



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DEPARTMENT OF PUBLIC SAFETY

FOR

**DISPATCH FURNITURE FOR
LFUCG E911 PSOC**

Bid No. 56-2016

Mission Critical Partners Inc.

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Dispatch Furniture for E911 PSOC

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PART 1

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **April 26, 2016**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Department of Public Safety. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

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 Dispatch Furniture for LFUCG E911 PSOC, Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Specifications, Plans, and Bid Documents may be examined at the following places:

LFUCG
Division of Central Purchasing
200 E Main St, 3rd Floor, Room 338
Lexington, KY 40507

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Best Value** basis for total Project. The 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 Instruction to Bidders and Special Conditions.

Sealed bids shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

Mailed bids/proposals should be sent to the Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507.

5. METHOD OF AWARD

The Contract, if awarded, will be to the most qualified, responsible bidder based on the selection criteria 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. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

Bids will be evaluated based on the following weighted criteria: Value added features included in the price (e.g., environmental, ergonomics, lighting, cup holders) 5 points; Quality of materials 5 points; Warranty and service (includes cost after expiration of factory warranty) 10 points; Cost 50 points; Ability to meet delivery schedule 10 points; and Compliance with overall bid specifications 20 points.

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of sixty (60) 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. Bids may be withdrawn in person prior to the closing date of receipt of bids.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified /cashier's 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 certified check or cashier's check is also acceptable forms of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local time, **April 26, 2016**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time **April 26, 2016**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

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 with their bid the following items to the Lexington-Fayette Urban County Government:

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

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

All submissions should be directed to:

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

11. NOTICE CONCERNING MWDBE GOAL

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. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing 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 Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

12. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held April 18, 2016, 2:00 pm, at 115 Cisco Rd, Lexington, KY.

END OF SECTION

PART II
INFORMATION FOR BIDDERS

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

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

2. PREPARATION OF BID

Each bid must be submitted on the prescribed Form of Proposal. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, their address, the name of the project, the invitation number and time and date for which the bid is submitted. Bids must be addressed to the Director of Purchasing, Lexington-Fayette Urban County Government, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

4. QUALIFICATION OF BIDDER

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives, if requested by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in any order or combination. The contract, if awarded, will be awarded to the lowest, qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner, the Consultant, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **\$200.00** per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Consultant of all conflicts, errors or discrepancies in the Contract Documents.

- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an Addendum issued for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**

11. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law, such as old age pension, social security, or annuities measured by wages. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

13. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental

regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal or state wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

16. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit with their bid, the following items to the Urban County Government:

1. Affirmative Action Plan of the firm
2. Current Work Force Analysis Form
3. Good Faith Effort Documentation
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit these items as required herein may result in disqualification of the Bidder from award of the Contract.

All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Third Floor
Lexington, KY 40507

17. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Form of Proposal and the Agreement.

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the CONSULTANT and

OWNER, application for such acceptance will not be considered by the CONSULTANT and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the CONSULTANT and OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

20. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS

A. Outreach for MWDBE(s)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and organizations. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lfucg.economicengine.com>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a “Letter of Certification” which is accepted by the LFUCG’s Division of Purchasing, in lieu of a bid bond. The “Letter of Certification” must be included in the bid package when it is submitted to the Division of Purchasing. The “Letter of Certification” will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government’s Division of Central Purchasing.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

D. MWDBE Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

PART III

FORM OF PROPOSAL

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PART III

Invitation to Bid No. 56-2016

Dispatch Furniture for the E911 PSOC

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____
"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 **Dispatch Furniture for the E911 PSOC** 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 \$200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. ____ Date _____

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 _____

Date _____

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

1. His/her name is _____ and he/she is the individual submitting the bid or is the authorized representative of _____, 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.

(Affiant)

STATE OF _____

COUNTY OF _____

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

_____ on this the _____ day of _____, 20_____.

My Commission expires: _____

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.

Item No.	Description w/Unit Bid Price Written in Words	Quantity	Unit	Unit Price	Total Bid Amount
1.	Dispatch Workstations (Materials) as per specs for _____ _____ Dollars _____ Cents.	10	EA	\$ _____	\$ _____
2.	Dispatch Workstations (Labor) as per specs for _____ _____ Dollars _____ Cents	10	EA	\$ _____	\$ _____
3.	Dispatch Workstations (Optional Environmental Control System) as per specs for _____ _____ Dollars _____ Cents	10	EA	\$ _____	\$ _____
4.	Supervisor Workstations (Materials) as per specs for _____ _____ Dollars _____ Cents	2	EA	\$ _____	\$ _____

Item No.	Description w/Unit Bid Price Written in Words	Quantity	Unit	Unit Price	Total Bid Amount
5.	Supervisor Workstations (Labor) as per specs for _____ _____ Dollars _____ Cents	2	EA	\$ _____	\$ _____
6.	Supervisor Workstations (Optional Environmental Control System) as per specs for _____ _____ Dollars _____ Cents	2	EA	\$ _____	\$ _____
7.	Call Taker Furniture (Materials) as per specs for _____ _____ Dollars _____ Cents	12	EA	\$ _____	\$ _____
8.	Call Taker Furniture (Optional Environmental Control System) as per specs for _____ _____ Dollars _____ Cents	12	EA	\$ _____	\$ _____
9.	Call Taker Furniture (Labor) as per specs for _____ _____ Dollars _____ Cents	12	EA	\$ _____	\$ _____
Options per console workstation (material, labor, delivery and installation)					
10.	Personal computer cabinet fan for _____ _____ Dollars _____ Cents	NA	EA	\$ _____	
11.	Workstation personal fan for _____ _____ Dollars _____ Cents	NA	EA	\$ _____	
12.	Task lighting for _____ _____ Dollars _____ Cents	NA	EA	\$ _____	
13.	Wrist rest for _____ _____ Dollars _____ Cents	NA	EA	\$ _____	
14.	Document holder for _____ _____ Dollars	NA	EA	\$ _____	

Item No.	Description w/Unit Bid Price Written in Words	Quantity	Unit	Unit Price	Total Bid Amount
	_____ Cents				
15.	One (1) Year Maintenance Agreement for _____ _____ Dollars _____ Cents	NA	EA	\$ _____	
16.	Three (3) Year Maintenance Agreement for _____ Dollars _____ Cents	NA	EA	\$ _____	
17.	Five (5) Year Maintenance Agreement for _____ _____ Dollars _____ Cents	NA	EA	\$ _____	

TOTAL OF ALL BID PRICES FOR Dispatch Furniture for the LFUCG E911 PSOC Project (Items 1 through 9) in words and figures. In case of discrepancy, the amount shown in words will govern.

_____ (\$ _____).

Submitted by:

Firm

Address

City, State & Zip

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

Signature of Authorized Company Representative – Title

Representative/s Name (Typed or Printed)

Area Code – Phone – Extension

Fax #

E-Mail Address

OFFICIAL ADDRESS:

_____ (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: _____
- 2. Permanent Place of Business: _____
- 3. When Organized: _____
- 4. Where Incorporated: _____
- 5. Construction Plant and Equipment Available for this Project:

(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:

_____ (Surety)

Signed: _____ (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>

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>

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>

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>	<u>% of Work</u>
1. _____	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a

MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cyckv.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, 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	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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.			
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.

Company

Company Representative

Date

Title



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 # _____

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

(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.

Company

Company Representative

Date

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 # _____

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 that 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.

Company

Company Representative

Date

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 _____ 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: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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.

Signature

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 _____
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: _____

Date: ____ / ____ / ____

Categories	Total	White		Black		Other		Total	
		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: _____

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: _____

BID NUMBER: _____

**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 _____ 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.

Name of Firm Submitting Bid

Signature of Authorized Official

Title

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: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION

PART IV
GENERAL CONDITIONS
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END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment

The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds

Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order

A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

- 1.9 Contract Documents**
The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.
- 1.10 Contract Unit Price**
The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.
- 1.11 Contract Time**
The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.
- 1.12 CONTRACTOR**
The person, firm or corporation with whom OWNER has entered into the Agreement.
- 1.13 Defective**
An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).
- 1.14 Drawings**
The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.
- 1.15 Effective Date of the Agreement**
The date indicated in the Agreement on which it becomes effective.
- 1.16 CONSULTANT**
The Lexington-Fayette Urban County Government or its authorized representative.
- 1.17 Field Order**
A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

- 1.18 Giving Notice**
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 1.19 Laws and Regulations**
Laws, rules, regulations, ordinances, codes and/or orders.
- 1.20 Notice of Award**
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.21 Notice to Proceed**
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.
- 1.22 OWNER**
The Lexington-Fayette Urban County Government.
- 1.23 Partial Utilization**
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.
- 1.24 Project**
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.25 Inspector**
The authorized representative who is assigned to the site or any part thereof.
- 1.26 Shop Drawings**
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.27 Specifications**
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

Not applicable

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be

interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review

CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change

If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of its personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/CONSULTANT will be

similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or CONSULTANT of any such Subcontractor, Supplier or other

person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction

method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 **Record Drawings**

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 **Shop Drawings and Samples**

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of

the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense

Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 **Unit Price Work**

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is

less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations,

terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which

will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declaratory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declaratory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the

Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

PART V
SPECIAL CONDITIONS
INDEX

1 BLASTING SC-2

2 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION SC-3

3 WAGE SCALE SC-7

1. **BLASTING** – not applicable.

2. RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE

AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00357187

3. WAGE SCALES –

February 8, 2016

Sondra Stone
LFUCG
200 E. Main St.
Lexington KY 40507

Re: LFUCG, Dispatch Furniture for LFUCG E911 PSOC

Advertising Date as Shown on Notification: February 11, 2016

Dear Sondra Stone:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 2-012, dated December 22, 2015 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-B-01423-15-2, Building

Sincerely,



Michael C. Donta
Deputy Commissioner

**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 012**

FAYETTE COUNTY

Determination No. CR 2-012

Date of Determination: December 22, 2015

PROJECT NO. 034-B-01423-15-2

 X BLDG HH

This schedule of the prevailing rate of wages for Locality No. 012, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR 2-012.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

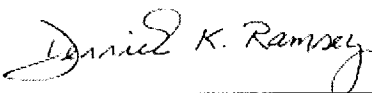
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Derrick K. Ramsey, Secretary
Kentucky Labor Cabinet

ASBESTOS/INSULATION WORKERS:		BASE RATE	\$25.11
		FRINGE BENEFITS	13.21

BOILERMAKERS:		BASE RATE	\$21.75
		FRINGE BENEFITS	11.76

BRICKLAYERS:		BASE RATE	\$24.31
Bricklayers:		FRINGE BENEFITS	11.40

Firebrick & Refractory:		BASE RATE	\$26.08
		FRINGE BENEFITS	11.42

Sawman & Layman:		BASE RATE	24.56
		FRINGE BENEFITS	11.40

CARPENTERS:		BASE RATE	\$22.96
Carpenters:	BUILDING	FRINGE BENEFITS	14.07
(Includes Drywall Finisher)			

Piledrivermen:	BUILDING	BASE RATE	\$23.46
		FRINGE BENEFITS	14.07

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$26.90
		FRINGE BENEFITS	14.50

Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$27.15
		FRINGE BENEFITS	14.50

Divers:	HEAVY & HIGHWAY	BASE RATE	\$40.73
		FRINGE BENEFITS	14.50

CEMENT MASONS:		BASE RATE	\$22.00
		FRINGE	12.75

ELECTRICIANS:		BASE RATE	\$30.01
		FRINGE BENEFITS	15.65

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

LINEMAN:	HEAVY HIGHWAY	BASE RATE	\$34.13
		FRINGE BENEFITS	11.97

EQUIPMENT OPERATOR:	HEAVY HIGHWAY	BASE RATE	\$30.51
		FRINGE BENEFITS	11.26

GROUNDSMAN:	HEAVY HIGHWAY	BASE RATE	\$20.21
		FRINGE BENEFITS	9.19

ELEVATOR CONSTRUCTORS:		BASE RATE	\$30.46
		FRINGE BENEFITS	8.92

GLAZIERS:		BASE RATE	\$24.15
		FRINGE BENEFITS	11.45

IRONWORKERS:		BASE RATE	\$27.56
		FRINGE BENEFITS	20.57

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$21.51
	FRINGE BENEFITS	11.59

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$21.91
	FRINGE BENEFITS	11.59

BUILDING GROUP 3: Asphalt paver screwman, gunnite nozzleleman and gunnite nozzle machine operator, sand blaster nozzleleman, concrete or grout pumpman, plaster pumpman, Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B: :

BUILDING	*BASE RATE	\$22.11
	FRINGE BENEFITS	11.59

BUILDING GROUP 4: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer-nuclear, radiation, toxic and hazardous waste - Level A, Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air): :

BUILDING	*BASE RATE	\$22.71
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*Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swamper, truck spotters and dumpers, and wrecking of concrete forms, general cleanup, tending & setting of precast products, applying sealers, epoxies, coating curing compounds, cure & seal products & prep on all services of concrete wall expansion materials:

HEAVY & HIGHWAY	BASE RATE	\$22.30
	FRINGE BENEFITS	12.86

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$22.55
	FRINGE BENEFITS	12.86

HEAVY HIGHWAY GROUP 3: Asphalt lutean and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters, remote controlled compactors, air lifting, dewatering, water pumps & asphalt sealer applicator:

HEAVY & HIGHWAY	BASE RATE	\$22.60
	FRINGE BENEFITS	12.86

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster, troxler & concrete tester if Laborer utilized, GPS if performed by Laborer:

HEAVY & HIGHWAY	BASE RATE	\$23.20
	FRINGE BENEFITS	12.86

MARBLE, TILE & TERRAZZO:

Finishers:

	BASE RATE	\$16.17
	FRINGE BENEFITS	0.00

Setters:	BASE RATE	\$23.00
	FRINGE BENEFITS	0.00

MILLWRIGHTS:	BASE RATE	\$24.18
	FRINGE BENEFITS	15.67

**OPERATING ENGINEERS / BUILDING:
NCCCO OR OECP CERTIFIED or US COAST GUARD APPROVED BOAT PILOT LICENSE**

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane, T tug boat or push boat:

BUILDING	BASE RATE	\$29.80
	FRINGE BENEFITS	14.40

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoomobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurrries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment, hydro excavator, micro pile driving machine, remote control demolition equipment, self-propelled modular transporter, skid steer, transfer machine/shuttle buggy, vacuum truck:

BUILDING	*BASE RATE	\$28.71
	FRINGE BENEFITS	14.40

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length. Operators on cranes with booms 200 ft and over including JIB shall receive one dollar (\$1.00) above Class A-1 or A, cranes with booms 300 ft and over including JIB shall receive two dollars (\$2.00) above Class a-1 or A.**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper, water pull/water truck

when used for compacting:

BUILDING	BASE RATE	\$25.73
	FRINGE BENEFITS	14.40

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$24.90
	FRINGE BENEFITS	14.40

**OPERATING ENGINEERS / HEAVY HIGHWAY:
NCCCO OR OECP CERTIFIED or US Coast Guard approved Boat Pilot License**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orange peel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$31.08
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orange peel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment, self propelled modular transporter, hydro excavator, micro piling machine, remote controlled demolition equipment, milling machine, track hoe, rubber tire back hoe, reclaimer/stabilizer:

HEAVY & HIGHWAY	BASE RATE	\$29.95
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and

whirley oiler, water pull/water truck when used for compacting:

HEAVY & HIGHWAY	BASE RATE	\$27.26
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$27.68
	FRINGE BENEFITS	14.40

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$26.96
	FRINGE BENEFITS	14.40

**Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

PAINTERS:

Brush, roller & paperhanger:

	BASE RATE	\$17.87
	FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

	BASE RATE	\$18.37
	FRINGE BENEFITS	9.10

PLASTERERS:

	BASE RATE	\$20.65
	FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:

	BASE RATE	\$31.95
	FRINGE BENEFITS	17.36

ROOFERS: (Excluding Metal Roofs)

	BASE RATE	\$22.03
	FRINGE BENEFITS	9.10

SHEETMETAL WORKERS: (Including Metal Roofs)

	BASE RATE	\$28.00
	FRINGE BENEFITS	13.59

SPRINKLER FITTERS:

	BASE RATE	\$31.35
	FRINGE BENEFITS	17.87

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman:

BUILDING	BASE RATE	\$19.05
	*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:

BUILDING	BASE RATE	\$19.17
	*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:

BUILDING	BASE RATE	\$19.28
	*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:

BUILDING	BASE RATE	\$19.35
	*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:

BUILDING	BASE RATE	\$19.45
	*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum of twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

Mobile batch truck helper:

HEAVY & HIGHWAY	BASE RATE	\$16.57
	FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:

HEAVY & HIGHWAY	BASE RATE	\$16.68
	FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:

HEAVY & HIGHWAY	BASE RATE	\$16.86
	FRINGE BENEFITS	7.34

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

**END OF DOCUMENT
CR 2-012
DECEMBER 22, 2015**

END OF SECTION

PART VI
CONTRACT AGREEMENT
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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Watson Furniture Group Inc**, doing business as a corporation located in the City of Poulsbo, County of Kitsap, and State of Washington, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of two hundred eighty-nine thousand eight hundred thirty-seven Dollars and twenty Cents (\$289,837.20) quoted in the proposal by the CONTRACTOR, dated April 22, 2016, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Mission Critical Partners Inc for Dispatch Furniture for E911 PSOC project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as seventy (70) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 36
IV	General Conditions	GC 1 thru 51
V	Special Conditions	SC 1 thru 15
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	1 thru 26

