

**WITHDRAWAL OF BID AND RELEASE**

This Withdrawal of Bid and Release is made and entered into this 20<sup>th</sup> day of May, 2019, by Southern Flooring Inc.

**Recitals:**

- A. WHEREAS, the Lexington-Fayette Urban County Government sought to replace the gymnasium floor at the Charles Young Center;
- B. WHEREAS, the Lexington-Fayette Urban County Government is required to follow the statutory requirements of KRS 424.260 related to procurement;
- C. WHEREAS Lexington-Fayette Urban County Government advertised Bid No. 159-2018 for the replacement of the gymnasium floor at Charles Young Center;
- D. WHEREAS, Southern Flooring Inc. was the lowest responding bidder and therefore awarded the related Contract;
- E. WHEREAS, Southern Flooring Inc. wishes to withdrawal its bid and cease work under the aforementioned contract:

**NOW, WHEREFORE, SOUTHERN FLOORING INC. AGREES AS FOLLOWS:**

In consideration of withdrawal of Southern Flooring Inc.'s bid and in response to the cessation of work, Southern Flooring Inc. hereby completely releases and forever discharges LFUCG, its representatives, officers, agents and employees and/or former employees, from any and all claims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, for or because of any matter, arising out of the work performed pursuant to contracts arising out of bid No. 159-2018. All claims, including but not limited to costs, expenses, interest, attorney fees, are hereby released as of the date of the execution of this Release. The undersigned agrees that this Release is made as a compromise to avoid expenses and to terminate all controversy and/or claims of damages, of whatever kind or nature, known or unknown, in any way arising out of the bid process for Bid No. 159-2018. In further consideration, I do hereby further agree

to indemnify and hold harmless, including costs of defense and attorney fees, Lexington-Fayette Urban County Government, its current and former officers, agents, and/or employees, both officially and in their individual capacities, from and against any and all claims which have been asserted or may be asserted by any other persons, parties, entities, companies, firms or corporations against LFUCG, in connection with work performed pursuant to Bid No. 159-2018, including without limitation all claims for contribution, indemnity, subrogation or otherwise.

**YOU ARE MAKING A FINAL SETTLEMENT AND A FULL AND COMPLETE RELEASE OF ALL CLAIMS. THIS IS A RELEASE AND INDEMNIFICATION AGREEMENT. THIS REPRESENTS THE ENTIRE AGREEMENT OF THE PARTIES WITH REGARD TO THE MATTERS SET FORTH HEREIN. ALL PRIOR REPRESENTATIONS ARE HEREBY MERGED INTO THIS AGREEMENT. READ CAREFULLY BEFORE SIGNING. I ACKNOWLEDGE THAT I HAVE EITHER CONSULTED OR BEEN PROVIDED THE OPPORTUNITY TO CONSULT WITH MY RETAINED LEGAL COUNSEL PRIOR TO ENTERING INTO THIS AGREEMENT, AND THAT I VOLUNTARILY SIGN AND ENTER INTO OF MY OWN FREE WILL, ACCORD AND VOLITION.**

IN WITNESS WHEREOF, I have hereunto set my hand this 20<sup>th</sup> day of May, 2019.

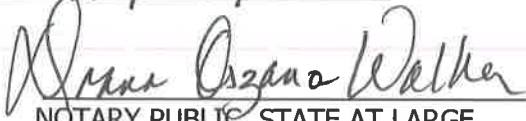
  
President, Southern Flooring Inc.

STATE OF SC  
COUNTY OF Pickens

Donna Orzano-Walker  
Notary Public  
South Carolina  
My Commission Expires 4/3/2029

Subscribed and sworn to before me by James Counihan on behalf of Southern Flooring Inc.  
on this the 20<sup>th</sup> day of May, 2019.

My Commission Expires: 4/3/2029

  
NOTARY PUBLIC, STATE AT LARGE

  
MAY 28 2019