



ADDENDUM #1

Bid Number: **#23-2024**

Date: February 15, 2024

Subject: **Dunbar and Picadome Elevator Repair**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

Pre-bid Meeting

1. The elevator at Picadome is the priority in the project schedule of the two locations.
2. Hours of operation for each location are:

Picadome: 8:00 am to 5:00 pm

Dunbar: 8:00 am to 10:00 pm
3. If work needs to be performed outside of those hours, the awarded bidder can discuss it with the project manager during the pre-construction meeting.
4. Pre-bid sign-in attached.

Todd Slatin, Director
Division of Procurement

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: DC Elevator Company

ADDRESS: 709 Miles Point Way, Lexington, KY 40510

SIGNATURE OF BIDDER:





LEXINGTON

Bid 23-2024 Addendum 1 DC Elevator Company D. C. ELEVATOR, INC. Supplier Response

Event Information

Number: Bid 23-2024 Addendum 1
Title: Dunbar and Picadome Elevator Repair
Type: Competitive Bid
Issue Date: 2/8/2024
Deadline: 2/22/2024 02:00 PM (ET)
Notes: **ONLY ONLINE BIDS WILL BE ACCEPTED. PLEASE FILL OUT THE BID DOCUMENTS AND ATTACH AS ONE PDF FILE IN THE "RESPONSE ATTACHMENTS" TAB.** PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTED BID DOCUMENTS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. ALL QUESTIONS REGARDING THIS BID MUST BE SUBMITTED USING THE QUESTIONS TAB.

Contact Information

Contact: Kristie Thomas
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: kthomas@lexingtonky.gov

DC Elevator Company Information

Contact: Dale Howard
Address: 709 Miles Point Way
Lexington, KY 40510
Phone: (859) 254-8224
Fax: (859) 231-8740
Email: dale.howard@dcelevator.com
Web Address: www.dcelevator.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Daniel Montaña-Smith

Signature

Submitted at 2/22/2024 01:50:56 PM (ET)

daniel.montanosmith@dcelevator.com

Email

Response Attachments

Bid Documents (Part I and Part III filled out, signed, and notarized).pdf

Part I (AB-2 to AB-10 (signed)) Part III (P-2 to P-37, plus supporting docs (filled out, signed, and notarized))

Cut Sheets.pdf

Cuts Sheets

Bid Bond (Dunbar and Picadome Elevator Repair).pdf

Bid Bond by itself

23-2024 Addendum 1.pdf

Addendum #1 (signed)

Supporting Documents (COLI).pdf

Supporting Documentation of Evidence of Insurability

Bid Lines

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------|--------------------------------------------------|--------------------------------------------------|
| 1 | Dunbar elevator repair per specifications | Quantity: <u>1</u> UOM: <u>Lump Sum</u> | Price: <input type="text" value="\$163,000.00"/> | Total: <input type="text" value="\$163,000.00"/> |
| 2 | Picadome elevator repair per specifications | Quantity: <u>1</u> UOM: <u>Lump Sum</u> | Price: <input type="text" value="\$93,600.00"/> | Total: <input type="text" value="\$93,600.00"/> |
| Alternate 1 | | | | |
| Should Sump Pump be deemed inoperable or in need of replacement for other reasons, a Liberty 293 Pump can be provided and installed | | | | |
| | | Quantity: <u>1</u> UOM: <u>Lump Sum</u> | Price: <input type="text" value="\$1,355.00"/> | Total: <input type="text" value="\$1,355.00"/> |
| | Manufacturer: | <input type="text" value="Liberty"/> | | |
| | Manufacturer #: | <input type="text" value="293"/> | | |

Response Total: \$256,600.00

PART 1

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the **Dunbar and Picadome Elevator Repair** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **February 22, 2024**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by Lexington-Fayette Urban County Government. Following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted via Ion Wave.

LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out and attached with bid submission. A copy of bid bond must be included with submission. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the **Dunbar and Picadome Elevator Repair**, Lexington-Fayette County, Kentucky.

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at <https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Lump Sum** for total Project. Bidder must include a price for all bid items to be considered. **Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.**

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest responsive and responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **February 22, 2024.** Bid submittals and bid tab sheet will be immediately available after bid opening.

9. RIGHT TO REJECT

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

11. NOTICE CONCERNING MWDBE and Veteran Goals

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small Businesses as Subcontractors contact:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
859-258-3323
smiller@lexingtonky.gov

12. AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall

be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by

the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

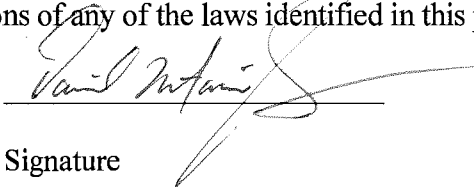
- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.


Signature

2/22/24
Date

END OF SECTION

13. PRE-BID CONFERENCE

A pre-bid conference is scheduled for February 14, 2024, 10:00 a.m. beginning at 545 North Upper Street, and concluding at 469 Parkway Drive, Lexington, KY.

PART III

Invitation to Bid No. 23-2024

Dunbar and Picadome Elevator Repair

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 2/21/2024

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

This Proposal Submitted by DC Elevator Company

709 Miles Point Way, Lexington, KY 40510

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 2/16/2024

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

Addendum No. Date

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

2. **LEGAL STATUS OF BIDDER**

Bidder DC Elevator Company

Date 2/21/2024

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Daniel Montañó-Smith, bearing the official title of Project Manager, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

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

~~_____

_____~~

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

~~_____
_____~~

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

3.

BIDDERS AFFIDAVIT

Comes the Affiant, Daniel Montaño-Smith, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Daniel Montaño-Smith and he/she is the individual submitting the bid or is the authorized representative of DC Elevator Company, 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 Procurement 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 Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. 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.

Daniel Montaño-Smith
 Signature
Project Manager
 Title

Daniel Montaño-Smith
 Printed Name
2/21/2024
 Date

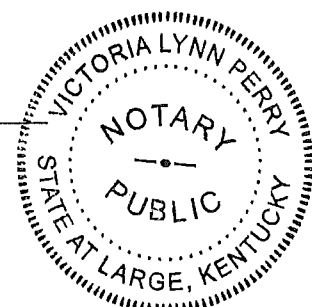
Company Name DC Elevator Company

Address 709 Miles Point Way, Lexington, KY 40510

Subscribed and sworn to before me by *Daniel Montaño-Smith*
 (Affiant)
Project Manager
 (Title)

of DC Elevator this 21st day of February, 2024.
 (Company Name)

Victoria Lynn Perry
 Notary Public
 [seal of notary] My commission expires: 3/16/2025



4. BID SCHEDULE – SCHEDULE OF VALUES

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

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

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

Enter pricing in Line Items tab in IonWave. Page P-7 must be fully executed, signed, and attached to the bid submittal in IonWave or your bid WILL be considered non-responsive.

| BID ITEM NO. | UNIT DESCRIPTION | Quantity | UNIT |
|---------------------|---------------------------------------------|-----------------|-------------|
| 1 | Dunbar elevator repair per specifications | 1 | LS |
| 2 | Picadome elevator repair per specifications | 1 | LS |

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: DC Elevator Company

2. Permanent Place of Business: Lexington, Kentucky

3. When Organized: 1977

4. Where Incorporated: Lexington, Kentucky

5. Construction Plant and Equipment Available for this Project:

DC Elevator Company

709 Miles Point Way

Lexington, KY 40510

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

Berkley Insurance Company (Surety)

Signed: Tammy Masterson (Representative of Surety)
Tammy Masterson, Attorney-In-Fact





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D. C. Elevator, Inc.
709 Miles Point Way
Lexington, KY 40510

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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

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

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government (LFUCG)
200 East Main St., 3rd Floor
Lexington, KY 40507

BOND AMOUNT: Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

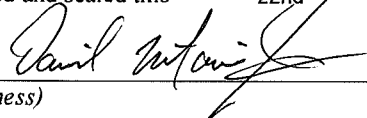
Bid No. 23-2024
Dunbar and Picadome Elevator Repair
Lexington, Kentucky

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

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

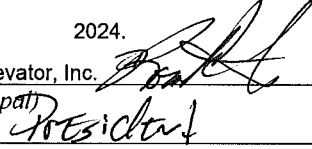
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2024.


(Witness)

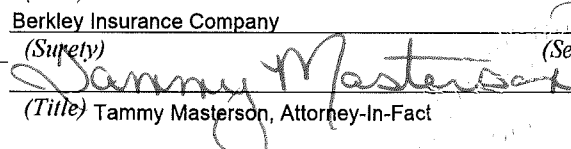
D. C. Elevator, Inc.

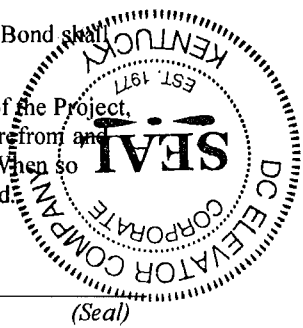
(Principal)


(Title)

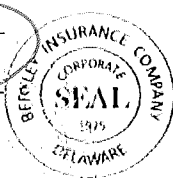
Berkley Insurance Company

(Surety)


(Title) Tammy Masterson, Attorney-In-Fact



(Seal)



(Seal)

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

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

| <u>NAME</u> | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|----------------------------|-----------------|---------------------|
| UK ASTeCC | Lexington, KY | \$774,430 |
| UK Slone | Lexington, KY | \$281,000 |
| EKU Coates | Richmond, KY | \$180,000 |
| FCS - Central Office Bldg. | Lexington, KY | \$210,800 |
| 2 Rivers Center | Covington, KY | \$111,235 |

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

| <u>NAME</u> | <u>LOCATION</u> | <u>CONTRACT SUM</u> |
|-------------------------|-----------------|---------------------|
| UK parking Structure #8 | Lexington, KY | \$993,000 |
| EKU Combs Classroom | Richmond, KY | \$956,000 |
| UK MIK Library | Lexington, KY | \$559,500 |
| BHL Main Hospital | Lexington, KY | \$967,000 |
| VAMC Lexington | Lexington, KY | \$898,000 |

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

| <u>NAME</u> | <u>POSITION DESCRIPTION</u> | <u>NO. OF YEARS WITH BIDDER</u> |
|----------------------|-----------------------------------------|---------------------------------|
| Ronnie Bentley | President | 20 |
| Daniel Foley | Vice President of Safety & Construction | 18 |
| Corey Stevenson | Project Manager Supervisor | 20 |
| Shane Wheeler | Construction Supervisor | 12 |
| Daniel Montaña-Smith | Project Manager | 23 |

11. DBE Participation on current bonded projects under contract:

| <u>SUBCONTRACTORS</u> <u>(LIST)</u> | <u>PROJECT</u> <u>(SPECIFIC TYPE)</u> | <u>DBE</u> | <u>% of WORK</u> |
|----------------------------------------|--------------------------------------------|------------|------------------|
| Lexington Contracting, LLC | LFUCG -Govt Center Elevator Replacement | DBE MBE | 1% |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(USE ADDITIONAL SHEETS IF NECESSARY)

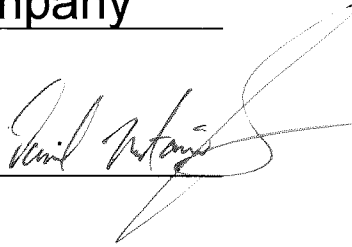
12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers,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

Respectfully submitted:

DC Elevator Company

(Name of Contracting Firm)

BY: Daniel Montano-Smith



TITLE: Project Manager

DATE 2/22/2024

6. LIST OF PROPOSED SUBCONTRACTORS

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

| <u>BRANCH OF WORK-LIST</u> | <u>DBE</u> <u>Work</u> | <u>% of EACH MAJOR ITEM</u> |
|----------------------------------------------------|---------------------------|-----------------------------|
| Electrical & Fire Alarm - Davis H. Elliot Co, Inc. | | 34% of bid |
| Mechanical - Mullis, Inc. | | 7% of bid |
| _____ | | |
| _____ | | |
| _____ | | |
| _____ | | |
| _____ | | |
| _____ | | |

LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid. Cut sheets for all mechanical system must be included with bid submittal.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

| Item | Brand Name, Manufacturer and/or Supplier |
|------|------------------------------------------|
|------|------------------------------------------|

| | |
|--|-------------------------------------------------------------------------|
| | <u>Controllers & Cartop devices - Elevator Controls Corporation</u> |
|--|-------------------------------------------------------------------------|

| | |
|--|-------------------------------------------------------|
| | <u>Pumping Unit - Quality Elevator Products, Inc.</u> |
|--|-------------------------------------------------------|

| | |
|--|------------------------------------------------------|
| | <u>Signal Fixtures - Innovation Industries, Inc.</u> |
|--|------------------------------------------------------|

| | |
|--|----------------------------------------------------------------------|
| | <u>Door Operators and Equipment - GAL Manufacturing Company, LLC</u> |
|--|----------------------------------------------------------------------|

7. **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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) 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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) 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 and Veteran-Owned 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 or delay in contract award.**

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 and/or Veteran 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 and Veteran-Owned businesses to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Procurement Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
 - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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 and Veteran-Owned Businesses to determine their level of interest.
 - j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
 - l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
 - m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must

enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in <https://lexingtonky.ionwave.net>

| Business | Contact | Email Address | Phone |
|-----------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Diversity Council | Susan Marston | smarston@tsmsdc.com | 502-365-9762 |
| Small Business Development Council | Shawn Rogers UK SBDC | shawn.rogers@uky.edu | 859-257-7666 |
| Community Ventures Corporation | Phyllis Alcorn | palcorn@cvky.org | 859-231-0054 |
| KY Transportation Cabinet (KYTC) | Melvin Bynes | Melvin.bynes2@ky.gov | 502-564-3601 |
| KYTC Pre-Qualification | Shella Eagle | Shella.Eagle@ky.gov | 502-782-4815 |
| Ohio River Valley Women’s Business Council (WBENC) | Sheila Mixon | smixon@orwbc.org | 513-487-6537 |
| Kentucky MWBE Certification Program | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| National Women Business Owner’s Council (NWBOC) | Janet Harris-Lange | janet@nwbo.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| LaVoz de Kentucky | Andres Cruz | lavozydeky@yahoo.com | 859-621-2106 |
| The Key News Journal | Patrice Muhammad | production@keynewsjournal.com | 859-685-8488 |



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 23-2024

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

| 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. None | None | None | None | None |
| 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.