Exhibit 1 – Finish Plan and Schedule A8.0

Exhibit 2 – Electrical Floor Plan

Exhibit 3 – Floor Box Specification

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

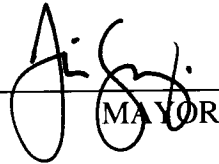
Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:


Clerk of the Urban County Council

BY:


MAYOR

(Witness)

(Title)

(Seal)

Watson Furniture Group

(Contractor)

N/A

BY:



~~(Secretary)*~~

Accounting Manager
(Title)

(Witness)

26246 Twelve Trees Lane NW

(Address and Zip Code)

Poulsbo, WA. 98368

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to Paragraph **A.1. Who Is An Insured of Section II - Covered Autos Liability Coverage**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.1., Who Is An Insured of Section II - Covered Autos Liability Coverage**:

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or or-

ganization is liable for "bodily injury" or "property damage": because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured of Section II - Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto";

2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident";
3. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above;
4. The most we will pay on behalf of such additional "insured(s)" is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part; and

5. The following changes are made to Paragraph **5. Other Insurance of B. General Conditions under Section IV - Business Auto Conditions**:
 - a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.
 - b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under Section **II** - Covered Autos Liability Coverage is deleted in its entirety.

7. The definition of "insured contract" under Section **V** - Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. EMPLOYEES AS INSUREDS

The following is added to Paragraph **A.1.** Who Is An Insured Section **II** - Covered Autos Liability Coverage:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. INCREASED COVERAGE - BAIL BONDS

The Supplementary Payments Coverage Extension of Section **II** - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph **A.2.a.(2)** is increased to \$5,000.

E. INCREASED COVERAGE - LOSS OF EARNINGS

The Supplementary Payments Coverage Extension of Section **II** - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph **A.2.a.(4)** is increased to \$1,000.

F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section **II** - Covered Autos Liability Coverage does not apply. This coverage is excess over any other collectable insurance.

G. COVERAGE EXTENSION - TRANSPORTATION EXPENSES

Paragraph **A.4.a.** Transportation Expenses of Section **III** - Physical Damage Coverage is amended as follows:

1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.

2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

3. It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement Coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

H. EXTENDED COVERAGE - AIRBAGS

The following is added to Exclusion **B.3.a.** of Section **III** - Physical Damage Coverage:

However, this exclusion does not apply to the unintended discharge of an airbag.

This coverage is excess over any other collectible insurance or warranty providing such airbag coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section **III** - Physical Damage Coverage, Paragraph **C.** Limits of Insurance.

4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount under the Physical Damage Coverage section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

J. GLASS REPAIR - NO DEDUCTIBLE

The following is added to Paragraph **D.** Deductible of Section **III** - Physical Damage Coverage:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to glass when you elect to patch or repair rather than replace the glass.

K. INCREASED COVERAGE - ELECTRONIC EQUIPMENT

The \$1,000 limit indicated in Paragraph **C.1.b.** under Section **III** - Physical Damage Coverage is increased to \$2,500.

L. EXTENDED COVERAGE - PERSONAL PROPERTY

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** - Physical Damage Coverage:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss" and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The insurance provided by this coverage extension is excess over any other collectible insurance. The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision, personal property does not include and we will not pay for "loss" of currency, coins, securities or contraband.

No deductible applies to this coverage extension.

M. TOWING

Paragraph **A.2.** Towing of Section **III** - Physical Damage Coverage, is replaced by the following:

If a private passenger type "auto" or light truck "auto" (0-10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$150 for towing and labor costs incurred each time such "auto" is disabled. If a medium, heavy or extra-heavy truck or extra-heavy Truck-tractor "auto" (greater than 10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$250 for towing and labor costs incurred each time such "auto" is disabled. However, the labor must be performed at the place of disablement.

N. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **IV** - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and any are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** - Physical Damage Coverage:

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

1. The most we will pay in any one "loss" is the lesser of:
 - a. The actual cash value of the "auto";
 - b. The cost to repair or replace the "auto"; or
 - c. \$100,000.

2. Paragraph 1. above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

No deductible will apply to "loss" caused by fire or lightning.

3. Hired Auto Physical Damage Coverage is subject to the following:

- a. If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
- b. Other than indicated in Paragraphs a. directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

4. In addition to the limit set forth in Paragraph 1. above we will pay up to \$500 per day, to a maximum of \$3,500 per "loss" for:

- a. Any costs or fees associated with the "loss" to a hired "auto"; and
- b. Loss of use of the hired "auto", provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

However, Paragraph **A.4.b.** Loss of Use Expenses under Section **III** - Physical Damage Coverage of the Business Auto Coverage Form does not apply.

P. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

1. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
2. No deductible applies to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
 - a. The number of days when the covered "auto" has been repaired or replaced, or
 - b. 45 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. Not more than \$75 for any one day;
5. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
7. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension of the Business Auto Coverage Form or any endorsements thereto

However, this provision does not apply to the extent that rental reimbursement is provided by separate endorsement to this policy.

Q. DRIVE OTHER CAR COVERAGE

1. The following is added to Section II - Covered Autos Liability Coverage:
 - a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:
 - (1) You, if you are designated in the Declarations as an individual;
 - (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;

- (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
- (4) Your executive officers if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
- (5) The spouse of any person named in Paragraphs 1.a.(1). through 1.a.(4) while a resident of the same household;

Except:

- (a) Any "auto" owned by that individual or by any member of his or her household.
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in 1.a above and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in Q.1.a. above or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

4. The most we will pay for the total of all damages under Covered Autos Liability Uninsured Motorists Coverage and Underinsured Motorists Coverage is the Limit Of Insurance shown in the Declarations as applicable to owned "autos".
5. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the highest

deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$250 for Comprehensive Coverage and \$500 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

6. Additional Definition

As used in this **DRIVE OTHER CAR** Provision:

"Family member" means a person related to the individual named in 1.a. by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

R. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to Paragraph **A.2.** of Section **IV - Business Auto Conditions**:

Your obligation to provide prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you to be responsible for insurance matters is notified of, or in any manner made aware of an "accident", claim, "suit" or "loss" and provides us such notice as soon as practicable

S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.5** of Section **IV - Business Auto Conditions**:

We waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
 - a. Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and
 - b. Was in effect at the time of the covered "bodily injury" or "property damage".
2. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
3. At our request you must provide us with a copy of the aforementioned written contract or agreement.

T. UNINTENTIONAL OMISSIONS

The following is added Paragraph **B.2.** of Section **IV - Business Auto Conditions**:

If you fail to disclose any hazards existing at the inception date of this policy, such failure will not

prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

U. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PLATINUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. MEDICAL PAYMENTS

If **SECTION I - COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit provided by this policy, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, shall be the greater of:
 - a. \$10,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If damage to premises rented to you under **Coverage A** is not otherwise excluded from this policy, the following applies:

1. The last paragraph of **SECTION I - COVERAGE A.2. Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.
2. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:
 6. Subject to Paragraph 5. above, the greater of:
 - a. \$300,000; or
 - b. the Damage To Premises Rented To You Limit shown in the Declarations;is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner.
3. Paragraph 4.b.(1)(a)(ii) **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:
 - (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;
4. Paragraph 9.a. of **SECTION V - DEFINITIONS** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

C. LIMITED NON-OWNED WATERCRAFT

1. Paragraph g.(2) of SECTION I - COVERAGE A.2. Exclusions is deleted and replaced by the following:

A watercraft you do not own that is:

- a. Less than 51 feet long; and
- b. Not used to carry persons or property for a charge.

D. SUPPLEMENTARY PAYMENTS

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- 1. The limit of insurance in paragraph 1.b. is increased from \$250 to \$2,500; and
- 2. The limit of insurance in paragraph 1.d. is increased from \$250 to \$500.

E. AUTOMATIC ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS - PRIMARY NON-CONTRIBUTORY

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

- e. Any person or organization described below, when you are obligated by virtue of a written contract or agreement that such person be added as an additional insured on your policy.

When required by virtue of a written contract or agreement, coverage provided to any additional insured will be on a primary basis and will not seek contribution from the additional insured's policy.

Only the following persons or organizations are additional insureds under this endorsement:

- (1) **Managers Or Lessors Of Premises.** The manager or lessor of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

- (2) **Lessor Of Leased Equipment.** Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (3) **Vendors.** Any person or organization, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:

- 1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2. Any express warranty unauthorized by you;
- 3. Any physical or chemical change in the product made intentionally by the vendor;

4. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

(4) State Or Political Subdivision - Permits Or Authorizations Relating To Premises.
Any state or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

When required by virtue of a written contract or agreement, coverage provided to any additional insured **AUTOMATIC ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS - PRIMARY NON-CONTRIBUTORY** will be on a primary basis and will not seek contribution from the additional insured's policy.

