

PART III

Invitation to Bid No. 16-2015

HVAC Controls Renovation Office of Fayette County Clerk

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 2/10/15

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

This Proposal Submitted by Johnson Controls

1051 Floyd Dr. Ste 100 Lexington, KY 40505
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as corporation
"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 HVAC Controls Renovation Office of Fayette County Clerk having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the

Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 1/29/15

Addendum No. 2 Date 2/3/15

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 Johnson Controls

Date 2/10/15

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Adam Meyer, bearing the official title of ACCOUNT EXECUTIVE, 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, Adam Meyer, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Adam Meyer and he/she is the individual submitting the bid or is the authorized representative of Johnson Controls, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Adam Meyer
(Affiant)

STATE OF

Kentucky

COUNTY OF

Fayette

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

Adam Meyer on this the 10th day of February, 20 15.

My Commission expires:

11/21/2015

Kerry Hickman
NOTARY PUBLIC, STATE AT LARGE

4. BID SCHEDULE – SCHEDULE OF VALUES

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

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

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

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

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Item No.	Description w/Unit Bid Price Written in Words	Estimated Quantity	Unit	Total Bid Amount
1.	Base bid, as per specs for One Hundred Fifteen Thousand Dollars Three Hundred One Dollars Cents and Zero Cents	1	LS	\$ <u>115,301.⁰⁰</u>

LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract.

DESCRIPTION OF WORK

UNIT PRICE

Replace Hot Water Coil

1. HWC-19 (12x12)	<u>\$1,475</u> EA
2. HWC-31 (12x6)	<u>\$1,475</u> EA
3. HWC-11 (24x12)	<u>\$1,545</u> EA
4. HWC-7 (30x12)	<u>\$1,580</u> EA
5. HWC-10 (30x20)	<u>\$1,630</u> EA

Replace Hot Water Valve

1. 1/2" 2-Way Valve	<u>\$627</u> EA
2. 3/4" 3-Way Valve	<u>\$627</u> EA
3. 3/4" 3-Way Valve	<u>\$627</u> EA

Replace Control Valve Actuator

1. Typical Actuator	<u>\$330</u> EA
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Submitted by: Johnson Controls

Firm

1051 Floyd Drive Suite 100

Address

Lexington KY 40505

City, State & Zip

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

Adam Meyer ACCOUNT EXECUTIVE

Signature of Authorized Company Representative - Title

ADAM MEYER

Representative/s Name (Typed or Printed)

859-333-4841

Area Code - Phone - Extension

859-281-9528

Fax #

adam.w.meyer@jci.com

E-Mail Address

OFFICIAL ADDRESS:

1051 Floyd Drive

Suite 100

Lexington KY 40505

_____ (Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: Johnson Controls
- 2. Permanent Place of Business: Milwaukee, WI
- 3. When Organized: 1885
- 4. Where Incorporated: 1885

5. Construction Plant and Equipment Available for this Project:

HVAC Mechanic's tools, including wrenches, screwdrivers, welding materials, electric voltage meters, pipe cutting equipment, etc.

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

LIBERTY MUTUAL INSURANCE CO. (Surety)

Signed: SEE SIGNED BID BOND (Representative of Surety)

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 The 90	Lexington, KY	\$679,255
ARH- Beckley	Beckley, WV	\$190,000

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



<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
UK The 90	Lexington, KY	#679,255
KICC/KEC Noreasco Controls Upgrade	Louisville, KY	\$623,200
City of Louisville Controls	Louisville, KY	\$59,122.55

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>
Adam Meyer	ACCOUNT EXECUTIVE	2
Randy Ritchie	PROJECT MGR	1
JOEL BROGAN	SERVICE MGR	5