DC Elevator Company
Company

02/22/2024
Date

Daniel Montañó-Smith
Company Representative

Project Manager
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 23-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement 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. None | None | None | None | None | None |
| 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.

DC Elevator Company
Company

02/22/2024
Date

Daniel Montañó-Smith
Company Representative

Project Manager
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 23-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

| | |
|----------------------------------------|-------------------------------------------|
| Company Name None | Contact Person None |
| Address/Phone/Email None | Bid Package / Bid Date None |

| 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 | Veteran |
|-----------------------|----------------|-----------------------------------------------|----------------|--------------------------|---------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------|---------|
| None | None | None | None | None | None | None | None | None |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(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.

DC Elevator Company
Company

02/22/2024
Date

Daniel Montaña-Smith
Company Representative

Project Manager
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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 Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 23-2024

Total Contract Amount Awarded to Prime Contractor for this Project None

| | |
|-----------------------------------------|-------------------------------------------|
| Project Name/ Contract # None | Work Period/ From: None To: |
| Company Name: None | Address: None |
| Federal Tax ID: None | Contact Person: None |

| 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 |
|-------------------------------------------------------|---------------------|--------------------------|-------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------|------------------------------|----------------------------|
| None | None | None | None | None | None | None | None |
| | | | | | | | |
| | | | | | | | |

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.

DC Elevator Company

Company

02/22/2024

Date

Daniel Montañó-Smith

Company Representative

Project Manager

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 23-2024

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

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

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

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

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation,

even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

DC Elevator Company

Company 02/22/2024

Date

Daniel Montañó-Smith

Company Representative
Project Manager

Title

Not enough time to contact, perform site with, receive quote from, or vet new and unfamiliar contractors.

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

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Ronnie Bentley

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: QEI Certified

Certified Elevator Technician

Certified Elevator Technician Supervisor

Holder of State of Kentucky Elevator License

NAME OF INDIVIDUAL: Daniel Foley

POSITION/TITLE: Vice President of Safety & Construction

STATEMENT OF EXPERIENCE: QEI Certified

Certified Elevator Technician

Certified Elevator Technician Supervisor

Holder of State of Kentucky Elevator License

NAME OF INDIVIDUAL: Shane Wheeler

POSITION/TITLE: Construction Supervisor

STATEMENT OF EXPERIENCE: Certified Elevator Technician

Certified Elevator Technician Supervisor

Holder of State of Kentucky Elevator License

NAME OF INDIVIDUAL: Corey Stevenson

POSITION/TITLE: Project Manager Supervisor

STATEMENT OF EXPERIENCE: Certified Elevator Technician
Certified Elevator Technician Supervisor
Holder of State of Kentucky Elevator License

NAME OF INDIVIDUAL: Daniel Montaña-Smith

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: Certified Elevator Technician
Holder of State of Kentucky Elevator License

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In

following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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


Signature

DC Elevator Company

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

It is the policy of DC Elevator Company

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: DC ELEVATOR COMPANY

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

Prepared by: _____

(Name and Title)

Date: ____/____/____

Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT

(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: DC Elevator Company

Employee ID: 61-0922853

Address: 709 Miles Point Way, Lexington, KY 40510

Phone: 859-254-8224

Project to be insured: Dunbar and Picadome Elevator Repair

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

| Section Items | Coverage | Minimum Limits and Policy Requirements | Limits Provided To Insured | Name of Insurer | A.M. Best's Code | Rating |
|-----------------------|----------|------------------------------------------------|----------------------------|----------------------------------------------------------------------------|------------------|--------|
| SC-2 – see provisions | CGL | \$1,000,000 per occ. And \$2,000,000 aggregate | \$3,000,000 | Lloyds of London | | |
| SC-2 – see provisions | AUTO | \$1,000,000/per occ. | \$1,000,000 | Phoenix Insurance Company | | |
| SC-2 – see provisions | EXC/UMB | \$5,000,000/per occ. | \$5,000,000 | Arch Speciality Ins. Company Endurance American Speciality Ins. Company | | |
| SC-2 – see provisions | WC | Statutory w/endorsement as noted | \$1,000,000 | First Liberty Ins. Corp. | | |

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

Louisville / AssuredPartners NL

Agency or Brokerage

435 North Whittington Parkway, Suite 300

Street Address

Louisville KY 40206

City

State

Zip

502-259-9282

Telephone Number

Brian Barnes

Name of Authorized Representative

Account Manager

Title

B. I. B.

Authorized Signature

2/21/24

Date

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

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

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations: |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------|
| AS REQUIRED BY WRITTEN CONTRACT | AS REQUIRED BY WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II . Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| AS REQUIRED BY WRITTEN CONTRACT | AS REQUIRED BY WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

PRIMARY INSURANCE ENDORSEMENT

Where you are named as an additional Insured on the policy(ies) of others, this insurance shall only apply in excess of and shall not be contributory with other said policy(ies).

Notwithstanding the above, or any other clauses contained within this insurance, where required by written contract this insurance shall be primary and non contributory to any other valid and collectable insurance.

14. DEBARRED FIRMS

PROJECT NAME: Dunbar and Picadome Elevator Repair

BID NUMBER: 23-2024

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

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

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

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

DC Elevator Company
Name of Firm Submitting Bid


Signature of Authorized Official

UP of Construction
Title

2/22/24
Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: DC Elevator Company

Project: Dunbar and Picadome Elevator Repair

Printed Name and Title of Authorized Representative: Daniel Montañó-Smith - Project Manager

Signature: 

Date: 2/22/24

END OF SECTION



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D. C. Elevator, Inc.
709 Miles Point Way
Lexington, KY 40510

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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

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

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government (LFUCG)
200 East Main St., 3rd Floor
Lexington, KY 40507

BOND AMOUNT: Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

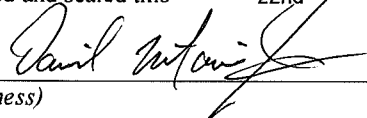
Bid No. 23-2024
Dunbar and Picadome Elevator Repair
Lexington, Kentucky

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

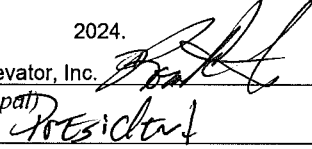
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

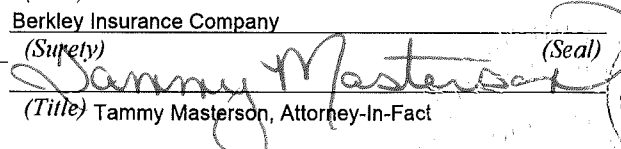
Signed and sealed this 22nd day of February, 2024.

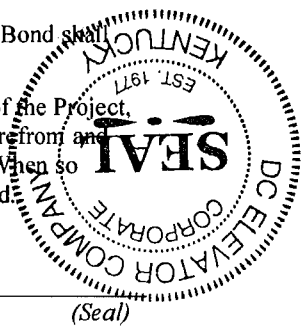

(Witness)

D. C. Elevator, Inc.
(Principal)

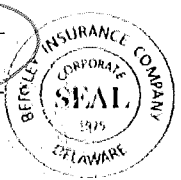

(Title)

Berkley Insurance Company
(Surety)


(Title) Tammy Masterson, Attorney-In-Fact



(Seal)



(Seal)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Tiffany Gobich; Elizabeth Ohl; Sarah Kelsey Becker; Kathrine Krekeler; Mark Nelson; Corie Pfister; Randal Noah; Tammy Masterson; Audria Coleman; Nancy Nemec; or Katie Rose of AssuredPartners NL, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of July, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of July, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 22nd day of February, 2024

Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

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 have ADDITIONAL INSURED provisions or 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 Louisville / AssuredPartners NL 435 North Whittington Parkway, Suite 300 Louisville, KY 40222 | CONTACT NAME: Sarah Atkinson PHONE (A/C, No, Ext): (502) 259-9282 1282 FAX (A/C, No): (502) 259-9282 E-MAIL ADDRESS: sarah.atkinson@assuredpartners.com |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED D.C. Elevator, Inc. 709 Miles Point Way Lexington, KY 40510 | INSURER A : Lloyds of London |
| | INSURER B : Phoenix Insurance Company |
| | INSURER C : Arch Specialty Insurance Company |
| | INSURER D : First Liberty Insurance Corp. |
| | INSURER E : Endurance American Specialty Insurance Co |
| | INSURER F : AIG Specialty Insurance Company |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

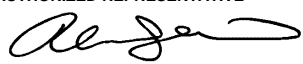
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. | X | | B1749S230072 | 3/1/2023 | 3/1/2024 | EACH OCCURRENCE \$ 3,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 3,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | | | | | | | EBL AGGREGATE \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | | Y8104T364414PHX23 | 3/1/2023 | 3/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | UXP104214802 | 3/1/2023 | 3/1/2024 | EACH OCCURRENCE \$ 2,000,000 |
| | | | | | | | AGGREGATE \$ 2,000,000 |
| | | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC6Z51294593013 | 3/1/2023 | 3/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Excess Liability | | | EXC30004018702 | 3/1/2023 | 3/1/2024 | 2nd Layer (3x2) 3,000,000 |
| F | Pollution Liability | | | CPO32854388 | 3/1/2023 | 3/1/2024 | Aggregate 5,000,000 |

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

RE: Dunbar and Picadome Elevator Repair
Installation Coverage Included: \$1,500,000 Limit / \$1,000

Lexington-Fayette Urban County Government is listed as additional insured on a primary and non-contributory basis with regards to the General Liability and Auto Liability as required by written contract. 30 Day Notice of Cancellation Applies.

| | |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507 | CANCELLATION 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  |

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations: |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------|
| AS REQUIRED BY WRITTEN CONTRACT | AS REQUIRED BY WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II . Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| AS REQUIRED BY WRITTEN CONTRACT | AS REQUIRED BY WRITTEN CONTRACT |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

PRIMARY INSURANCE ENDORSEMENT

Where you are named as an additional Insured on the policy(ies) of others, this insurance shall only apply in excess of and shall not be contributory with other said policy(ies).

Notwithstanding the above, or any other clauses contained within this insurance, where required by written contract this insurance shall be primary and non contributory to any other valid and collectable insurance.



12,000 BTU/H WALL MOUNTED HEAT PUMP SYSTEM

SUBMITTAL COVER SHEET

PROJECT NAME _____

LOCATION _____




ARCHITECT _____

ENGINEER _____

CONTRACTOR _____

REFERENCE _____

SUBMITTED BY _____ DATE _____

| Indoor Unit (IDU): DRAW12F1B | Outdoor Unit (ODU): DRA1U12S1B | Wireless Remote Control |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |

PRODUCT FEATURES

- Wireless Remote Control with "Follow Me" Technology
- Variable Speed Inverter Compressor
- Auto Restart
- Sleep Mode
- Turbo Mode
- 24-Hour Timer Feature
- Quiet operation
- 46°F Freeze Protection
- Low ambient heating down to -13 °F
- Low ambient cooling down to 5 °F
- Included base pan heater
- Refrigerant leak detection
- Anti-corrosive fin coating

| CAPACITIES | | |
|---------------------------|-------------------------------|-------|
| Cooling Capacity (BTU/hr) | Rated at 95 °F | 12000 |
| | Sensible at 5 °F ³ | 8630 |
| | Minimum | 3600 |
| | Maximum | 13300 |
| Heating Capacity (BTU/hr) | Rated at 47 °F | 12000 |
| | Maximum at 5 °F ⁴ | 9500 |
| | Minimum | 4500 |
| | Maximum | 13500 |

| SYSTEM DATA | |
|------------------------------|--------------------|
| Refrigerant Type | R-410A |
| Refrigerant Charge (oz.) | 38.1 |
| Design Pressure (PSIG) | 550/340 |
| Indoor/ Outdoor Coil Coating | Golden Fin Coating |

| EFFICIENCY DATA | |
|-----------------|------|
| SEER2 | 23.1 |
| EER2 | 13.0 |
| HSPF2 | 10.8 |
| SEER | 22.2 |
| EER | 13.0 |
| HSPF | 11.0 |
| COP at 47 °F | 3.40 |
| COP at 5 °F | 1.80 |