F. BROADENED NAMED INSURED - NEWLY ACQUIRED 180 DAYS

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or majority interest of more than 50% will be a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

G. AGGREGATE LIMITS OF INSURANCE

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your:

1. Projects away from premises owned by or rented to you.
2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

When paragraph **B. Construction Project General Aggregate Limit** on form CL CG 00 20 is a part of this policy, then paragraph **G. Aggregate Limits of Insurance** of this endorsement does not apply.

H. KNOWLEDGE OF OCCURRENCE

The following is added to paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. A report of an "occurrence", offense, claim or "suit" to:
 - (1) You, if you are an individual,
 - (2) A partner, if you are a partnership,
 - (3) An executive officer, if you are a corporation, or
 - (4) A manager, if you are a limited liability company;is considered knowledge and requires you to notify us of the "occurrence", offense, claim, or "suit" as soon as practicable.
- f. We are considered on notice of an "occurrence", offense, claim or "suit" that is reported to your Workers' Compensation insurer for an event which later develops into an "occurrence", offense, claim or "suit" for which there is coverage under this policy. However, we will only be considered on notice if you notify us as soon as you know the claim should be addressed by this policy rather than your Workers' Compensation policy.

I. UNINTENTIONAL OMISSIONS

The following is added to paragraph **6. Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- d. If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

J. MENTAL ANGUISH

Paragraph **3. of SECTION V - DEFINITIONS** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

K. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a contract requiring such waiver with that person or organization and included in the "products-completed operations hazard".

However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

Paragraph K. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS does not apply if another waiver of transfer of rights of recovery against others is endorsed separately to this policy.

L. OTHER INSURANCE

When Coverage applies in this General Liability Enhancement Endorsement, no other coverage or limit of insurance in the policy applies to loss or damage insured by this coverage.

M. NON-EMPLOYMENT DISCRIMINATION LIABILITY (DEFENSE WITHIN LIMITS)

The following is added to paragraph 14. "**Personal and advertising injury**" **SECTION V - DEFINITIONS** of **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

h. Non-employment discrimination.

Non-employment discrimination means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations. Non-employment discrimination does not include violation of civil rights arising out of past, present or prospective employment.

Our obligation under the **Personal and Advertising Injury Liability Coverage** to pay non-employment discrimination liability damages on your behalf applies only to the amount of damages in excess of **\$5,000 deductible** as the result of any one offense regardless of the number of persons or organizations who sustain damages because of the offense.

The most we will pay for all damages for non-employment discrimination is **\$15,000 annual aggregate**. No other liability to pay sums or perform acts or services is covered.

Supplemental Payments - Coverages A and B do not apply to non-employment discrimination coverage.

N. ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS OR OTHERS- AUTOMATIC, INCLUDING PRIMARY NON-CONTRIBUTORY

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you are obligated by virtue of a written contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence or the negligence of those performing operations on your behalf.

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" included within the "products-completed operations hazard".

This insurance does not apply to any additional insured scheduled on your policy by separate endorsement

2. Limits of Insurance

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

3. Exclusions

A. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
- a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or performed by or for the construction manager, its employees or its subcontractors in connection with your ongoing operations.
- B. "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.

4. Primary Non-Contributory

When required by virtue of a written contract or agreement, coverage provided to any additional insured by **ADDITIONAL INSURED - OWNERS, LESSEES, CONTRACTORS OR OTHERS - ONGOING OPERATIONS - AUTOMATIC, INCLUDING PRIMARY NON CONTRIBUTORY** will be on a primary basis and will not seek contribution from the additional insured's policy.

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: _____
Dollars, (\$ _____), for the payment of whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for
_____ **(project name)** _____ in accordance with drawings and
specifications prepared by: _____ **(the Engineer)** _____ which Contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER
having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ each one of which shall be
(number)
deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

BY: _____(s)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

BY: _____
Attorney-in-Fact

(Surety) Secretary

(Address)

(SEAL)

Witness as to Surety

(Address)

TITLE: _____

Surety

BY: _____

TITLE: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

PART VII
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of _____ Dollars (\$ _____) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for _____ **(project name)** _____ in accordance with drawings and specifications prepared by: _____ **(the Engineer)** _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

BY: _____(s)

(Address)

(Witness to Principal)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact)

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

IX. TECHNICAL SPECIFICATIONS

REQUEST FOR BID (RFB)

**FOR DISPATCH FURNITURE FOR THE
LFUCG E911 PSOC**

The Lexington-Fayette Urban County Government (LFUCG) is accepting bids from qualified firms to provide a Dispatch Furniture for the new E911 Public Safety Operations Center (PSOC) being built at 115 Cisco Road, Lexington, Kentucky 40504.

An original and three (3) copies, for a total of four (4) copies, of the sealed bid and two (2) electronic copies must be clearly labeled "Dispatch Furniture RFB Response," and submitted to LFUCG Division of Central Purchasing, 200 E Main St, 3rd Floor Room 338, Lexington, KY 40507, no later than **2:00 pm, April 26, 2016**.

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**DISPATCH FURNITURE FOR E911 PSOC
LFUCG**

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Technical Specifications

1. INTRODUCTION

1.1 Intent

9-1-1 emergency communications centers pose unique challenges and demands. Unlike an office environment, personnel are required to manage multiple monitors and additional ancillary electronics. Additionally, emergency communications consoles are utilized 24 hours a day / 7 days a week by different employees with different physical sizes and needs. It must be recognized that this user environment will receive at least five times the use of typical work stations each year. Thus, the life of the console furniture should be no less than ten years, encompassing approximately 80,000 hours of use. With this in mind, only console furniture specifically designed and engineered for emergency communications centers will be acceptable. Work stations systems will not be considered for dispatch furniture. Consoles should meet American National Standards Institute (ANSI)/Human Factors and Ergonomics Society (HFES) 100-2007, *Human Factors Engineering of Computer Workstations*; ANSI/Business and Institutional Furniture Manufacturers Association (BIFMA) X5.5-2008, *Desk Products*; and ADA guidelines and requirements.

Ten dispatch/NCIC positions and two supervisor dispatch positions must meet these standards.

Additionally, LFUCG E911 has call taker positions, 12 in total, which are deemed to be work stations. LFCUG would like for all the furniture in this room to be similar in color. To allow for matching of the dispatch console and call taker positions, LFUCG is optioning the call taker furniture under this RFB.

1.2 Structure of Technical Portion of the RFB

The technical specifications portion of this RFB is divided into sections. Respondents are required to thoroughly read and understand all sections.

1.3 Requirements Compliance

1.3.1 Requirements

Respondents shall include a price for the complete design, fabrication, delivery, installation, connection, configuration, testing of the systems defined in this RFB, as well as the training of personnel on their use. Respondents shall state their concurrence with the requirements of this RFB and provide in their responses a description of any additional work necessary to complete the work of this project.

Respondents shall include all mobilization, labor, materials, supplies, and equipment as required to complete the work. Respondents shall include their agreement with the proposed project timeline or an alternate guaranteed start and completion date for the work.

1.3.2 Requirements Pricing

The pricing for this work shall be provided as indicated below in support of LFUCG's procurement process. Respondents shall provide options as requested so that LFUCG may select the solution that best suits its needs. Respondents shall submit pricing on the following in Part III, Form of Proposal:

1. Workstation furniture for the Dispatch positions (10 total)
2. Workstation furniture for the Supervisor positions (2 total)
3. Work stations for call taker positions (12 total)
4. Options
5. Maintenance/Warranty

Respondents shall provide line-item pricing for each of the pricing breakdowns indicated. Line-item pricing shall address major equipment groups, including, but not limited to, the following:

1. Dispatch workstations
 - a. Materials (including delivery)
 - b. Optional Environmental Control System
 - c. Labor (including design, installation, and project management [PM])
2. Supervisor workstations
 - a. Materials (including delivery)
 - b. Optional Environmental Control System
 - c. Labor (including design, installation, and PM)
3. Call taker furniture
 - a. Materials (including delivery)
 - b. Optional Environmental Control System
 - c. Labor (including design, installation, and PM)
4. Options per console workstation (including labor, delivery, and installation)
 - a. Personal computer (PC) cabinet fan (quantity 1)
 - b. Workstation personal fan (quantity 1)
 - c. Task lighting (quantity 1)
 - d. Wrist rest (quantity 1)
 - e. Document Holder (quantity 1)
5. Maintenance agreement options
 - a. Maintenance (1 year)
 - b. Maintenance (3 years)

- c. Maintenance (5 years)

2. PROJECT OVERVIEW

2.1 Equipment – General

The equipment listed in the following sections represents the design basis for establishing the minimum quality and performance required by the systems. Respondents may propose other products that provide similar levels of service and quality at the same or lower cost to LFUCG. LFUCG reserves the right to select the solution that proposes equipment that best meets its needs and expectations regarding system performance and quality.