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

6. LIST OF PROPOSED SUBCONTRACTORS

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>EBCO</u> <u>Testing & Balancing</u>	Name: <u>EBCO</u> <u>2331 Fortune Dr.</u> Address: <u>Suite 250 Lexington, KY</u>	<u>No</u>	<u>2%</u>
2. <u>Innerspace</u> <u>Controls</u>	Name: <u>Jay Mitchell</u> <u>1165 Brock McVey Dr.</u> Address: <u>Lexington, KY 40509</u>	<u>No</u>	100% <u>70%</u>
3. <u>Minnifield Enterprizes</u> <u>Insulation, Painting,</u> <u>Patching</u>	Name: <u>Keith Jones</u> <u>3364 Leestown Rd.</u> Address: <u>Lexington KY 40511</u>	<u>Yes</u>	100% <u>3%</u>
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 16-2015

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Minnifield Enterprises 3364 Leestown Rd. Lexington, KY 40511	Insulation of Hot Water Coils; painting/patching;	\$3700	3%
2. 859-276-3488 Kjones@minnifield.net			
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.

Johnson Controls

Company

2/10/15

Date

Adam Meyer Adam Meyer

Company Representative

ACCOUNT EXECUTIVE

Title



N/A

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 16-2015

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

Company Name <u>Johnson Controls</u>	Contact Person <u>Adam Meyer</u>
Address/Phone/Email <u>1051 Floyd Drive Ste 100 Lexington, KY 40505 859-333-4841 adam.w.meyer@jci.com</u>	Bid Package / Bid Date <u>2/10/15</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<u>MinniField Enterprises 3364 Leestown Rd Lexington KY 40511</u>	<u>Keith Jones</u>	<u>859-536-8865 Kjones@minniField.com - ME+</u>	<u>2/9/15</u>	<u>insulation, painting, patching</u>	<u>phone</u>	<u>\$3700</u>	<u>MBE</u>

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

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

Johnson Controls
Company
2/10/15
Date

Adam Meyer Adam Meyer
Company Representative
ACCOUNT EXECUTIVE
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 16-2015

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

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms 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 to determine their level of interest.
- Provided the interested MWBDE firm 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 in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms 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 participation.

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

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

Johnson Controls
 Company
2/10/15
 Date

Adam Meyer Adam Meyer
 Company Representative
Account Executive
 Title

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State X 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: ADAM Meyer

POSITION/TITLE: ACCOUNT EXECUTIVE

STATEMENT OF EXPERIENCE: Licensed Professional Engineer
with 8+ years of construction management, engineering,
and engineering sales experience.

NAME OF INDIVIDUAL: Randy Ritchie

POSITION/TITLE: Project Manager / Mechanic

STATEMENT OF EXPERIENCE: 9+ years of install and service
of Hvac equipment including York, Carrier, Trane and McQuay.
AAON and York Factory Certified

NAME OF INDIVIDUAL: Joel Brogan

POSITION/TITLE: Service Manager

STATEMENT OF EXPERIENCE: 4+ Years a service Manager,
ensuring consistency of quality for all service Mechanics
Responsible for service Response to warranty related issues

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

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.

Adam Meyer
Signature

Johnson Controls
Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The 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 Johnson Controls

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.

SEE ATTACHED

12. WORKFORCE ANALYSIS FORM

Name of Organization: Johnson Controls Date: 2/10/15

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	8	2	6						
Professionals	11	9	1			1			
Superintendents	14	14							
Supervisors	5	5							
Foremen									
Technicians	16	13		2		1			
Protective Service									
Para-Professionals									
Office/Clerical									
Skilled Craft									
Service/Maintenance									
Total:	53								

Prepared By: Adam Mayer

CO - 7859830
 DE35685

EQUAL EMPLOYMENT OPPORTUNITY
 2013 EMPLOYER INFORMATION REPORT
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. JOHNSON CONTROLS INC
 5757 N GREEN BAY AVE
 MILWAUKEE, WI 53209