12,000 BTU/H WALL MOUNTED HEAT PUMP SYSTEM

SPECIFICATIONS

| LINE SET REQUIREMENTS | |
|---------------------------------|-----------------|
| Connection Type | Flare |
| Liquid | Ø1/4" (Ø6.35mm) |
| Gas | Ø1/2" (Ø12.7mm) |
| Pre-Charge Length | 25' |
| Minimum Length | 10' |
| Maximum Length | 82' |
| Maximum Height Differential | 33' |
| Additional Refrigerant (oz./ft) | 0.16 |

| OUTDOOR UNIT | | |
|---------------------------------------------|--------------------------|-----------|
| Unit Dimensions | Width | 30 1/8" |
| | Depth | 11 15/16" |
| | Height | 21 7/8" |
| Carton Dimensions | Width | 34 15/16" |
| | Depth | 13 1/4" |
| | Height | 24" |
| Net Weight | 63.7 lbs. | |
| Gross Weight | 69.0 lbs. | |
| Cooling Operating Temperature | 5 °F - 122 °F | |
| Heating Operating Temperature | -13 °F - 75 °F | |
| Voltage/Phase/Frequency | 208-230V, 1 Phase, 60 Hz | |
| Voltage Range | 187-253V | |
| Recommended Breaker (Amps) | 15 | |
| Minimum Circuit Ampacity (Amps) | 13 | |
| Communication Wire Size | 14*4 AWG Stranded | |
| Rated Current - Cooling (Amps) ¹ | 4.05 | |
| Rated Current - Heating (Amps) ² | 4.5 | |
| Sound Pressure (dB(A)) | 53.5 | |

| INDOOR UNIT | | |
|------------------------------|---------------|-----------|
| Unit Dimensions | Width | 31 9/16" |
| | Depth | 7 7/8" |
| | Height | 11 5/8" |
| Carton Dimensions | Width | 34 7/16" |
| | Depth | 11 1/4" |
| | Height | 14 15/16" |
| Net Weight | 18.7 lbs. | |
| Gross Weight | 24.3 lbs. | |
| Indoor Unit Air Flow (CFM) | Low | 153 |
| | Medium | 194 |
| | High | 291 |
| Moisture Removal (Pints/day) | 78.24 | |
| Drain Port O.D. | Ø5/8" (Ø16mm) | |
| Recommended Breaker (Amps) | 15 | |
| Sound Pressure (dB(A)) | Low | 25 |
| | Medium | 36 |
| | High | 42 |

| COMPRESSOR | |
|------------------|--------------------|
| Type | DC Rotary Inverter |
| Oil Type | Ester Oil VG74 |
| Oil Charge (oz.) | 10.5 (310 ml) |

¹ Measured at 95 °F.

² Measured at 47 °F.

³ Sensible Capacity: Indoor 80 °F DB, 67 °F WB // Outdoor 5 °F DB, 4 °F WB

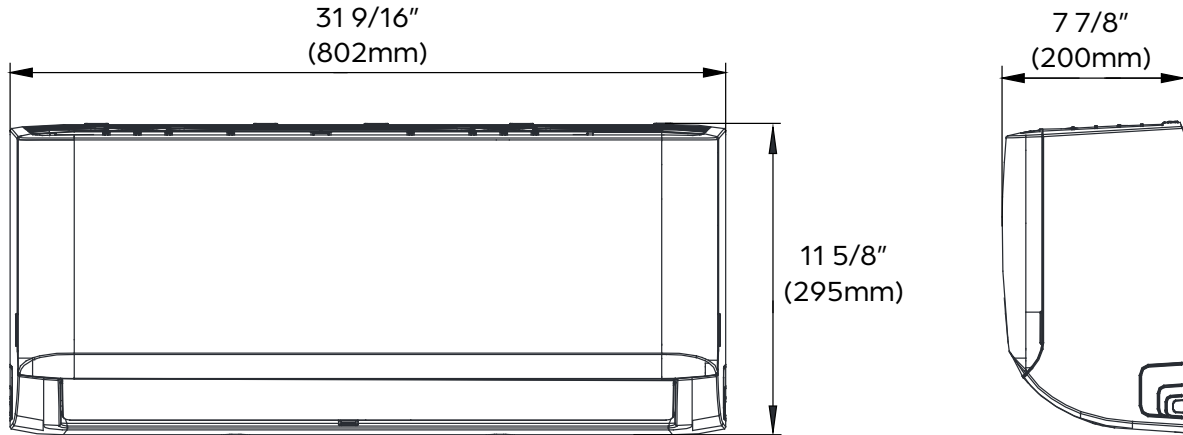
⁴ Maximum Capacity: Indoor 70 °F DB, 67 °F WB // Outdoor 5 °F DB, 4 °F WB



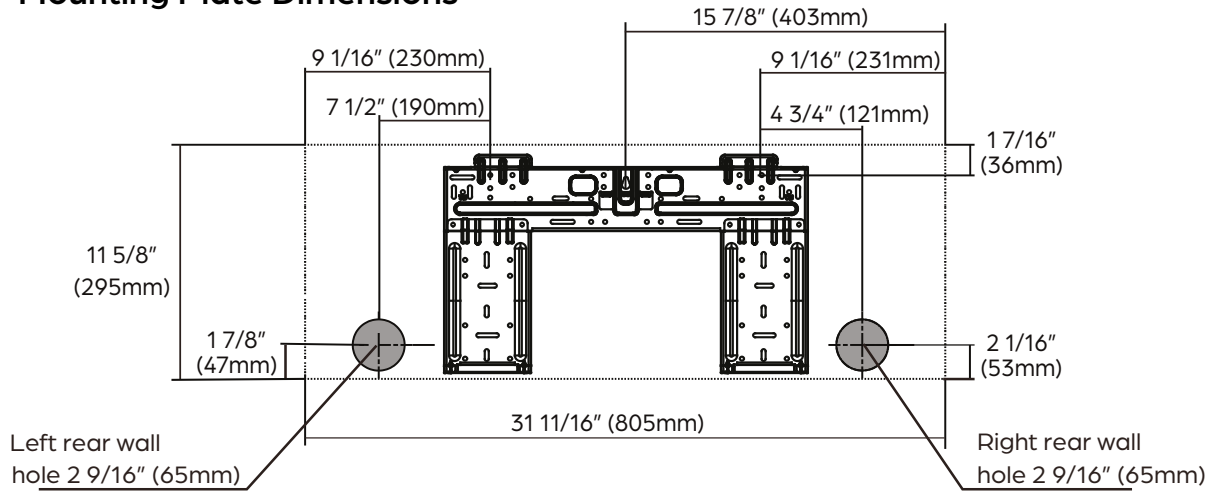
12,000 BTU/H WALL MOUNTED HEAT PUMP SYSTEM

IDU DIMENSIONS - DRAW12F1B

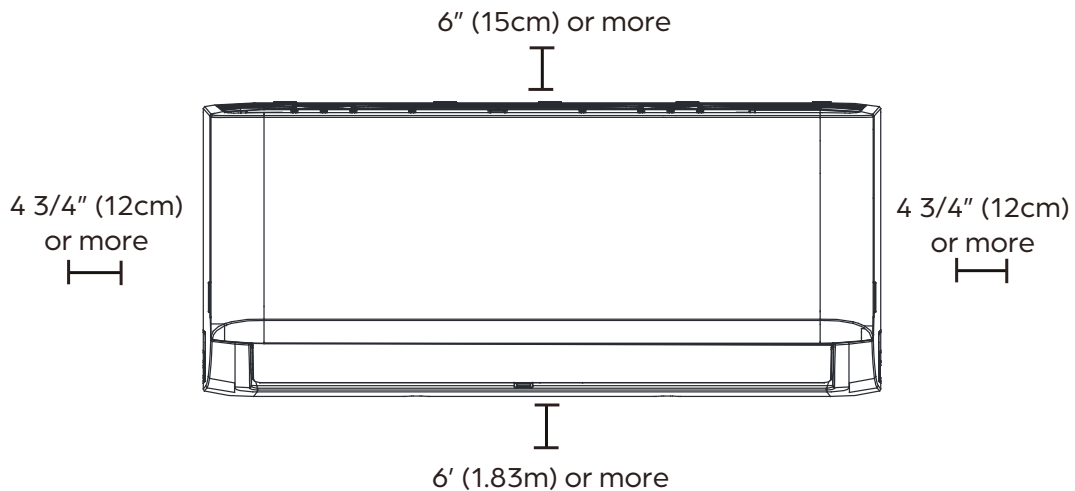
Unit Dimensions



Mounting Plate Dimensions



Clearance Distances

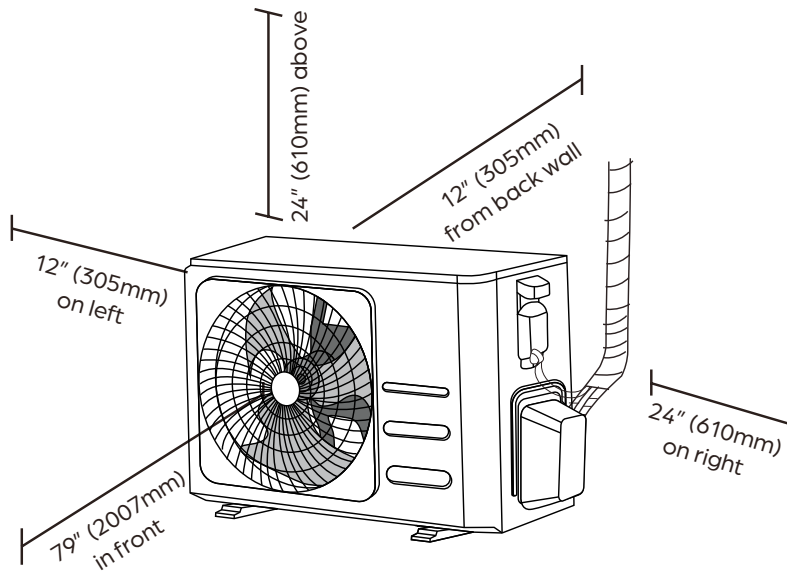




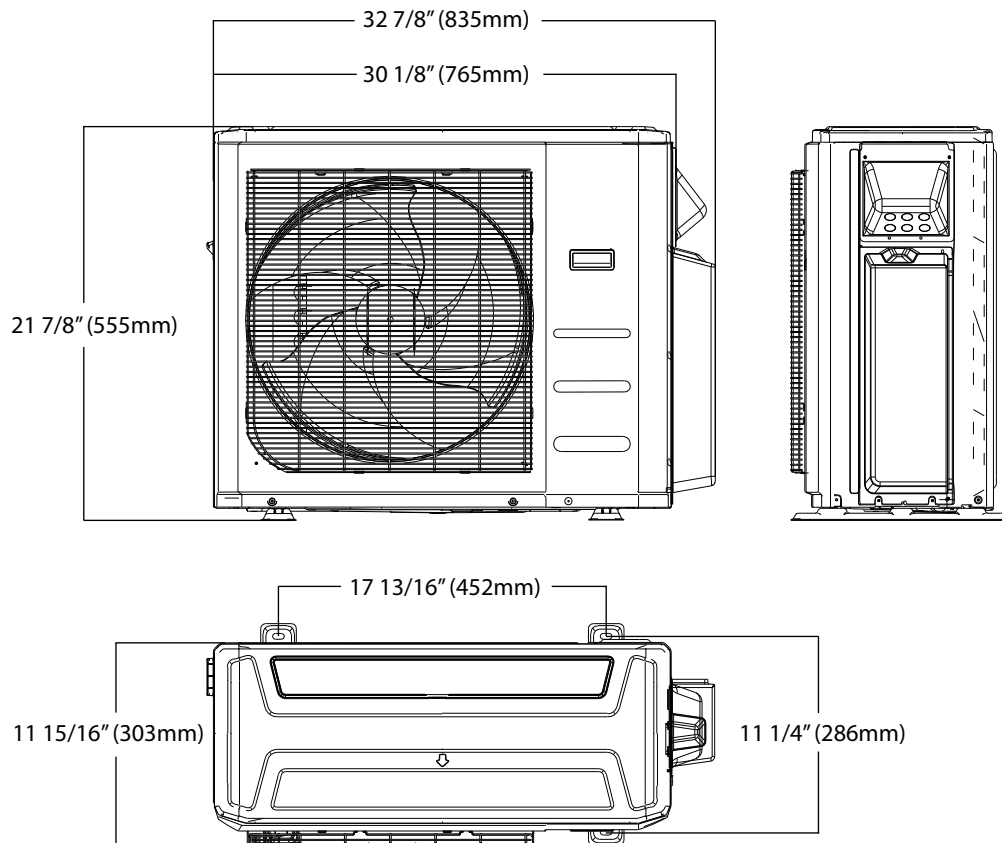
12,000 BTU/H WALL MOUNTED HEAT PUMP SYSTEM

ODU DIMENSIONS - DRA1U12S1B

Clearances



Dimensions



NOTE

Illustrations in this document are for explanatory purposes. The actual shape of your mini-split equipment may vary slightly.