The PSOC facility is a single story building with ground access. Exhibit 1 contains a copy of the building layout. The 911 center is approximately 80' by 40', respondent shall conduct their own field measurements.

Drawings in Exhibit 2 indicate LFUCG's console layout. Wall monitors will be installed on the front wall (west). The Supervisor's position, on a raised platform, shall have **clear view** of all dispatch/call taker positions.

2.2 Dispatch 911 Furniture

All 911 furniture shall be of the same manufacturer, and shall be furnished and installed by the manufacturer or a vendor specializing in the delivery, set up, and installation of the manufacturer's furniture and equipment.

The successful Respondent shall provide products from one of the following manufacturers, or as approved:

- Eaton/Wright Line
- Watson
- Russ Basset
- Xybix

2.3 Dispatch 911 Furniture Configuration

The dispatcher positions require eight workstations aligned in two rows of four. In addition, there are two National Crime Information Center (NCIC) positions. Exhibit 1 includes a drawing of the architect floor plan. Exhibit 2 is the layout of furniture.

The two supervisor positions require a much larger workstation to accommodate additional monitors and equipment. These workstations will also be used to protect the drop off from the raised platform. LFUCG anticipates additional, 30 inches or greater, high outside partitions to address this requirement where necessary. The supervisor work stations must have an external

screen/panel facing away from the position made of the same abrasion resistant material specified in Section 4.5 and 4.10.5.

2.4 Floor Boxes and Furniture Configuration

The respondent shall provide a furniture plan based on a raised floor configuration with the location of floor boxes as indicated in Exhibit 3. Floor boxes should be accessible (furniture shall not be located on top of boxes) at least visible.

Floor boxes will be installed by the General Contractor however coordination with the respondent is requested to ensure placement is ideal.

3. 911 WORKSTATION FURNITURE DESIGN

3.1 Stability – Function

Specifications for console furniture function are listed below.

- A. The console furniture is designed specifically for 24/7 operations in an emergency communications center environment.
- B. Console furniture is modular in design for ease of reconfiguration and upgrading. Technology and personal storage units should have the ability to be field-removed or -replaced without deconstruction on the console unit.
- C. Sit-to-stand legs are bolted into the console undercarriage with a footprint designed to allow maximum stability based on the overall size of the input support surface. Free-standing leg and feet systems will not be acceptable.
- D. There are no obstructions for side-to-side movement by the user within the console footprint, a critical component in order to provide on-going training of users and technology. Knee space must be a minimum of 70 percent of the consoles overall width.
- E. Horizontal work surfaces are supported by a steel tubular sub-frame for maximum durability.
- F. The console furniture must be strong and rigid and able to meet all required standards for furniture construction per ANSI/BIFMA X5.5-2008, *Desk Products*.

3.2 Input Support Surface

Specifications for the input support surface are listed below.

- A. The input support surface must lower to 22 inches from the floor to accommodate the 5th percentile seated female per ANSI/HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 8.3.2.4.3.
- B. The input support surface must raise to 48 inches above the floor to accommodate the 95th percentile standing male per ANSI/HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 8.3.2.4.3.
- C. The input support surface must provide infinite adjustment throughout the entire range, a critical function to meet ergonomic standards and reduce repetitive strain injuries and carpal tunnel syndrome.
- D. The input support surface must be wide enough in design to accommodate multiple input devices such as keyboards, mice, and writing surface on a level platform. Minimum platform length of 72 inches.
- E. The input support surface must place input devices with primary and secondary work zones to meet ANSI/HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 5.2.4.1.
- F. The input support surface must maintain elbow angles between 70 and 135 degrees (°) to meet ANSI/HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 5.2.1.1.
- G. Electronic adjustment must be independent of the monitor support. Other adjustment methods will be deemed unacceptable.
- H. Adjustment may be controlled through a digital read-out to ensure precise replication.
- I. Adjustment controls to be flush mounted into surface and have a smooth surface for easy cleaning and sanitizing.
- J. The input support surface must provide a minimum of three user pre-set locations.
- K. The input support surface must adjust simultaneously with the monitor support in order to retain relative positioning between both surfaces when changing from sitting to standing, allowing quick shifting from sitting to standing work postures.
- L. The input support surface must allow adjustment of the line-of-sight (viewing) distance between the eyes and front surface of the viewable display area within the range of 19 inches and 31 inches to meet ANSI/HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 5.2.4.2. Entire surface and all environmental controls shall move with the input surface to maintain the work environment settings.

- M. The input support surface must have a static load capacity of 1,000 pounds (lbs.) and an equipment load capacity of 300 lbs. to accommodate all types and quantities of input devices.
- N. The input support surface must provide a safety sensor in order to detect obstacles and prevent damage or injury.
- O. Minimum safety clearance of 1.25 inches shall be required between all moving surfaces per ANSI-HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 8.3.1.2.
- P. The input support surface must utilize 1 inch by 2 inch sub-frame system for increased structural integrity.
- Q. All cabling required to operate the consoles features must be completely concealed.
- R. Input surface should have lifting columns integrated into the storage cavities with no exposed leg sets.
- S. The input support surface must have unobstructed knee clearance in the seated operating position in accordance with ANSI/HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 8.3.2.1.
- T. The input support surface must be controlled through the use of 24 volts direct current (VDC) motors. All components must be Underwriters Laboratories (UL) listed and Canadian Standards Association (CSA) certified.
- U. All moveable components of the console shall be designed and tested to at least 40,000-cycle full-range adjustments.
- V. The input support surface must utilize a dual brake for stability and prevention of binding. The braking system must lock the surface into place when the brake is released.
- W. Surface-mounted, user-configurable, user-accessible power and video connections must be available and accessible from the front of the console. Display port, High-definition Multimedia Interface (HDMI), digital video interface (DVI) configurable.
- X. Surface-mounted, user-configurable, user-accessible voice and data connections must be available and accessible from the front of the console. Category 6 (Cat 6) or Universal Serial Bus (USB).

Please state your load capacity: _____ Static load _____ Equipment load

3.3 Monitor Viewing Support

Specifications for the monitor viewing support for dispatch and supervisor workstations are listed below.

- A. Monitor viewing support must provide adjustment of monitors so that the gaze angle to the center of the screen ranges between 15° and 20° below horizontal eye level. ANSI-HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 5.2.4.3.
- B. The monitor viewing support design accommodates use of up to six 21-inch widescreen liquid crystal display (LCD) flat panel monitors on a single tier, with independent angle adjustment. Array should allow for concurrent focal depth movement of at least four monitors at once.
- C. Adjustment must be controlled through a digital read-out to ensure precise replication.
- D. Monitor viewing support must provide a minimum of three user pre-set locations.
- E. Adjustment controls must be flush-mounted into the surface and have a smooth surface for easy cleaning and sanitizing.
- F. Monitor viewing support must be controlled through the use of 24 VDC motors. All components must be UL listed and CSA certified.
- G. Monitor viewing support must be independently adjustable in relation to the input support surface.
- H. All moveable components of the console shall be designed and tested to at least 40,000-cycle full-range adjustments.

3.4 Support Adjustments

Specifications for the support adjustments are listed below.

- A. Adjustment speed shall not be less than 1.25 inch per second and not greater than 1.5 inch per second.
- B. Adjustment must be controlled through a digital read-out to ensure precise replication.
- C. Support adjustments must provide a minimum of three user pre-set locations.
- D. Adjustment controls must be flush-mounted into the surface and have a smooth surface for easy cleaning.

- E. The lifting system must operate quietly; maximum sound level of 50 decibels (dB).

3.5 Partition Screens

Specifications for the partition screens are listed below.

- A. Frame components must be constructed of 14-gauge cold rolled steel.
- B. Steel frame components must be bolted together in four places minimum for maximum strength and durability.
- C. All steel components must be powder-coated for durability. Enamel paint is not sufficiently durable and will not be acceptable.
- D. External screen components must be available in a perforated steel acoustical material.
- E. External screen components must be available in abrasion-resistant fabric covering.
- F. Internal screen materials must have a noise reduction coefficient (NRC) rating of at least 0.80 to help reduce ambient noise levels.
- G. Internal components should consist of environmentally safe, 100 percent recycled materials.
- H. Partition screens must be integral to the furniture construction. Freestanding panels will be deemed unacceptable.
- I. The screen/partition system must be within the console footprint to maximize floor space.
- J. All fasteners must be completely concealed.
- K. The screening system as a whole must be tested in an independent laboratory and have an acoustical NRC rating of 0.70 or greater.
- L. All components must be field-replaceable.
- M. Partition screens must be available in 42-inch and 48-inch heights. Note Supervisor screens are to provide coverage on the exterior to provide a finished look to the raised platform.

