUGH WALL INTO DRUG STORAGE ROOM SHALL STILL BE RIGID. OMIT SEALING OF EXISTING DUCTWORK. DESCRIBED IN SHEET NOTE 5.

- 1 EXTEND EXISTING DUCTWORK INTO DRUG ROOM JOINTS WITH DUCT SEALANT COMPOUND.
- 2 PROVIDE EXHAUST FAN AS SCHEDULED ON EXH-1. 42"X36" ROOF CURB. ROOF IS ACCESSED FROM OF ADJOINING PARKING GARAGE.
- 3 WIRE AIR PURIFICATION UNIT TO EXISTING LIGHTING CIRCUIT. UNITS SHALL RUN EVEN WHEN LIGHTS SWITCHED OFF.
- 4 SEAL JOINTS IN EXISTING EXHAUST DUCTWORK WITH SEALANT. APPROX. 75 LINEAR FT.
- 5 ROUTE CONTROL WIRING FROM EXHAUST FAN TO SPEED CONTROLLER LOCATED IN DRUG ROOM.
- 6 PROVIDE FOUR (4) TRANSFER AIR OPENING BY 16"Ø (4) CMU BLOCKS. BLOCKS SHALL NOT BE PENETRATED TO EACH OTHER FOR SECURITY PURPOSES. PROVIDE TRANSFER AIR GRILLE ON EXTERIOR SIDES OF OPENING.
- 7 PROVIDE BALL-IN-WALL STYLE NEGATIVE PRESSURE INDICATOR. INDICATOR SHALL BE AIRFLOW DIR INDICATED MODEL ADI-69-V-N OR EQUAL.
- 8 DURING STARTUP, BALANCE EXHAUST FAN TO FAN RATE OF 1,000 CFM (MEASURE 500 CFM PER EXH GRILLE, E-1). LABEL MAXIMUM RATE ON VARIABLE CONTROLLER WITH SHARPIE. AFTER DETERMINING LABELING THE MAX SPEED, REDUCE THE FAN SPEED TO THE BALL-IN-WALL NEGATIVE ROOM PRESSURE INDICATES ONLY A SLIGHTLY NEGATIVE ROOM PRESSURE LABEL THIS POINT AS THE MINIMUM SETTING.



CERTIFICATE OF LIABILITY INSURANCE

OP ID PLC1

DATE (MM/DD/YYYY)

05/28/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Creech & Stafford Ins Agcy Inc 210 Malabu Drive, Suite 200 Lexington KY 40502-3252 Phone:859-253-1371 Fax:859-233-9831	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GREEN-9	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Green Box Heating & Air Total Business Management Inc. 726 National Avenue Lexington KY 40502	INSURER A: Bridgefield Casualty Insurance	10335
	INSURER B: Frankenmuth Mutual Ins Company	13986
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			CPP6149605	04/22/14	04/22/15	EACH OCCURRENCE \$ 100000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 500
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 100000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 200000
							PRODUCTS - COM/OP AGG \$ 200000
B	AUTOMOBILE LIABILITY			BA 6149605	04/22/14	04/22/15	COMBINED SINGLE LIMIT (Ea accident) \$ 100000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS			\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0196-20861	05/05/14	05/05/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 100000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100000
							E.L. DISEASE - POLICY LIMIT \$ 500000
B	EPLI			CPP6149605	04/22/14	04/22/15	EPLI 100000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

LFUCG
 Division of Central
 Purchasing
 200 E Main Street
 Lexington KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Creech & Stafford Insurance

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