Pixel AC & DC

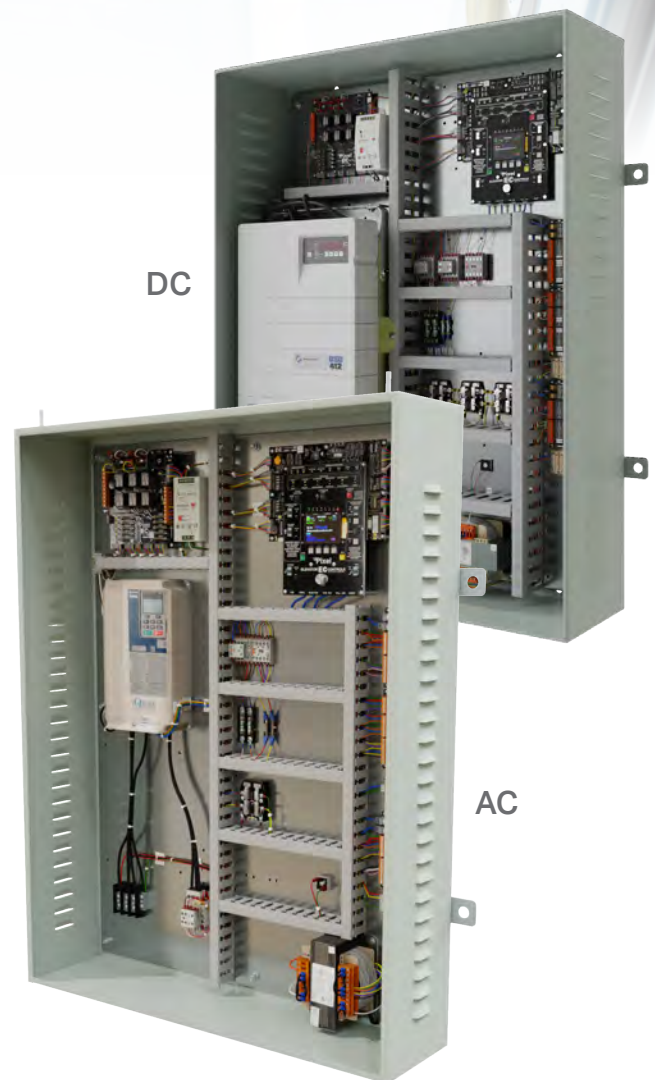
Control Systems

THE COMPLETE TRACTION CONTROLLER SOLUTION

Powerful control technology that's easy to use

BENEFITS

- **Vertically Integrated System:** Pixel uses advanced technology and software, along with components and mounting kits, engineered to work together to provide labor and material savings on every job. No additional service tools are required at any time.
- **3-Points of Access:** Allows car diagnostics and adjustments to be made from each access point providing convenience, safety, and labor efficiencies.
- **User Interface:** Full-color LCD screen is simple to read, easy to learn, intuitive to navigate, and is the same platform for all Pixel models (hydro, traction and MRL).
- **TOC-COP Harness:** Cables and I/O inputs are labeled for ease of installation and to significantly reduce wiring errors.
- **Landa Absolute Positioning System:** Provides exact car positioning at all times within the hoistway with no magnet or floor switch placement, which saves time and eliminates maintenance.



DC

AC



A VANTAGE Company

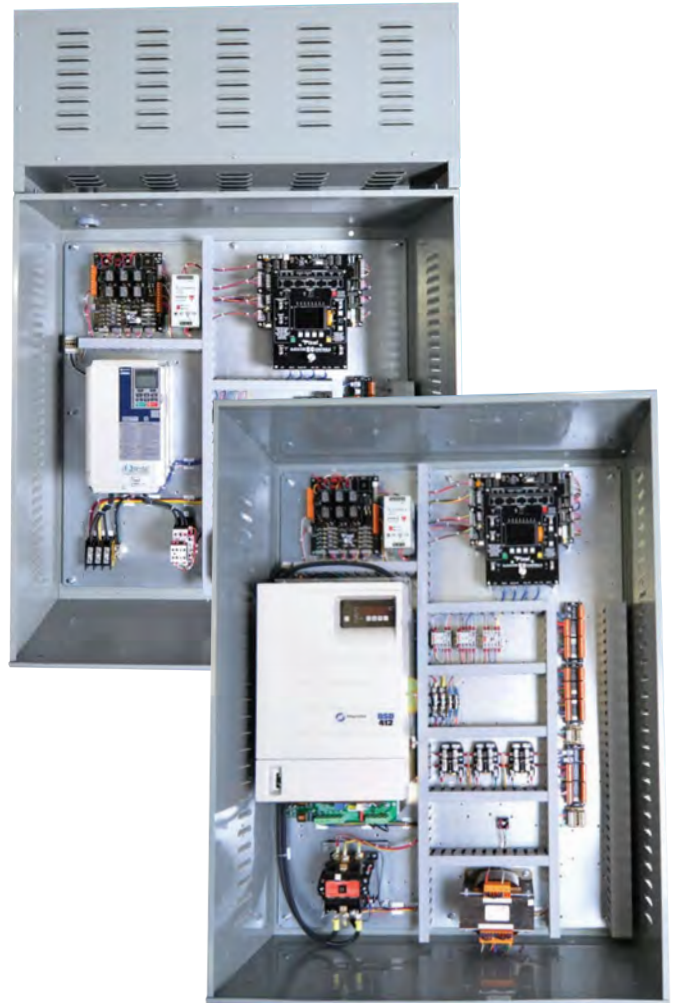
6150 Warehouse Way
Sacramento, CA 95826
Ph: 916-428-1708
Fax: 916-428-1728
info@elevatorcontrols.com
www.elevatorcontrols.com

REGIONAL SERVICE CENTERS

Miami – 877.241.9354
Chicago – 877.300.5830
Los Angeles – 877.300.5816
New York – 347.226.4555
Toronto – 888.425.2262

FEATURES

- Comes complete with main controller, cartop processor, car operating panel processor, Landa™ Absolute Car Positioning System and all required hall fixture nodes – based on each elevator’s installation requirements
- CAN-bus serial communication, easy wiring package
- Set and forget Landa™ Positioning System
- A17.1-20XX/B44-XX safety code compliant
- Intuitive ‘Touch & Go™’ on-board user interface, available at three points of access (machine room, inside cab, cab top)
- Field-programmable ‘personality’ parameters
- Seamless integration with EC’s Interact™ and IDS LiftNet™ monitoring systems
- Real-time, virtual technical support via Remote Assist™



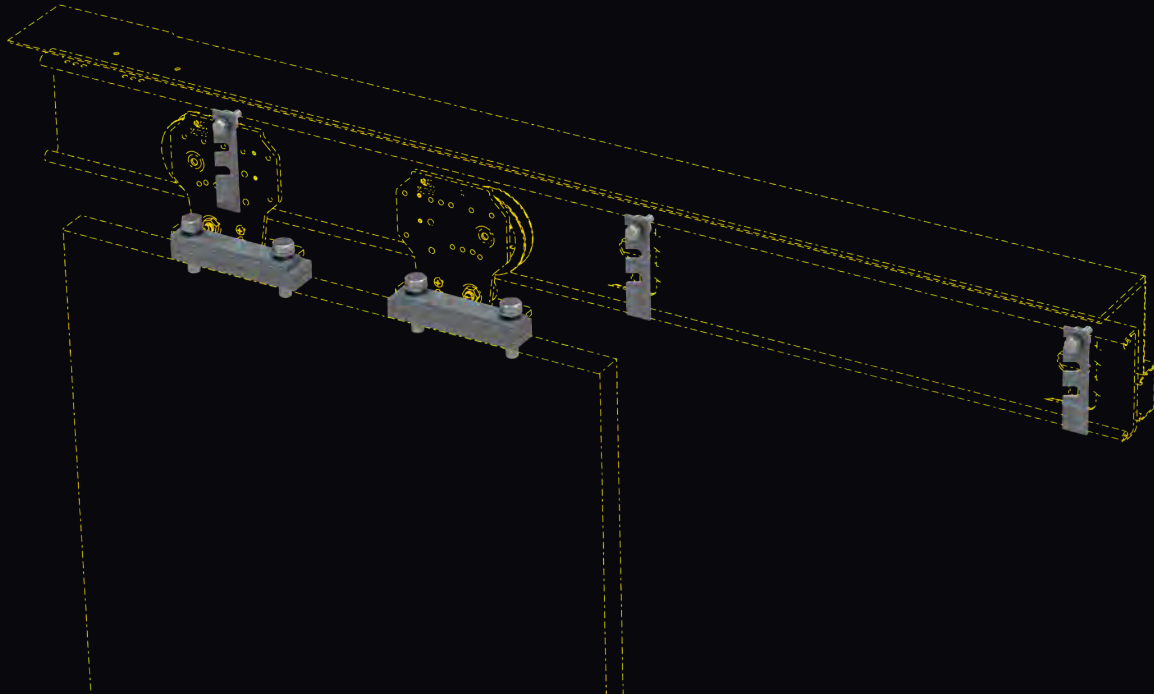
SPECIFICATIONS

| | |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ELEVATOR TYPE | Traction – Geared, Gearless |
| BUILDING TYPE | Low Rise, Mid Rise, High Rise |
| SPEED | 1400 fpm (7 mps) |
| LANDINGS | Up to 128 |
| DISPATCHING | Simplex; Groups up to 12 Cars |
| AC MOTOR CONTROL TECHNOLOGY | <ul style="list-style-type: none"> – Position and Velocity Feedback – Flux Vector Control – PM Synchronous Motor Control – Line Regenerative Drive – Quattro™ AC Motor Control |
| DC MOTOR CONTROL TECHNOLOGY | <ul style="list-style-type: none"> – Position and Velocity Feedback – Regenerative DC-SCR Control – Quattro™ DC Motor Control |



Save time with the intuitive Touch & Go™ on-board user interface, available at three points of access (machine room, inside cab, cab top)

Conversion Kit: Dover Hatch Unistrut to GAL Track



PRE-ENGINEERED GAL CONVERSION KIT Adapts Dover Unistrut Hatch Header Style for GAL "A" Tracks

For many years GAL has offered custom-made solutions to adapt existing Dover Hatch Unistrut to mount GAL tracks. These modernizations are typically tricky because the unistrut is welded to the hatch header and cannot be easily removed, plus it's difficult and time consuming to survey the existing conditions. Now, we've generalized this kit to work for all Dover Hatch Unistrut applications with added instructions.

This kit provides all additional parts needed for a track installation. Customers only need to order (1) part number per opening to receive all necessary components.

BENEFITS

- Includes everything needed to convert the door equipment to GAL parts (Hanger assembly ordered separately)
 - Hanger adaptors, spacers, and longer bolts
 - Track spacers and additional bolts
- Dimensions range
 - Single Speed: Up to 48" opening
 - Two Speed: Up to 72" opening
 - Center Parting: Up to 59" opening
- Available for center parting, single speed, and two speed
- Easy to convert. Special surveys not necessary
- Used with GAL's "A" series of hatch tracks
- Only 1 part number per landing



MODERNIZATION KITS

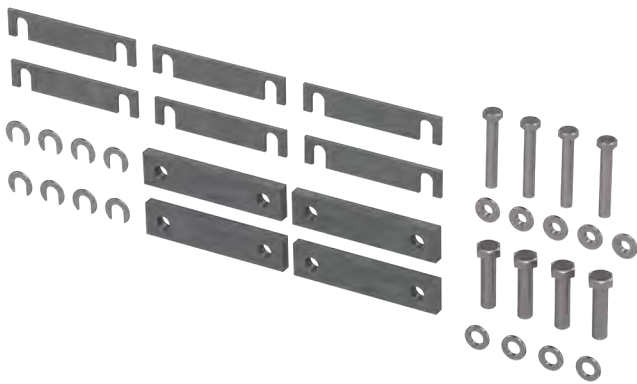
KIT05-2001N - Dover Unistrut to GAL A Track Kit - Single Speed

KIT05-2002N - Dover Unistrut to GAL A Track Kit - Center Parting / Two Speed

CONTENTS OF EACH KIT

Sheave Mounting Hardware

KIT05-2001N: QTY 1
KIT05-2002N: QTY 2



Track Spacers and Mounting Hardware

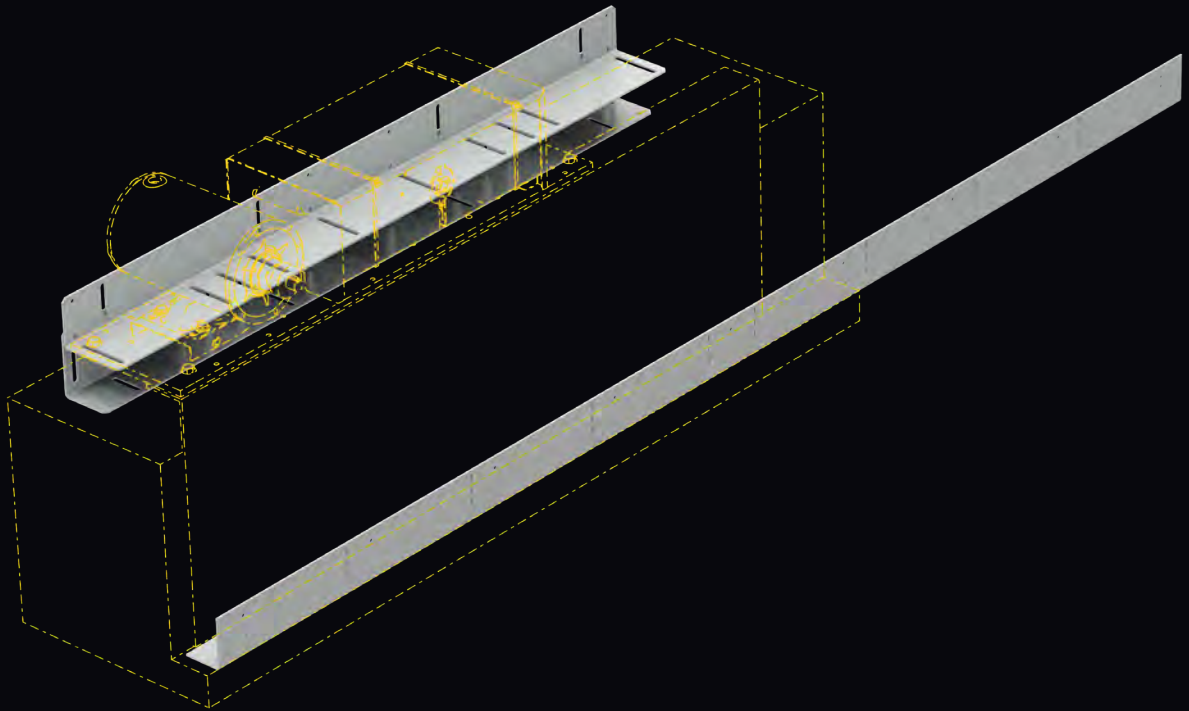


**INSTALLATION
MANUAL**

**Scan the QR code
to checkout our
other Mod Kits**



Universal Header and Operator Mounting Kits



PRE-ENGINEERED GAL MOUNTING KIT for GAL Headers and Operator

For those jobs where you need header mounting angles or operator supports, GAL has you covered. No need to spend time and money finding a local vendor to fabricate these or cobble together on site. GAL's Universal Header and Operator Mounts come pre-drilled and laid out for our header mounting patterns and operator footprints. Mounting hardware is included, your solution is just one part number away!