- N. Partition screens must be available with a 12-inch glass upper section to help maintain sight lines.

3.6 Equipment Enclosures

Specifications for the equipment enclosures are listed below.

- A. Enclosures must be accessible from both the front and the rear.
- B. Enclosures must be external from the primary work surface.
- C. Enclosures must be available in 18-inch and 26-inch heights.
- D. Enclosures must be available in 30-inch, 42-inch, and 50-inch widths.
- E. Enclosures must be available in 15-inch and 24-inch depths.
- F. Enclosures must be stackable to allow additional technology storage or personal storage without taking up additional floor space.
- G. Rear access doors must offer cooling by a minimum of two each 50 cubic feet per minute (CFM) axial cooling fans (UL listed).
- H. Front access doors must utilize a vented plenum system to draw cool air into the enclosure.
- I. All equipment enclosures are must utilize an active cooling system to ensure technology performs at optimum temperature.
- J. Enclosures must incorporate a horizontal cable management system.

3.6.1 Alert and Notification Equipment Enclosures

Additional specifications for the Alert and Notification position are listed below.

Between the two Supervisor positions will be an Alert and Notification position. This position does not require any lift capability. This position shall have a work surface similar to the others and fit between the two Supervisor positions. The position will need to have three pedestals below the work surface.

- All enclosures shall be 30" deep
- One enclosures shall be needed to support four CPUs

- One enclosure to have 19" rack mounts to support radio equipment
- One enclosure to have 19" rack mounts to support audiovisual equipment.

These units must utilize an active cooling system to ensure technology performs at optimum temperature.

The work surface shall support four monitors (21").

This position will be shared by the two Supervisors and shall be easily accessible by both.

A seated position will need leg clearance between the CPU and radio enclosure.

3.7 Personal Base Storage

Specifications for personal base storage are listed below.

- Personal base storage must be available in 18-inch and 26-inch heights.
- Personal base storage must be available in 30-inch, 42-inch, and 50-inch widths.
- Personal base storage must be available in both 15-inch and 24-inch depths.
- Personal base storage must be available in single- and dual-sided configurations.
- Personal base storage must be available in combination (open, drawer, and door), lateral file, open bookcase, and closed door configurations.

3.8 Personal Stacking Storage

Specifications for personal stacking storage are listed below.

- Personal stacking storage must be available in 22-inch, 28-inch, 30-inch, 34-inch, 36-inch, and 42-inch heights. Cabinet height is to correspond with the height of the partition screen.
- Personal stacking storage must be available in 30-inch, 42-inch, and 50-inch widths.
- Personal stacking storage must be available in both 15-inch and 24-inch depths.
- Personal stacking storage must be available in single- and dual-sided configurations.
- Personal stacking storage must be available in combination (open, drawer, and door), open bookcase, and closed door configurations.

3.9 Cable Management Rail

Specifications for the cable management rail are listed below.

- A. Wood parts are constructed of 45 lb. density 1¹/₈-inch thick wood core material, pressure-bonded with a high-pressure laminate surface on both sides.
- B. All steel components must be powder-coated for durability. Enamel paint is not sufficiently durable and will not be acceptable.
- C. Internal cable management channels must offer separate, isolated routing for both power and data cabling.
- D. Internal cable management must be able to contain a minimum of 80 each Cat 6 cables and nine each 1-inch flexible conduit.
- E. The management channel must contain fastening points to prevent unintentional movement of cabling.
- F. The cable management rail must have a locking option to prevent unauthorized personnel access to internal cabling.
- G. The cable management rail must be available in both single- and dual-sided configurations to allow maximum flexibility.

3.10 Dispatch/NCIC Workstation

Specifications for Workstation are listed below.

- A. A 60"-72" long work surface between the NCIC positions (noted as the third row on Exhibit Two) shall be provided. Work surface to match color of Dispatcher positions. It is not required to be connected. Purpose to hold printers, special phones, and other devices shared by the NCIC staff members.
- B. Two personal base storage (see section 4.7) shall be included (for storage of paper, ink, etc.).
- C. The successful Respondent must install one power strip (6 outlets) mounted under the work surface.

3.11 Materials

3.11.1 Storage Enclosures

- A. The storage enclosures shall be no less the ¾" thick material (wood) or 14 gauge steel. The monitor and input surface shall be wood parts constructed of 45 lb. density 1-1/8" thick wood core material, pressure bonded with a high-pressure laminate surface on both sides.
- B. All steel components must be powder-coated for durability. Enamel paint is not sufficiently durable and will not be acceptable.

3.11.2 Surfaces

All monitor and input surfaces must be 45 lb. density, ¾-inch thick wood core material, pressure-bonded with a high-pressure horizontal-grade laminate top and sealing horizontal-grade backing sheet of laminate on the underside to prevent deflection.

3.11.3 Edge Material

Specifications for the edge material are listed below.

- A. All storage units and pedestals must use a 1.5 millimeter (mm) thick thermoplastic vinyl extrusion with self-healing properties for maximum durability.
- B. All input support surfaces must use a 3 mm thick thermoplastic vinyl extrusion with self-healing properties for maximum durability. Edge material must have a minimum of a 3 mm radius on the front edge. ANSI/HFES 100-2007, *Human Factors Engineering of Computer Workstations*, section 8.3.1.4.

3.11.4 Laminates

Specifications for laminates are listed below.

- A. High-pressure laminate must meet Class "B" laminate and American Society for Testing and Materials (ASTM) D523-89, *Standard Test Method for Specular Gloss*, providing a non-glare matte finish.
- B. All monitor and input surfaces are 0.0625-inch thickness horizontal-grade laminate on the top surface, and on the backing sheet, all to prevent deflection.
- C. Thermally-fused laminate must meet National Electrical Manufacturers Association (NEMA) LI-1-1998, *Industrial Laminated Thermosetting Products*. Low pressure laminate is not acceptable.

3.11.5 Fabrics

Specifications for fabrics are listed below.

- A. Abrasion resistance, at a minimum, meets ASTM D-3597, *Standard Performance Specification for Woven Upholstery Fabrics—Plain, Tufted, or Flocked*, MVPTS-198 standards.
- B. Flammability requirements adhere to ASTM E84, *Standard Test Method for Surface Burning Characteristics of Building Materials*, Tunnel Test, or Class A or 1, and the State of California Technical Bulletin 117 Sec. E (SC-191-53).
- C. Fabric is made from 100 percent recyclable materials.

3.11.6 Powder Coating

Specifications for powder coating are listed below.

- A. Powder coating must meet ASTM D3359-09, *Standard Test Methods for Measuring Adhesion by Tape Test*, for durability.
- B. Powder coating must meet Powder Coating Institute (PCI) #8, *Solvent Cure Test*, for durability.

3.12 Electrical Requirements

Specifications for electrical requirements are listed below.

- A. Every console will have two power distribution units (PDUs); single phase 20 ampere (A) 120 volt (V). Each PDU must provide twelve NEMA 5-15R outlets and a NEMA 5-20P input. PDUs must include a 15-foot cord. PDUs must be UL listed and CSA rated.
- B. Total power draw for an individual console will not exceed 10 amperes. Total draw includes the console lifting system and all environmental controls.
- C. The successful Respondent must install one power strip mounted under the monitor shelf to support all monitors at each position.

3.13 Wire and Cable Management

Specifications for wire and cable management are listed below.

- A. Wire and cable management must include two cable access drops with energy chains for vertical cable management from the input support surface to equipment enclosures.
- B. Wire and cable management must include energy chains for vertical cable management from the monitor support to the input support surface.
- C. Wire and cable management must include energy chains for horizontal cable management between the moving surface and fixed surface.
- D. A quick connect user-accessible interface with accommodations for up to ten configurable ports must be available and must include full kits including ports, jacks, and cables for: USB-A, RJ45, and 3.5 mm stereo audio connection kits. The quick connect interface base unit must also provide cable management for the equipment it serves. The console infrastructure must support cable management from the user's position to the central processing units (CPUs) inside the console.
- E. Wire and cable management must provide a horizontal cable raceway for long cable runs.
- F. The horizontal cable raceway must be easily accessible and allow drop-in cable runs.

4. CALL TAKING WORKSTATION FURNITURE DESIGN

4.1 Function

Specifications for call taker furniture function are listed below.

- A. The call taker furniture shall be basic work station furniture without lift capabilities capable of supporting up to six 21-inch monitors stacked 3 over 3, slatwall is not preferred. These twelve (12) stations shall come in the same color selections as the dispatcher stations. (See Options Section 6 for additional positions for future growth)
- B. Wire and cable management must provide a horizontal cable raceway for long cable runs
- C. Call taker furniture shall be modular in design for ease of reconfiguration and upgrading. Technology and personal storage units should have the ability to be field-removed or -replaced without deconstruction on the console unit.
- D. The console furniture must be strong and rigid and able to meet all required standards for furniture construction per ANSI/BIFMA X5.5-2008, *Desk Products*.
- E. All cabling required to operate the consoles features must be completely concealed. Two grommets shall be provided for power and data (to maintain separation).