2. JOHNSON CONTROLS INC IE
 7111 TRADEPORT DR
 LOUISVILLE, KY 40258

JEFFERSON COUNTY

SECTION B - ESTABLISHMENT INFORMATION

NAICS: 336360 Motor Vehicle Seating and Interior Trim Manufacturing

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO: 006092860

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE, IN OFFICIALS & MGMT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROF. AND OFFICIALS & MGMT	2	0	36	6	0	0	0	0	0	0	0	0	0	0	0	47
PROFESSIONALS	0	0	20	1	0	0	0	1	0	0	0	0	0	0	0	29
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
ADMINISTRATIVE SUPPORT	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	4
CRUIT WORKERS	7	0	27	2	0	0	2	0	0	1	0	0	0	0	0	39
OPERATORS	48	76	84	79	0	66	0	2	85	39	1	34	1	2	517	
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	57	76	169	88	0	68	1	2	96	42	1	34	1	2	637	
PREVIOUS REPORT TOTAL	42	57	145	77	0	56	0	2	83	36	0	17	1	5	521	

SECTION F - REMARKS

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: Johnson Controls, Inc.

Employee ID: _____

Address: 5757 North Green Bay Avenue / Milwaukee, WI 53217

Phone: _____

Project to be insured: _____

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ. \$2,000,000 agg	Old Republic Insurance Company	24147	A+ XI
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 2,000,000	ACE American Insurance Company	22667	A++ XV
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$Statutory	Indemnity Insurance Co of North America	43575	A++ XV

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.

Marsh USA Inc.
Agency Brokerage

Ann Moody
Name of Authorized Representative

411 E. Wisconsin Avenue, Suite 1300
Street Address

Associate Client Manager
Title

Milwaukee WI 53202
City State Zip


Authorized Signature

414 290 4700
Telephone Number

February 10, 2015
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.

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: _____ Employee ID: _____
 Address: _____ Phone: _____
 Project to be insured: _____

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted	\$			

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.

Agency or Brokerage _____	Name of Authorized Representative _____
Street Address _____	Title _____
City _____ State _____ Zip _____	Authorized Signature _____
Telephone Number _____	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.

14. DEBARRED FIRMS

PROJECT NAME: HVAC Controls Renovation office of Fayette
BID NUMBER: 16-2015 County Clerk

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 Johnson Controls 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.

Johnson Controls
Name of Firm Submitting Bid

Adam Meyer
Signature of Authorized Official

ACCOUNT EXECUTIVE
Title

2/10/15
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: Johnson Controls

Project: HVAC Controls Renovation Office of Fayette County clerk

Printed Name and Title of Authorized Representative: ADAM MEYER ACCOUNT EXECUTIVE

Signature: Adam Meyer

Date: 2/10/15

END OF SECTION



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#16-2015**

Date: January 29, 2015

Subject: HVAC Controls Renovation at Office of Fayette County
Clerk

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Photographs are available via dropbox download at the following location,
<https://www.dropbox.com/sh/0spahqv9mnhkfa/AAC1R2kBeVUI-ulqUDkfb06Ja?dl=0>
2. Clarification—All thermostats are to be replaced as a part of this project.
3. Clarification—Existing wiring is to be used between zone valves and controllers. Existing wiring between controllers shall be new.
4. Clarification—DX system shall be controlled by the BAS system, not simply monitored.
5. Test and Balance Contractor shall be certified as required in the specifications.
6. Contractor shall be responsible for selectively removing and re-installing ceiling grid and tile where work on coils & piping is to be performed.
7. Zone Valve Controllers—Each existing zone valve controller is wired with 4 inputs and 4 outputs. There are a total of 5 existing controllers on the first floor and 8 controllers on the second floor, however not every location has been able to be verified.
8. Replacement of controllers does not have to be 1-to-1. Contractor shall have the option to provide as many/few controllers with as many/few I/O points as necessary to provide a complete control system.
9. Provide status proving (via current sensors) on supply and return fans for all 3 air handlers.

- 10. Provide status proving (via current sensors) on hot water circulation pumps.
- 11. Pre-bid sign-in sheet is attached.



Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Johnson Controls

ADDRESS: 1051 Floyd Drive Lexington KY 40505

SIGNATURE OF BIDDER: Adam Meyers



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#16-2015**

Date: February 3, 2015

Subject: HVAC Controls Renovation at Office of Fayette County Clerk

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Who will be providing the integration from the new "Building Controller" to the front-end workstation at 200 E Main St? **A: The integration shall be provided as part of this contract, and shall be by Trane or Automated Logic as listed in the Integration specification 230910.**
2. Will alternative manufacturers be allowed if they are compatible with the existing "Remote Server" through a BACnet integration? **A: No. Alternate manufacturers are not compatible with the existing Trane or Automated Logic systems.**
3. Are wireless controls allowed? **A: Wireless controllers are permitted as long as they are completely open protocol. Non-open protocol controllers shall not be accepted. We specifically take open-protocol to mean that a 2nd party manufacturer's open-protocol controller can communicate seamlessly with the rest of the control system.**
4. Will Johnson Controls be an allowed manufacturer for field level controllers? **A: Johnson Controls is an acceptable manufacturer for field level controllers such as AHU controllers, Boiler Controllers, Zone Valve Controllers, Building Controllers, and thermostats. Johnson Controls is not an acceptable manufacturer / vendor for the building integration.**

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Johnson Controls

ADDRESS: 1051 Floyd Drive Lexington KY 40505

SIGNATURE OF BIDDER: Adam Meyers



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Johnson Controls, Inc.
5757 North Green Bay Avenue, Milwaukee, WI 53209, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto Fayette County Clerks Office
162 E. Main Street, Lexington, KY 40507, as obligee (the "Obligee"), in
the penal sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: HVAC Controls Renovation at Fayette County Clerk
Office

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 9th day of February, 2015.

WITNESS / ATTEST

Johnson Controls, Inc.
(Principal)
By: Catherine B. Hutson (Seal)
Name: Catherine B. Hutson
Title: Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: Tracy K. Matthews (Seal)
Tracy K. Matthews Attorney-in-Fact

DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes


Catherine B. Hutson
Hays Companies
1200 N. Mayfair Road, Suite 100
Milwaukee, WI 53226

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

To execute and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Hays Companies by a Company authorized surety that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for six (6) months from the date of issue.

Signed and sealed at Milwaukee, Wisconsin, this 9th day of February 2015.


Alex A. Molinaroli, President

Attest:


Jerome D. Okarna, Secretary

[SEAL]



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6468128

American Fire and Casualty Company
The Ohio Casualty Insurance Company

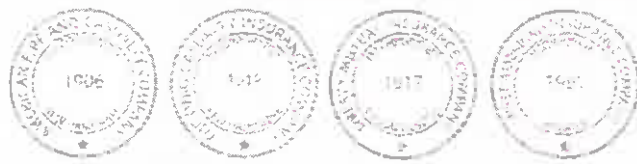
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy Hutson; Daniel J. Kwiecinski; Daniel J. Sapiro; Kathleen A. Cray; Lisa M. Siakes; Lucy A. Hantzsch; Tracy K. Matthews; Wendy S. Miller

all of the city of MILWAUKEE, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seats of the Companies have been affixed thereto this 26th day of February, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notary Seal
Teresa Pastella, Notary Public
Plymouth Meeting, Montgomery County
PA Commission Expires March 26, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of February, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Minnifield Enterprize, Inc.
 3364 Leestown Road
 Lexington, KY 40511

QUOTATION

Quote Number: 149
 Quote Date: Feb 10, 2015
 Page: 1

Voice: (859) 276-3488
 Fax: (859) 277-8442

Quoted To:
JOHNSON CONTROLS 1051 FLOYD DRIVE LEXINGTON, KY 40505

Customer ID	Good Thru	Payment Terms	Sales Rep
JOH001	3/12/15	Net 60 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		PROVIDE LABOR AND MATERIAL TO INSTALL DUCT WORK INSULATION, PATCHING AND PAINTING DRYWALL @ COUNTY CLERKS OFFICE	3,700.00	3,700.00

Subtotal	3,700.00
Sales Tax	
Freight	
TOTAL	3,700.00