BENEFITS

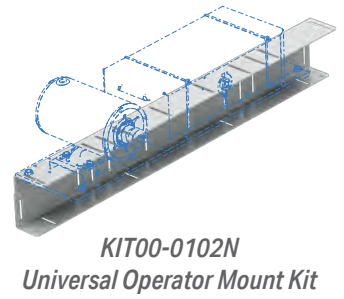
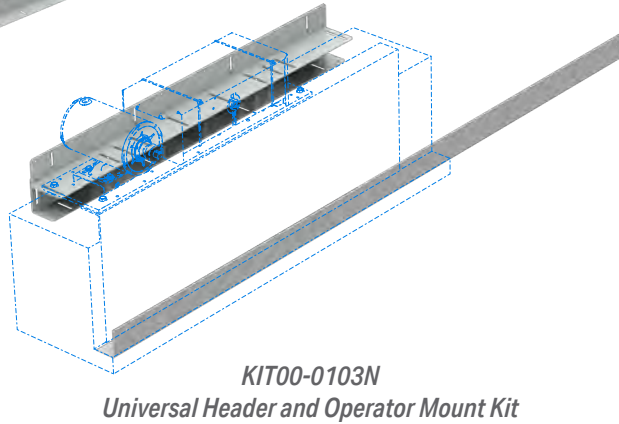
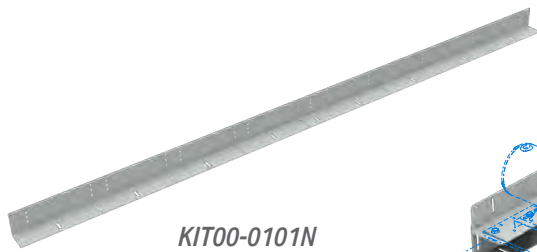
- Kits are designed to mount all GAL header lengths
- The Header Mount comes with a predrilled and tapped mounting pattern for all GAL headers
- Adjustable brackets allow for the Operator Back Support to cover a height of up to 6"
- Pre-engineered mounting pattern for most GAL operators
- Only 1 part number needed, all material and hardware is included

STANDARD FEATURES

- Header mount can be used for all opening widths
 - Perforations allow for cutting to proper length
- Operator mount can be used to support MOST operators by GAL
- Support angles can be configured to support up to 6" from the base of the operator to the top of the cab



MODERNIZATION KITS



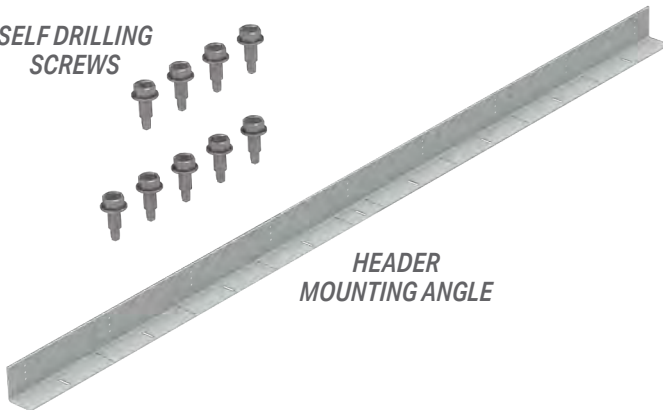
CONTENTS OF EACH KIT

Header Mount Kit & Combined Kit

**SELF DRILLING
SCREWS**

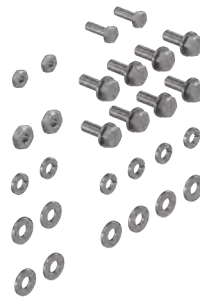


**HEADER
MOUNTING ANGLE**

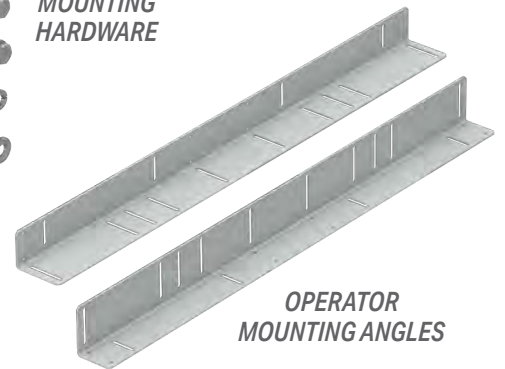


Operator Mount Kit & Combined Kit

**MOUNTING
HARDWARE**



**OPERATOR
MOUNTING ANGLES**



**INSTALLATION GUIDE
(ALL KITS)**

**Scan the QR code
to checkout our
other Mod Kits**



50 E. 153rd St.
Bronx, NY 10451-2104
Ph: 718.292.9000
Fax: 718.292.2034

info@gal.com
www.gal.com
sales@vantageelevation.com
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VANTAGE
THE POWER TO MOVE
REGIONAL SERVICE CENTERS

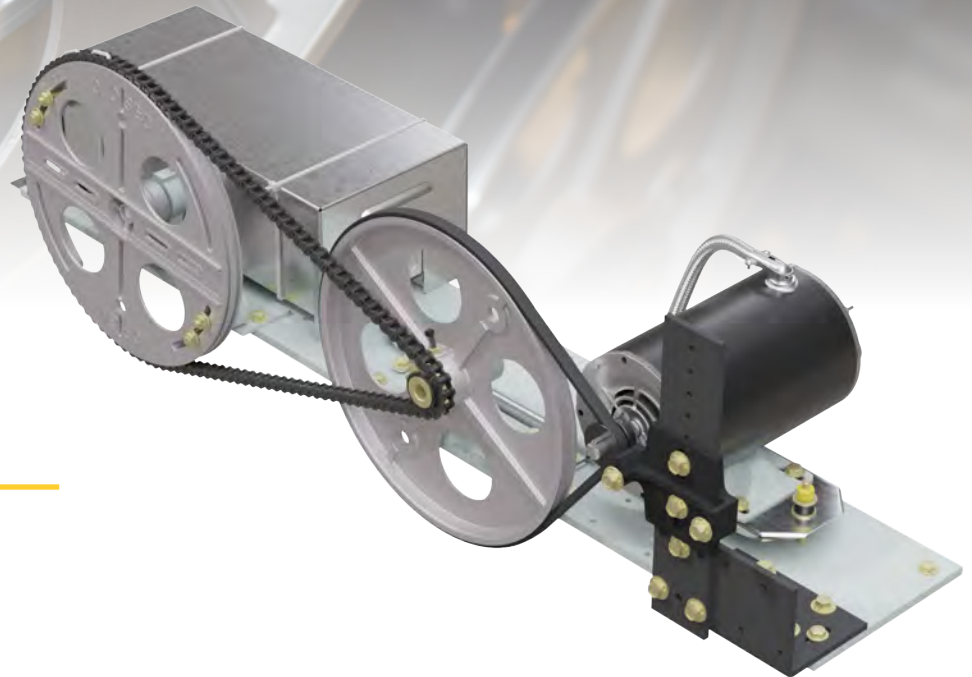
Chicago 877.300.5830
New York 917.336.4597
Miami 877.241.9354
L.A. 877.300.5816
Dallas 469.706.9316
Toronto 888.425.2262

MOVFR II

Door Operator

PERFORMANCE THAT'S TOUGH TO BEAT

Intelligent design.
Legendary reliability.



BENEFITS

THE SOLID ANSWER FOR DEMANDING APPLICATIONS:

- Heavy-duty 1/2 HP, 230 volt AC motor (3-phase, 60 Hz, 1140 RPM) can quietly handle any application
- Handheld parameter management allows quick door setting replication across units as well as fast and easy motion tuning
- PC board with a variable frequency (VVVF) closed loop drive provides consistent door timing with no need for an encoder
- Programs quickly and easily (parameter unit and device work together)
- Adapts to all OEM and independent cabs and doors with optical closed loop feedback
- True 'Plug-and-Play' detector installation



A VANTAGE Company



A VANTAGE Company

6500 Gottardo Court
Mississauga, ON L5T 2A2
Ph: 416.747.7967
Fax: 41-747.9035
info@galcanada.com
www.galcanada.com

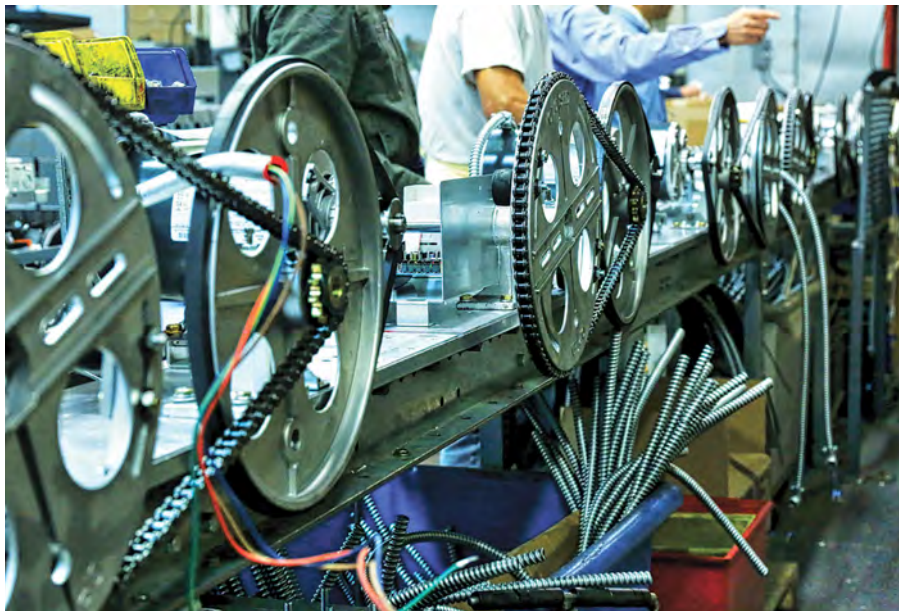
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REGIONAL SERVICE CENTERS

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Los Angeles – 877.300.5816
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Toronto – 888.425.2262

STANDARD FEATURES

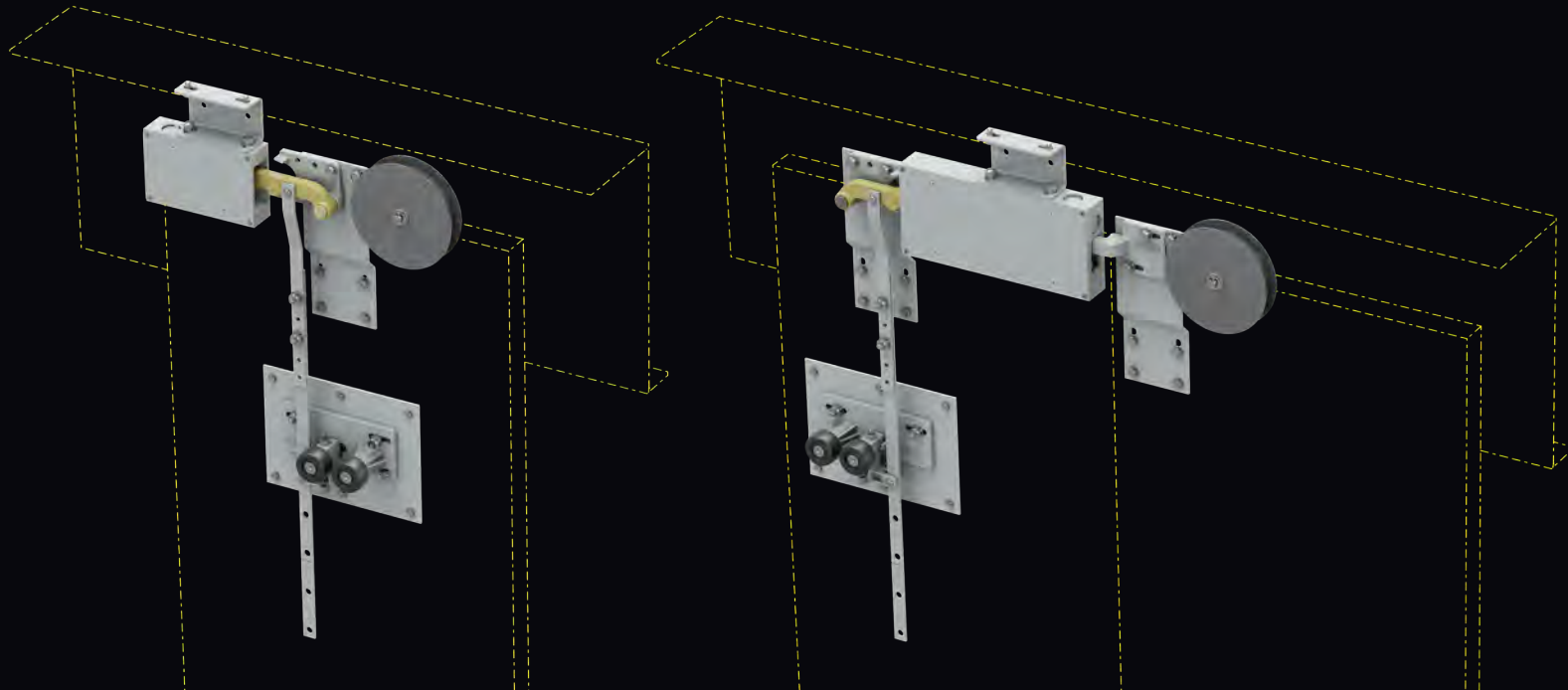
- Quick and easy LED display keypad programming allows complete control for all speeds, torques, acceleration, and deceleration
- Download operating parameters for one operator for easy upload to others, great for multi-car banks
- Electronic door position optical cams with sequential lights displaying speed and door positions
- Over current re-open and DPM fault monitor signals
- Universal inputs accept control signals from dry contacts to signal voltages from 12-230V, AC or DC
- Output contacts including door open limit, door close limit, re-open signal, and DPM signal are rated at 230V, 10 amp AC
- Portable PU04 unit lets you easily modify preset parameter values, capable of holding 5 complete sets (1 working set, 4 defaults)
- Available for left- and right-hand doors (center-parting doors use a variation of the left-hand door operator)
- Drives Available: 230 VAC/115 VAC