- F. Surface-mounted, user-configurable, user-accessible power and video connections must be available and accessible from the front of the console. Display port, High-definition Multimedia Interface (HDMI), digital video interface (DVI) configurable.
- G. Surface-mounted, user-configurable, user-accessible voice and data connections must be available and accessible from the front of the console. Category 6 (Cat 6) or Universal Serial Bus (USB)

4.2 Personal Base Storage

Specifications for personal base storage are listed below.

- A. Personal storage shall consist of a pedestal with two file size drawers.
- B. Personal base storage must be available in 18-inch and 26-inch heights.
- C. Personal base storage must be available in 30-inch, 42-inch, and 50-inch widths.
- D. Personal base storage must be available in both 15-inch and 24-inch depths.
- E. Personal base storage must be available in single- and dual-sided configurations.
- F. Personal base storage must be available in combination (open, drawer, and door), lateral file, open bookcase, and closed door configurations.

4.3 Partition Screens

Specifications for the partition screens are listed below.

- A. Frame components must be constructed of 14-gauge cold rolled steel.
- B. Steel frame components must be bolted together in four places minimum for maximum strength and durability.
- C. All steel components must be powder-coated for durability. Enamel paint is not sufficiently durable and will not be acceptable.
- D. External screen components must be available in a perforated steel acoustical material.
- E. External screen components must be available in abrasion-resistant fabric covering.
- F. Internal screen materials must have a noise reduction coefficient (NRC) rating of at least 0.80 to help reduce ambient noise levels.

- G. Internal components must consist of environmentally safe, 100 percent recycled materials.
- H. Partition screens must be integral to the furniture construction. Freestanding panels will be deemed unacceptable.
- I. The screen/partition system must be within the console footprint to maximize floor space.
- J. All fasteners must be completely concealed.
- K. The screening system as a whole must be tested in an independent laboratory and have an acoustical NRC rating of 0.70 or greater.
- L. All components must be field-replaceable.
- M. Partition screens must be available in 42-inch and 48-inch heights.
- N. Partition screens must be available with a 12-inch glass upper section to help maintain sight lines.

4.4 Equipment Enclosures

Specifications for the equipment enclosures are listed below.

- A. Enclosures must be accessible from both the front and the rear.
- B. Enclosures must be external from the primary work surface.
- C. Enclosures must be available in 18-inch and 26-inch heights.
- D. Enclosures must be available in 30-inch, 42-inch, and 50-inch widths.
- E. Enclosures must be available in 15-inch and 24-inch depths.
- F. Enclosures must be stackable to allow additional technology storage or personal storage without taking up additional floor space.
- G. Rear access doors must offer cooling by a minimum of two each 50 cubic feet per minute (CFM) axial cooling fans (UL listed).
- H. Front access doors must utilize a vented plenum system to draw cool air into the enclosure.

- I. All equipment enclosures are must utilize an active cooling system to ensure technology performs at optimum temperature.
- J. An optional environmental system must feature a thermostatically-controlled heating and cooling system. Also respondents to provide cost for cooling only system.
- K. Enclosures must incorporate a horizontal cable management system.

4.5 Call Taker Indicator Light towers

Specifications for the Call Taker Indicator Light towers are listed below.

- A. Indicator light towers must be heavy duty industrial polycarbonate is used to construct all indicating light modules and bases.
- B. Indicator light towers must LED solid lights in three colors (bottom green, middle yellow and red top).
- C. Indicator light towers must be three colors (bottom green, middle yellow and red top).
- D. Indicator light towers must be 40 cm stainless steel pole, zinc die-cast foot, black.
- E. Indicator light towers must 24Vac/dc.
- F. Indicators light towers much have a manual switch at the time of installation and be capable of integration later.

5. OPTIONAL FURNITURE ITEMS

5.1.1 *Optional PC Fan*

Fans shall be incorporated into the furniture design, providing maximum air circulation to the equipment.

5.1.2 *Optional Lighting*

Specifications for optional lighting are listed below.

- A. Lighting shall feature a 3-point articulating arm that swivels 120° and provide a 180° tilt for maximum light control.

- B. Lighting shall be mountable to the input support surface using a grommet mount or directly to the monitor support rail.
- C. Lighting shall provide approximately 50,000 hours of lamp life.
- D. Color temperature shall not exceed 3800K.
- E. Lighting shall have a 3-lever dimmer to adjust illumination.
- F. Light must be available in three colors: aluminum, white, and black.

5.1.3 Optional Wrist Rest

An option for a wrist rest made of gel material shall be available. The wrist rest shall be completely washable.

5.1.4 Optional Environmental Control System

Control Panel

- A. Control panel for all environmental settings (task lighting, heating controls, and air distribution) must be an integral part of the user interface.
- B. Must utilize a smooth face design for easy cleaning and sanitizing.
- C. Height for both the Monitor Support and Input Support Surface shall include separate digital read-outs to ensure total replication of console positioning for all employees. Digital readout for Input Support Surface shall display inches from the floor.
- D. Controls for both the Monitor Support and Input Support Surface must be flush with the surface.
- E. System must offer an optional electronic adjustment control located within reach of a wheelchair to meet ADA requirements.
- F. Air distribution system shall offer user-adjustable fans for circulating filtered air, with a minimum of 2 speed settings.
- G. Fans shall be incorporated into the furniture design, providing maximum individualized control within the users primary work zone.
- H. An optional environmental system must feature a thermostatically-controlled heating and cooling system. Also respondents to provide cost for cooling only system.

5.1.5 Optional Document Holder

An option for document holder (i.e., shelf for binder/forms/resource manuals).

5.1.6 Optional Additional Call Taker Positions

An option price to increase of 2 additional and 4 additional call taker positons. Ensure price is separate from base bid. Optional Call Taker positions shall be reflected in a **separate** floor drawing from the primary floor design submission.

6. GROUNDING AND POWER

6.1 Workstation Grounding and Bonding

Specifications for workstation grounding are listed below.

- A. A solid copper ground bus bar shall be provided by LFUCG. The successful Respondent shall ground to this bus bar.
- B. The workstation frame shall be bonded to the ground bus bar with an insulated #6 American wire gauge (AWG) stranded copper wire using two-hole lugs on the workstation and the ground bus bar.
- C. The bonding conductor shall be sized based on conductor length in accordance with Motorola R56©, *Standards and Guidelines for Communication Sites*.
- D. All metal components of each workstation shall be electrically bonded through welds, bonding straps, or bare metal mating surfaces connected with a minimum of three threads of a machine screw and a star washer under the machine screw head.

7. TRAINING SUPPORT

7.1 End User Training

Respondents shall include end user training in their bid. Each class shall be conducted at the LFUCG PSOC. Respondents shall conduct end user training classes to support up to 12 persons per class.

7.2 Training Materials

The successful Respondent shall provide hard and soft copies of furniture end user training documentation, and copies of administrative training documentation in compact disc (CD) or digital video disc (DVD) format, in addition to a hard copy for each participant.

8. INSTALLATION AND IMPLEMENTATION RESPONSIBILITIES

8.1 Project Management

Respondents shall assign a project manager to this project who is familiar with similar projects. Respondents must provide the project manager's résumé, references, and experience with like projects.

8.2 High-level Project Plan and Gantt chart

Respondents shall include in their bid a high-level project plan that shows the entire project. The plan must include the steps that will be followed to ensure there are no service interruptions. At a minimum, the following shall be included:

- Equipment procurement
- Equipment installation
- Training schedule

The project plan must also include a task-oriented Gantt chart based on the project plan and created in Microsoft Project. A copy shall also be provided in .pdf format.

8.3 Monthly/Weekly Progress Reports

LFUCG requires, at a minimum, monthly written progress reports. The monthly progress report must contain details related to the following tasks:

- Installation progress
- Testing and acceptance
- Adherence to the Gantt chart and adjustments, if necessary
- Punch list items, outstanding issues, and progress

8.4 Respondent Change Order

The successful Respondent shall be responsible for the submission of a written change order prior to performing work or for equipment not covered under the contract with LFUCG.

8.5 Responsibility for Damages

The successful Respondent shall be responsible for damages caused by the Respondent, subcontractors, or delivery personnel to any LFUCG and PSOC facilities through the receiving, delivery, and installation of the entire solution.

8.6 Respondent's Personnel

The successful Respondent's personnel and subcontractors shall be professional at all times while on-site and working with and around LFUCG or other vendor personnel. If issues arise, LFUCG reserves the right to request any of the Contractor's personnel to be replaced at any time.