OPTIONAL FEATURES

- Optional 'heavy door' input to maximize door performance and still meet the kinetic energy requirements found in ASME A17.1 - 2000 + codes
- Water-resistant model available: Controls encased in gasketed housing, motor rated for 'wash down' duty, water-resistant grommets for wiring
- GAL offers GAL SCANGuard, Formula Systems and Tri-tronics edges which plug directly into MOVFR Operator, saving hours on installation

GAL Universal Interlock Kit



INTRODUCING GAL UNIVERSAL INTERLOCK KIT to install GAL's MOH or MOCPH interlocks in most existing hoistways

GAL has sold interlock adaptor plates and angles for years. Now we've put together those adaptors with the interlock assembly and all necessary installation hardware. No need to source additional nuts and bolts. It's all included, just order (1) part number per landing!

BENEFITS

- These kits are based on classic GAL parts, using standard, non-proprietary equipment (MOH and MOCPH)
- CSA/UL Certified where applicable
- Kits cover most common door openings
- Kits allow the retention of the existing hatch header, tracks and hangers, and can include reel closers if requested
- Used with GAL's LW series of clutches
- Only 1 part number per landing!

STANDARD FEATURES

- Available for center parting, single speed, and two speed
- Standard drilling templates available for standard dimensions range
 - Car and hatch doors the same height
 - Door height 87" or less.
- **CONTACT GAL IF EXISTING DOORS EXCEED THE BELOW.**
- Standard dimensions range
 - Center Opening: 30"-59"
 - Single Speed: 22"-60"
 - Two Speed: 30"-60"

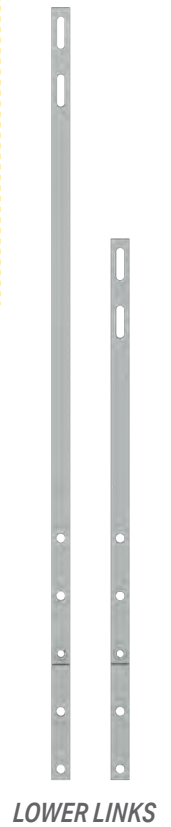
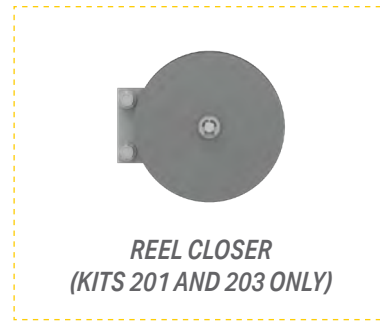
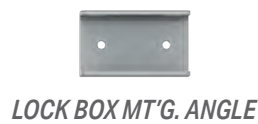
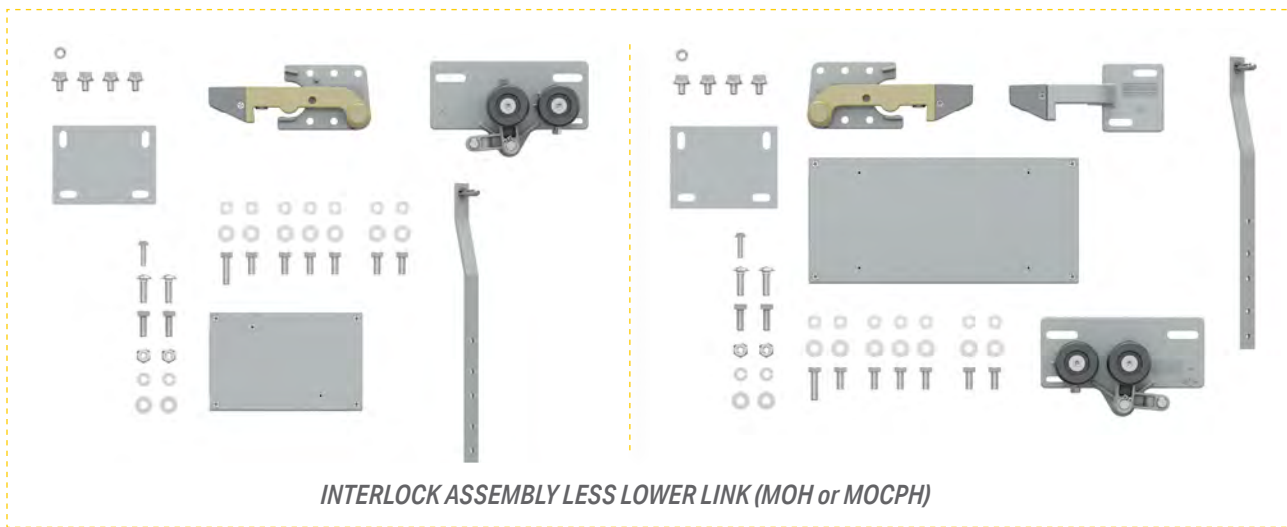


MODERNIZATION KITS

| KIT | INCLUDES REEL CLOSER | SS | 2SP | CP |
|---------------|----------------------|-----|------|-----|
| KIT00-0201L/R | Yes | Yes | Yes* | No |
| KIT00-0202L/R | No | Yes | Yes | No |
| KIT00-0203N | Yes | No | No | Yes |
| KIT00-0204N | No | No | No | Yes |

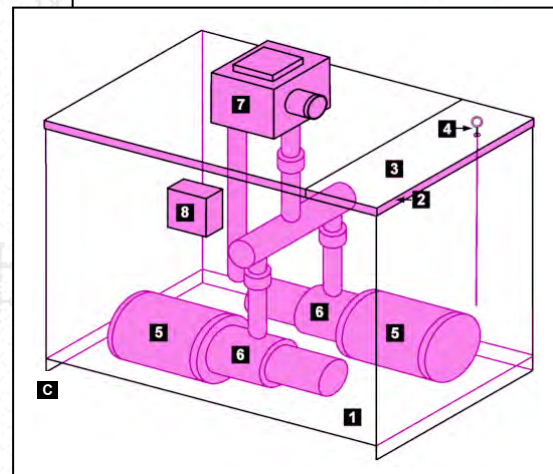
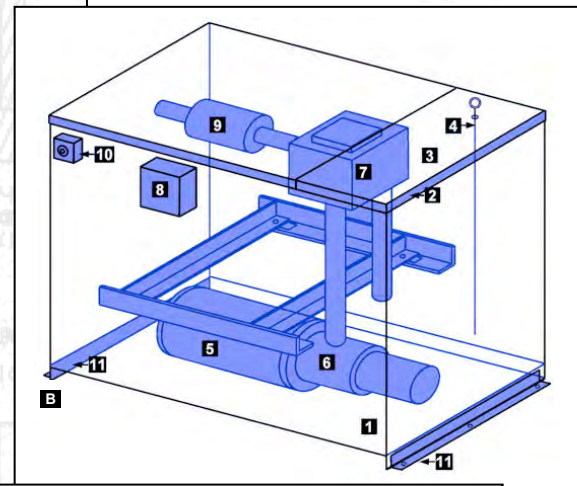
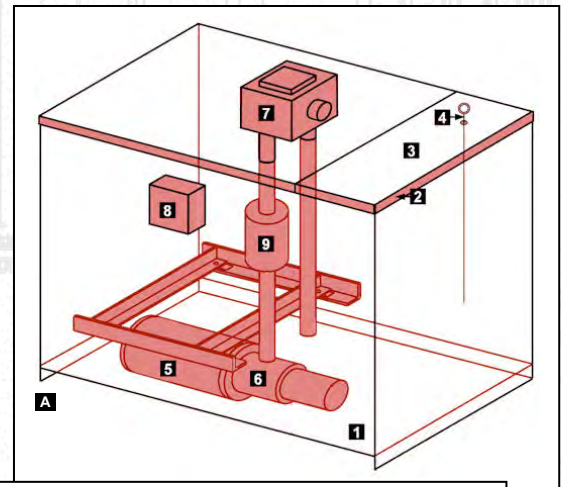
* If an existing way of relating the fast and slow doors is being retained, this kit can be used.

CONTENTS OF EACH KIT

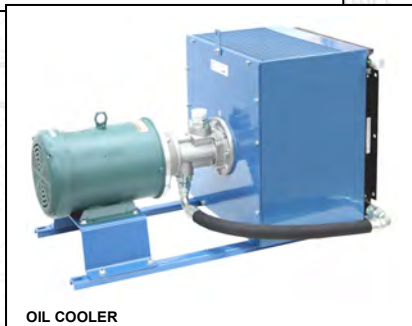


HYDRAULIC ELEVATOR SUBMERSIBLE POWER UNITS AND ACCESSORIES

- CSA Approved valve & motor
- Top mounted valve for ease of adjustment
- Pumps range from 32-270 GPM
- Motors range from 10 HP to 70 HP
- Positive displacement screw pump
- Direct coupled pump and motor submerged in oil
- Low noise operation with anti-vibrations mounts
- Valve pressure gauge quick connector H1-63
- Adjustable oil thermostat 85-230 °F
- Seismic brackets
- Customized to meet nearly any special project



OIL CHILLER



OIL COOLER



ACCESSORIES

EXAMPLES

A VALVE OUTSIDE, JACK TO RIGHT, MUFFLER INSIDE

B VALVE & MUFFLER INSIDE, JACK TO LEFT, SEISMIC BRACKETS, OIL THERMOSTAT

C VALVE OUTSIDE, JACK TO RIGHT, DUAL PUMP/MOTOR

1 POWER UNIT TANK **2** TANK COVER WITH 5/8" DOWNWARD LIP **3** ACCESS COVER

4 OIL DIPSTICK **5** SUBMERSIBLE MOTOR **6** SUBMERSIBLE PUMP **7** VALVE

8 ELECTRICAL BOX **9** MUFFLER **10** OIL THERMOSTAT **11** SEISMIC BRACKETS

Quality Elevator Products power units are built for low noise operation and easy maintenance accessibility. We manufacture the power units in house for nationwide shipment. Quality Elevator Products has a large inventory of components, which generally allows power unit fabrication within 3-5 days. Our power units are designed and manufactured to conform to ASME A17.1.

Power Unit Components

Motors

- Imperial Motors • SB Motori
- 200VAC, 230VAC, 460VAC, 575VAC, 1 or 3 Phase 60Hz
- 80 Starts/Hr. • 15-70HP

Pumps

- Allweiler • IMO • Seim
- 400PSI Max. • 250GPM Max.

Valves

- Maxton • EECO • Blain
- 120-440VAC • 12-120VDC

Oil lines

- 1.5"-3" NPT or Victaulic
- Directed to right, left, front, back, or up



Standard Tank Sizes

| Tank | HP | GPM | Oil Line Size / GPM | Oil Gal. Permanent / Transferable | Tank Dimensions | Tank Footprint* |
|-------|-------|---------|---------------------|-----------------------------------|--------------------|-----------------|
| SK-32 | 10-20 | 56-60 | 1.5" / 70 | 35 / 38 | 32"W x 18"D x 36"H | 36"W x 18"D |
| | 10-30 | 77-96 | 2.0" / 134 | | | |
| SK-36 | 25-40 | 104-106 | 2.5" / 206 | 38 / 60 | 36"W x 18"D x 42"H | 40"W x 18"D |
| | 25-40 | 121-123 | | | | |
| SK-48 | 30-60 | 162-200 | 3.0" / 270 | 76 / 122 | 48"W x 23"D x 48"H | 52"W x 23"D |
| | 40-60 | 217-213 | | | | |
| SK-60 | ≤ 70 | ≤ 250 | 3.0" / 270 | 159 / 215 | 60"W x 32"D x 50"H | 64"W x 32"D |
| SK-72 | ≤ 70 | ≤ 250 | 3.0" / 270 | 202 / 258 | 72"W x 36"D x 58"H | 76"W x 36"D |

Note:

Custom size tanks are available.

*Two seismic brackets add 4" to the footprint width.

Power Units Customization

- Valve inside the tank
- Control valve NPT or grooved
- Down speed regulated valve
- Shut off valve
- Rupture valve
- Muffler external
- Muffler in tank
- Isolation coupling
- Oil pressure switch
- Oil heater in tank
- Oil cooler external
- Oil chiller external
- Oil level sight gauge
- Oil level switch
- Oil pressure gauge
- Oil return scavenger pump
- Oil breather filter
- Additional electrical enclosure
- Phase monitors and motor starters, wired or unwired
- Unistruts for controller mounting
- Dual pump /motor power units
- Dual tanks power units
- Custom oil line length, threaded or grooved
- Custom size tanks

**QUALITY
ELEVATOR PRODUCTS, INC.**



**Choices.
Quality.
Solutions.**

INNOVATION

 **INNOVATION**
INDUSTRIES INC
ELEVATOR FIXTURES & PUSH BUTTONS

Over 50 Years of Unmatched Performance.

Choices. Quality. Solutions.

Applied Car Stations

2

NEMA

5

Swing

6

Surface Mount

7

Hall Stations

8

Lanterns

10

Buttons

11

Metal Options

17



Since our beginning in 1972, Innovation Industries has become a trusted leader in the design, manufacturing and marketing of the most extensive line of premier elevator fixtures, push buttons and accessories in the industry. With almost 200 highly skilled industry specific designers, technicians and support employees working from a 73,000 square foot world-class facility, our products represent the best the industry

has to offer. Every Innovation product is designed and built in the U.S.A. to the highest standards of quality as indicated by our ISO 9001 certification and are available with the shortest lead times for both stock and custom products.

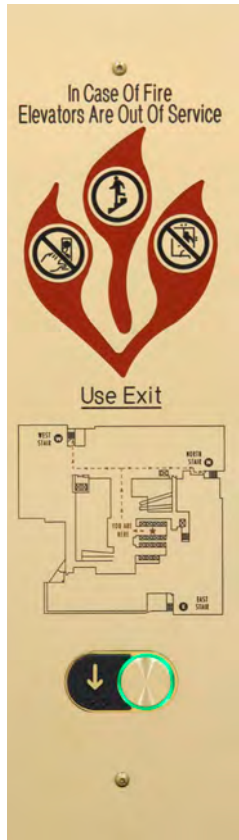
With decades of experience supporting service companies, end users and OEMs, you will find our products hard at work in practically every application imaginable. Our commitment to excellence is the benchmark for everything we have made for the past 50 years.

Innovation is our name and you can expect to see it in every product and service we provide our customers...today and tomorrow.



INNOVATION
INDUSTRIES INC
ELEVATOR FIXTURES & PUSH BUTTONS

INNOVATION



Applied Car Stations

Our car stations offer an unlimited number of push button/braille combinations, keyswitches, metals and finishes for standard duty use as well as an almost endless variety of components to meet the most demanding applications.

All car station available options include:

- NEMA 4 / 4X Design
- Fireman's Service Cabinets
- Attendant Cabinets
- Digital Position Indicators
- Voice Annunciators
- Prewired
- Emergency Light
- Custom keyswitches
- Floor Lock Outs
- Handsfree Phones
- Certificate Windows
- Custom Engraved Logos
- Painted Finish
- Oxidized Finish (muntz or bronze)
- ASME 2019 Enhanced Communication Feature
- Mounting provisions for customer supplied items
- Card Readers
- Intercoms
- Video Displays

See pages 12-17 for complete push button and metal options or check out our website.



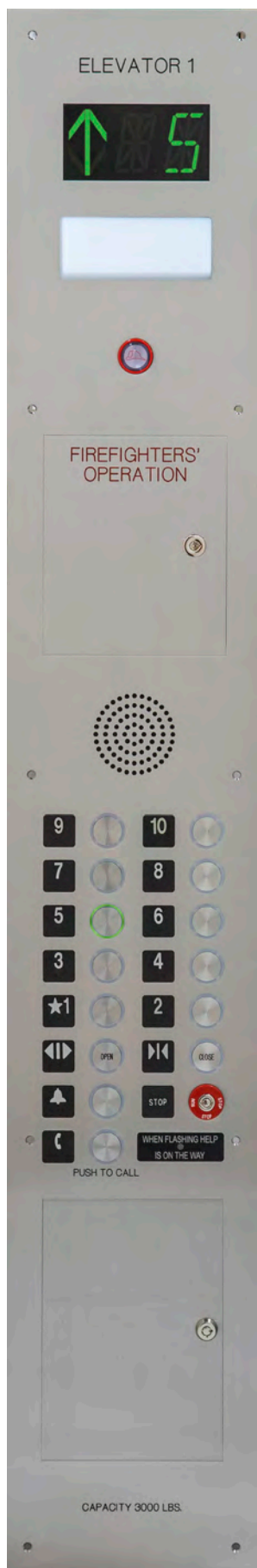
PB-1, Brushed Stainless Steel



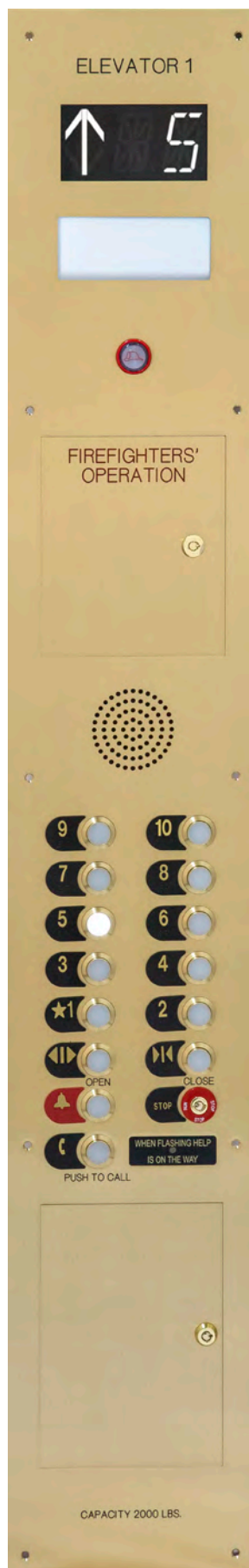
PB-35, Brushed Stainless Steel



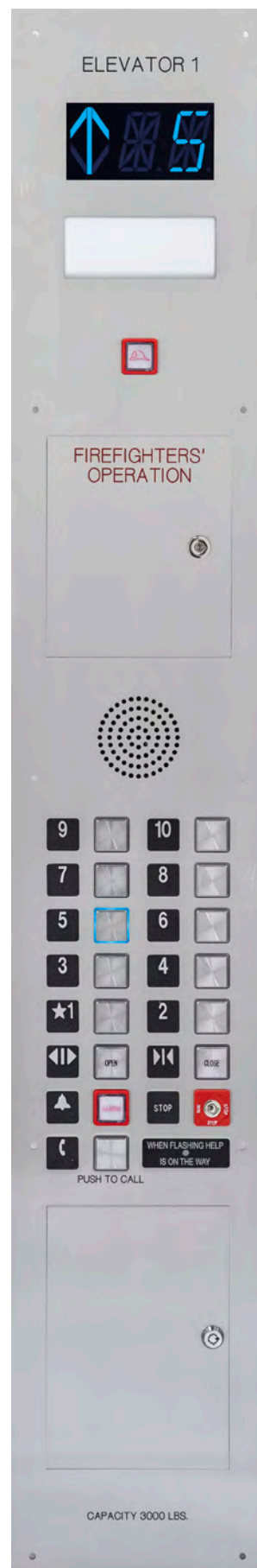
PB-23, Brushed Stainless Steel Vandal Resistant



PB-72, Brushed Stainless Steel Vandal Resistant



PB-69, Brushed Muntz Vandal Resistant



PB-68, Brushed Stainless Steel

INNOVATION



PB-35, Black



PB-35, Stacked Muntz on Mirror

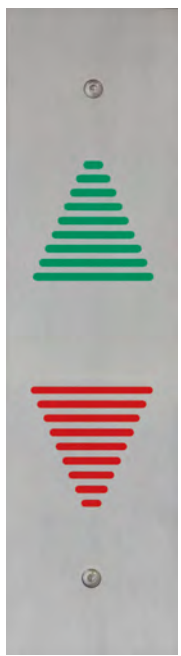


PB-25, Oxidized Muntz Medium

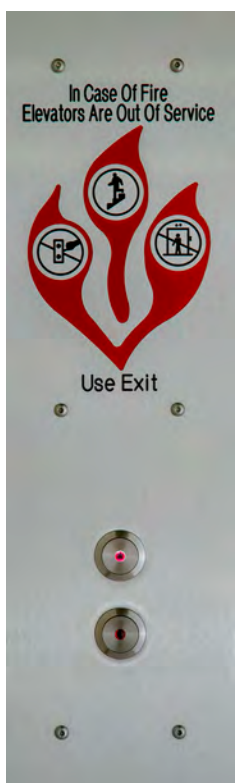
NEMA 4 / 4X

Neither rain, sleet, snow, dirt, dust or corrosive environments can stop our NEMA 4 / 4X fixtures and push buttons from doing their job. Every NEMA 4 / 4X fixture and pushbutton are certified compliant to operate under the toughest conditions.

See pages 12-17 for complete push button and metal options or check out our website.



PB-46, Stainless Steel



PB-46, Stainless Steel

PB-46, Stainless Steel

Swing Return

Innovation offers a complete custom swing return or OEM retro fit for an easy to install one-piece unit. Designed and built for applications ranging from standard designs to custom cabs in all shapes and sizes.

Some standard features include:

- Available with a new back box (dustcover) or custom designed to mount to the existing back box.
- Available in Nema 4 and Nema 4X.
- Available in stainless, muntz and bronze.

See pages 12-17 for complete push button and metal options or check out our website.



PB-23, Brushed Stainless Steel

PB-35, Brushed Stainless Steel

PB-72, Brushed Stainless Steel

Surface Mount

Innovation offers a large selection of surface mount hall fixtures in every shape and size you can imagine. Our position indicators and lanterns are proven to perform to the highest degree. We utilize state-of-the-art technology to meet all of your design and code requirements.

- Three standard metals available (stainless, muntz, bronze)
- Three standard finishes available



Illusion

PH

Ultra

Premier

See pages 12-17 for complete push button and metal options or check out our website.



Available in four Innovation signature styles featured above.

- All of which can be even further customized with:
- Horizontal or vertical configurations
 - Painted Finish • Oxidized Finish (muntz or bronze)

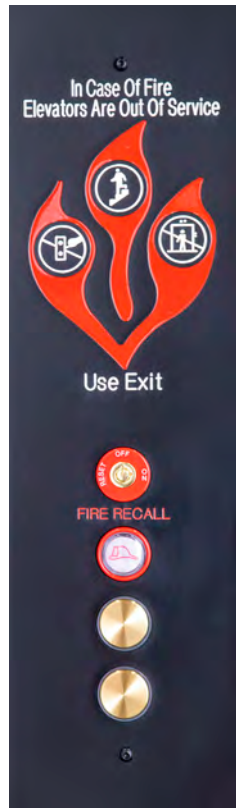
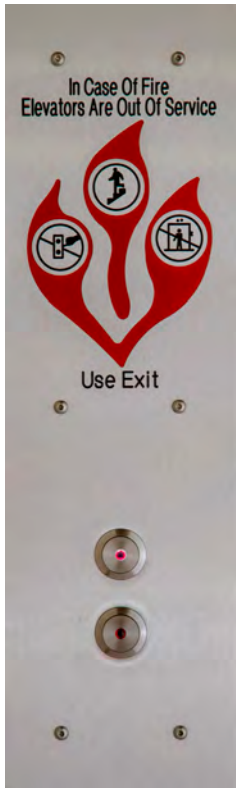
Hall Stations

Innovation hall stations set the industry standard of quality and reliability. Offered in an assortment of shapes and sizes, metal finishes, engraving designs and push button options, every Innovation hall station will meet any code requirement and your highest expectations.



See pages 12-17 for complete push button and metal options or check out our website.

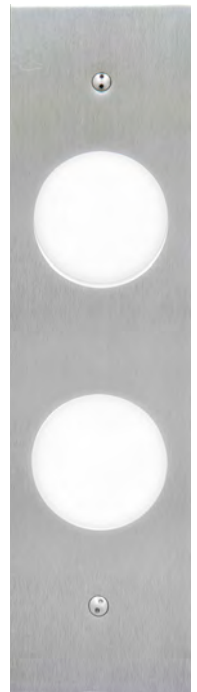
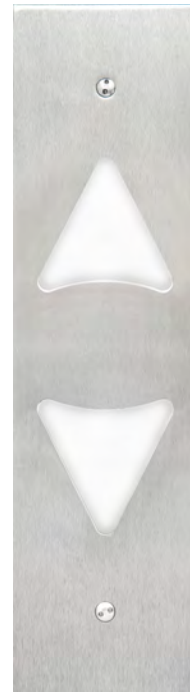
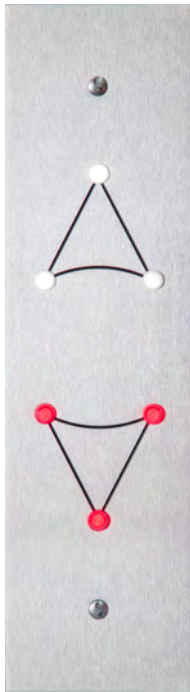
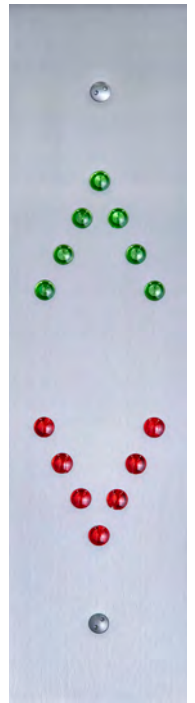
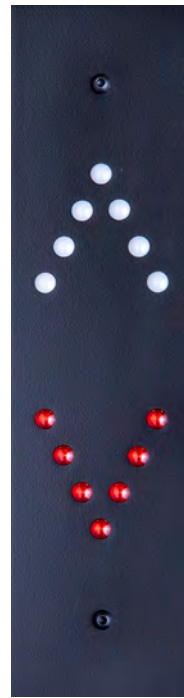




INNOVATION

Lanterns

You can count on our elevator lanterns and signal fixtures to deliver the most reliable, highest quality performance, whether it's a stock product or custom design. Each lantern incorporates our multiple voltage capability to meet the needs of your next project.



See pages 12-17 for complete push button and metal options or check out our website.





Right on the Button.

From the most simple incandescent backlit button to our almost bulletproof Bruiser design, every push button device we manufacture is built to the highest standards of quality to meet or exceed ADA and

ANSI A17.1 compliance as well as state and local codes. Mechanical contact operation or micro-touch solid state operation is available. Please ask your service representative which is best for your project.

Our Exclusive Multi-Volt Technology.

Every Innovation push button incorporates our exclusive Multi-Volt design, making our push buttons the most brilliant and flexible buttons in the world. Multi-Volt LED illumination technology means any of our push buttons will operate at 6 volts through 120 volts, AC or DC, without changing the lamp.

- Ultra-bright LED illumination in amber, white, red, green, blue, orange, purple or lime
- Multiple voltage compatibility
- Extra long life lamps
- Lower heat build up
- CSA approved



Blue LED



Amber LED



Green LED



Orange LED



Lime LED



Purple LED











Red LED



White LED

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Universal Series PB-1 | Projecting, Black Plastic Halo (1.375" diameter), Illuminated White Plastic Insert |
|  | Universal Series PB-2 | Flush, Black Plastic Halo (1.375" diameter), Illuminated White Plastic Insert |
|  | Universal Series PB-3 | Flush, Black Plastic Halo (1.375" diameter) with Projecting Illuminated White Plastic Insert CA Code Compliant – Full Face Illumination |
|  | Universal Series PB-4 | Projecting, Black Halo (1.375" square), Illuminated White Plastic Insert |
|  | Universal Series PB-5 | Flush, Black Plastic Halo (1.375" square), Illuminated White Plastic Insert |
|  | Universal Series PB-6 | Flush, Black Plastic Halo (1.375" square) with Projecting Illuminated White Plastic Insert CA Code Compliant – Full Face Illumination |
|  | Decorator Series PB-7 | Flush, Black Plastic Halo, Illuminated White Plastic Insert |
|  | Security Series PB-11 | Convex, Metal (1.375" diameter), Stainless Steel, Illuminated Jewel |
|  | Security Series PB-12 | Convex, Metal (1.375" diameter), Stainless Steel, Non-Illuminated |
|  | Security Series PB-13 | Projecting, Metal (1.375" diameter), Illuminated Center Jewel California Code Compliant |
|  | Security Series PB-14 | Projecting, Metal (1.375" diameter), Non-Illuminated California Code Compliant |
|  | Security Series PB-15 | Projecting, Metal (1.375" diameter), Engraved Cut Through, Illuminated Number or Character California Code Compliant |
|  | Security Series PB-16 | Projecting, Metal (1.250" square), Illuminated Jewel California Code Compliant |
|  | Security Series PB-17 | Projecting, Metal (1.250" square), Non-Illuminated California Code Compliant |
|  | Security Series PB-18 | Projecting, Metal (1.250" square), Engraved Cut Through, Illuminated Number or Character California Code Compliant |
|  | Security Series PB-19 | Projecting, Concave, Formed Round (1.375" diameter) Metal, Illuminated Jewel |
|  | Security Series PB-20 | Projecting, Concave, Formed Round (1.375" diameter) Metal, Non-Illuminated |
|  | Premier Series PB-21 | Projecting, Metalized Plastic Illuminated Halo (1.375" diameter), Illuminated Metalized Plastic Insert |
|  | Premier Series PB-22 | Projecting, Metalized Plastic Illuminated Halo |
|  | Bruiser Series PB-23 | Flush, Round (1.312" diameter), Metal, Illuminated Center Jewel, Counter-bored Stop |

| | | |
|-------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Bruiser Series PB-24 | Flush, Round (1.312" diameter) Metal, Non-Illuminated, Counter-bored Stop |
|  | Bruiser Series PB-25 | Domed, Round (1.312" diameter) Metal, Illuminated, Counter-bored Stop |
|  | Bruiser Series PB-26 | Domed, Round (1.312" diameter) Metal, Non-Illuminated, Counter-bored Stop |
|  | Bruiser Series PB-27 | Projecting, Metal, Illuminated Center Jewel, Counter-bored Stop California Code Compliant |
|  | Bruiser Series PB-28 | Projecting, Metal, Non-Illuminated, Counter-bored Stop California Code Compliant |
|  | Prestige Series PB-29 | Projecting, Round, Illuminated Plastic White Halo, Metal Insert |
|  | Prestige Series PB-30 | Projecting, Round, with Illuminated Flush Plastic White Halo, Projecting Metal Insert California Code Compliant |
|  | Premier Series PB-31 | Round, Illuminated, with Flush Metalized Illuminated Halo & Projecting Metalized Plastic Insert California Code Compliant |
|  | Premier Series PB-32 | Square, Illuminated, with Flush Metalized Illuminated Halo & Projecting Metalized Plastic Insert California Code Compliant |
|  | Premier Series PB-33 | Flush, Round, Illuminated, Metalized Halo & Insert |
|  | Premier Series PB-34 | Flush, Square, Illuminated, Metalized Halo & Insert |
|  | Prestige Series PB-35 | Projecting, Round, (1.375" diameter) Illuminated Halo, Metal Insert |
|  | Pinnacle Series PB-36 | Projecting, Round, Metalized Halo, (1.375" diameter), Illuminated Frosted Insert |
|  | Pinnacle Series PB-37 | Flush, Round, Metalized Halo, (1.375" diameter), Projecting Illuminated Frosted Insert CA Code Compliant – Full Face Illumination |
|  | Security Series PB-38 | Flush, Round, Convex Metal Insert, Illuminated Halo & Center Jewel |
|  | Prestige Series PB-39 | Flush, Round, Metal Insert, Illuminated Halo & Center Jewel |
|  | Prestige Series PB-41 | Flush, Round, Metal Insert (1.125" diameter), White Center Jewel |
|  | Prestige Series PB-42 | Flush, Round, Metal Insert (1.000" diameter), White Center Jewel |
|  | Bruiser Series PB-43 | Projecting, Round, (1.000" diameter), Illuminated Center Jewel, Counter-bored Stop California Code Compliant |
|  | Premier Series PB-44 | Flush, Round, Illuminated with Center Hole, Metalized Halo & Insert |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Prestige Series PB-45 | Flush, Round, Domed Metal Insert, Illuminated Halo |
|  | NEMA-4 Series PB-46 | Projecting, Round, Metal Halo & Insert, Illuminating Center Jewel |
|  | Prestige Series PB-47 | Flush, Round, Metal Insert, Illuminated Halo <i>California Code Compliant</i> |
|  | Prestige Series PB-48 | Flush, Square, Metalized Halo, Metal Insert, Illuminated Square Halo |
|  | Prestige Series PB-49 | Flush, Square, Metalized Halo, Metal Insert, Illuminated Square Halo <i>California Code Compliant</i> |
|  | Prestige Series PB-50 | Flush, Metalized Halo, Illuminated Frosted Halo, Stainless Steel Insert |
|  | Bruiser Series PB-52 | Projecting, Round, Metal Sleeved Button, Illuminated Jewel |
|  | Bruiser Series PB-53 | Projecting, Round, Metal Sleeved Button, Non-Illuminated |
|  | Bruiser Series PB-54 | Projecting, Round, Metal Sleeved Button, Illuminated Jewel <i>California Code Compliant</i> |
|  | Bruiser Series PB-55 | Projecting, Round, Metal Sleeved Button, Non-Illuminated <i>California Code Compliant</i> |
|  | Prestige Series PB-61 | Projecting, Round (1.250" diameter), Metal, Illuminated Jewel <i>California Code Compliant</i> |
|  | Prestige Series PB-66 | Flush, Round, Metalized Halo, Metal Insert, Illuminated Round Halo |
|  | Prestige Series PB-67 | Projecting, Square, Metal Insert, Flush Illuminated Square Halo <i>California Code Compliant</i> |
|  | Prestige Series PB-68 | Projecting, Square, Metal Insert, Illuminated Square Halo |
|  | Pinnacle VR Series PB-69 | Projecting, Round, (1.312" diameter) Plastic Cap, Metal Halo, Counter-bored Stop <i>CA Code Compliant – Full Face Illumination</i> |
|  | Pinnacle VR Series PB-70 | Projecting, Round, (1.312" diameter) Plastic Cap, Flush Metal Halo, Counter-bored Stop <i>CA Code Compliant – Full Face Illumination</i> |
|  | Pinnacle VR Series PB-71 | Projecting, Round (1.312" diameter) Plastic Cap with Metal Ring Halo not Required, Counter-bored Stop <i>CA Code Compliant – Full Face Illumination</i> |
|  | Bruiser Halo Series PB-72 | Flush, Round (1.375" diameter), Illuminated Halo Counter-bored Stop |

Bar Buttons

Brilliant, colorful and creative, that describes all of our bar buttons. Exclusive Multi-Volt technology combined with the brilliant, evenly distributed LED lamp illumination, make these bar buttons the first choice for appearance and function.

Features include:

- Multi-Volt technology
- Five ultra-bright LED color choices of amber, white, green, red, blue
- CSA approved
- Muntz, bronze, mirrored or brushed stainless steel
- Available with illuminated cut out inlay for identifying special floor levels

Braille Options



Round, 1.375" diameter



Square, 1.25" square



Oval surround



Fishtail

Available in finishes to match stainless steel and muntz or white on black. Custom colors available upon request.

Bar Buttons

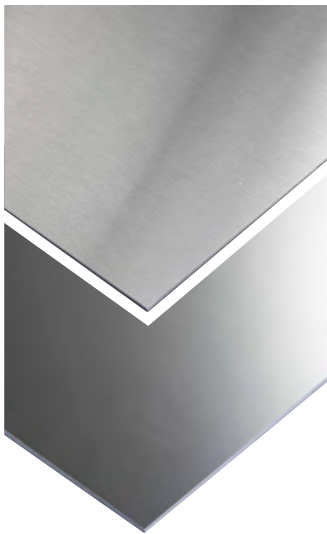
| | | |
|--|---------------------|----------------------------------------------------------|
| | Bar Button PB-10 | 5" Button, Engraved Plastic |
| | Bar Button PB-40 | 5" Bruiser Button Red Illuminated Jewel |
| | Bar Button PB-56 | 4" Button, Engraved Plastic |
| | Bar Button PB-57 | 4" Button, Engraved Paint Filled Metal Inlay |
| | Bar Button PB-58 | 4" Button, Cut Through Epoxy Filled Metal Inlay |
| | Bar Button PB-59 | 5" Button, Engraved Metal Inlay |
| | Bar Button PB-60 | 5" Button, Cut Through Metal Inlay |
| | Custom | 5" Button, Metal Inlay Cut Through and Engraved |
| | Custom | PB40, Engraved with Custom Color Braille |
| | Custom | PB40, Engraved with Custom Color Braille |
| | Custom | 5" Button, Engraved Metal Inlay Oval Surround |
| | Custom | 5" Button, Cut Through Metal Inlay Rectangle Surround |

Big Buttons

| | | |
|--|---------------------|----------------------------------------|
| | Big Button PB-62 | 2" Big Button, Plastic, Round |
| | Big Button PB-63 | 2" Big Button, Plastic, Square |
| | Big Button PB-64 | 2" Big Button, Cut Through Metal Inlay |

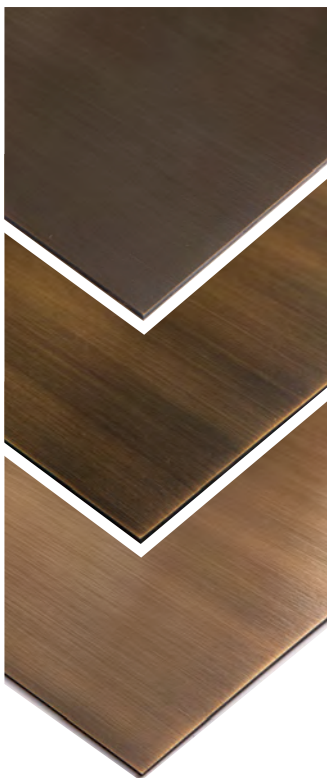
The Right Finish

Our standard metals are finished to the highest level of quality for consistent beauty and tough performance.



Brushed
Stainless

Mirror
Stainless



Oxidized
Muntz
Dark

Oxidized
Muntz
Medium

Oxidized
Muntz
Light



Brushed
Muntz

Muntz
#8

Bronze
#8

Brushed
Bronze

INNOVATION



 **INNOVATION**
INDUSTRIES INC
ELEVATOR FIXTURES & PUSH BUTTONS

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