8.7 Storage

The successful Respondent shall be accountable for the storage of materials until such time that the items are to be installed. LFUCG facilities shall not be used as a warehouse for uninstalled equipment.

8.8 Delivery

The successful Respondent shall arrange for equipment to be delivered on-site on an as-needed basis, and the cost for delivery must be included in Respondents' bids. The receipt, inventory, and movement of material shall be the responsibility of the successful Respondent. The Contractor must be on-site to receive delivery of material.

8.9 Packaging/Shipping Material

The successful Respondent shall be responsible for the disposal of shipping material, as well as the daily removal of other day-to-day refuse.

8.10 Inventory Control

The successful Respondent shall provide LFUCG a detailed inventory of all equipment provided in the installation of the solution and owned by LFUCG. At a minimum, the inventory data shall include where it is installed, manufacturer, manufacturer's warranty period, part number, serial number, quantity, and model number. The successful Respondent shall provide the inventory in hard and soft copy using Microsoft Excel.

8.11 Installation Compliance

The solution installation shall comply with all applicable national, federal, state, and local codes. Any portion of the work not subject to the requirements of an electrical code published by a specific authority having jurisdiction over such work shall be governed by the National Electrical Code (NEC) and any and all applicable sections of the National Fire Code, as published by the National Fire Protection Association (NFPA).

Installation procedures, methods and conditions shall be in compliance with the latest requirements of OSHA, ADA, and the Architectural Barriers Act (ABA).

The successful Respondent shall be responsible for all costs incurred to meet these codes and conditions.

Additional codes and requirements pertaining to the work may include the following:

- NFPA 72, *National Fire Alarm and Signaling Code*
- International Electrotechnical Commission (IEC)

- IEC 60268-16, Third Edition 2003-05 – *Sound system equipment*
- ANSI/HFES 100 2007, *Human Factors Engineering of Computer Workstations*
- Sustainable Technology Environments Program
- Underwriters Laboratories (UL)
- Building Industry Consulting Service International (BICSI), *Telecommunications Distribution Methods Manual*, latest edition
- ANSI/Telecommunications Industry (TIA)/Electronic Industries Alliance (EIA)-568-B, *Commercial Building Telecommunications Cabling Standard*
- ANSI/TIA/EIA-569, *Commercial Building Standards for Telecommunications Pathways and Spaces*
- ANSI/TIA/EIA-606-A, *Administration Standard for Commercial Telecommunications Infrastructure*
- TIA-607-A, *Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications*
- EIA RS-232, *Serial Communications Electrical Interface*
- Federal Communications Commission (FCC) Part 15
- FCC Part 68
- Institute of Electrical and Electronics Engineers (IEEE) 802.3, Ethernet Working Group standards
- IEEE 802.5, Token Ring standard
- Article 800 Communications Circuits
- NFPA 75, *Protection of Electronic Computer / Data Processing Equipment*

9. SUPPORT AND DOCUMENTATION

9.1 Preliminary Testing

The successful Respondent shall test all installed equipment and systems upon completion of the installation.

- A. The successful Respondent shall demonstrate proper operation of all equipment and devices to LFUCG.
- B. Proper operations shall include successful operation of the lift-top mechanism, including start/stop, pre-sets, and automatic stop/reverse when an obstruction is encountered.
- C. The successful Respondent shall demonstrate proper operations and adjustment of all doors, slides, articulating arms, and all electrical and electronic elements of the furniture systems.
- D. The successful Respondent shall coordinate test parameters with LFUCG prior to the start of testing.

9.2 Point of Contact

The successful Respondent must provide a single point of contact for all issues relating to this RFB. The successful Respondent must provide names, e-mail addresses, and phone numbers for these contacts.

9.3 Documentation

Specifications for documentation are listed below.

- A. The successful Respondent(s) must provide LFUCG documentation relating to the solutions proposed in this RFB. The successful Respondent shall provide a minimum of hard and soft copies of all solution documentation. Soft copy documentation must be on USB drive.
- B. The successful Respondent shall provide complete operations and maintenance manuals for the furniture, and provide a recommended list of spare parts and equipment to accommodate rapid repair of the furniture.
- C. The successful Respondent shall provide detailed diagrams of all electrical circuits provided as part of the furniture. Each circuit shall be labeled according to the originating electrical circuit in the building electrical distribution system.
- D. The successful Respondent shall provide labeling information for all circuits, wiring, and low-voltage cabling provided.
- E. The successful Respondent shall provide all record documents to LFUCG on 8½-inch by 11-inch hard copies bound in 3-ring binders, and provide a soft copy (copies) in electronic format(s) as coordinated with LFUCG.
- F. The successful Respondent shall provide the manufacturer's operation, warranty registration materials, and configuration manuals to LFUCG as part of the system documentation package.

10. WARRANTY

10.1 Warranty and Service and Maintenance Agreement

Specifications for warranty/service and maintenance agreements are listed below.

- A. Warranty shall include 3-year coverage for all product, delivery, and installation. Absolutely no costs associated with replacement or repair of any portion of the product or installation will be passed on to LFUCG during the first three years of warranty.

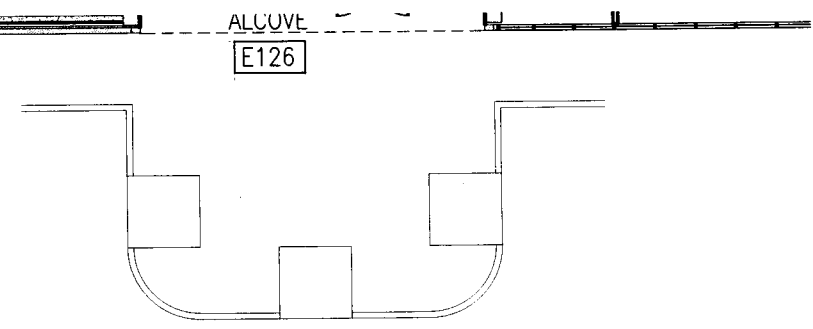
- B. There shall be a lifetime warranty on all structural components. After three years, labor and installation expenses associated with product replacement under the warranty will be assessed on a case-by-case basis. Products not covered for life include the following:
- Electrical components
 - Monitor arms
 - Input platform mechanism
- C. An optional service and maintenance agreement can be quoted upon request to eliminate labor and installation expenses associated with product replacement under the warranty after the initial 3-year period. The Optional Service and Maintenance Agreement would cover the following:
- Installation beyond initial 3-year warranty period
 - Scheduled visits to inspect all products (annually and semi-annually)
- D. Vendors must clearly identify which component(s) are warranted by a separate supplier and whether the warranty meets minimum requirements.

11. RFB ADMINISTRATION

11.1 Best Value Bid Selection Criteria

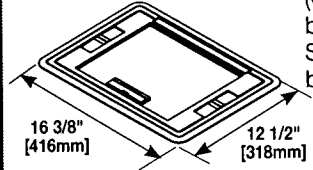
- A. Delivery – time is of the essence, include timeframe for complete delivery and installation of product. 10 points.
- B. Warranty – indicate terms of warranty, exactly what materials are covered and indicate if labor is included with warranty. 10 points.
- C. Cost. 50 points.
- D. Value added features – indicate specific features included with furniture (i.e., environmental, ergonomics, lighting, cup holders, etc.) and specify which positions in the bid response include value added features. 5 points.
- E. Compliance with overall bid specifications – ensure furniture complies with existing floor plan, all bid documents are included, etc. 20 points.
- F. Quality of materials. 5 points.

1 FLOOR PLAN



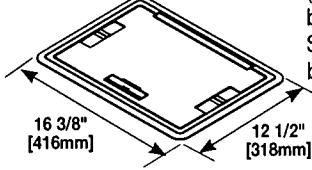
Evolution Series Floor Box Accessories Ordering Information

Catalog No./Item	Description/Specifications
EFB610CTCBK EFB610CTCGY EFB610CTCBS EFB610CTCNK EFB610CTCBZ	Surface Style Cover with Carpet Insert – Die cast aluminum cover assembly designed to be used on top of the floor covering. Available in the following powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK) and bronze (BZ). For use on Evolution Series 6-, 8- and 10-gang floor boxes (EFB6, EFB8 and EFB10).

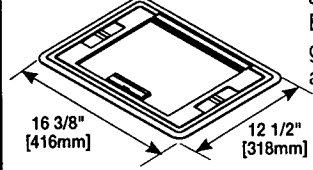


NOTE: Depth of recess area in plate is 1/4" [6.35mm].

Catalog No./Item	Description/Specifications
EFB610BTBK EFB610BTGY EFB610BTBS EFB610BTNK EFB610BTBZ	Flush Style Cover with Solid Lid – Die cast aluminum cover assembly designed to be used on top of floor covering. Available in the following powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK) and bronze (BZ). For use on Evolution Series 6-, 8- and 10-gang floor boxes (EFB6, EFB8 and EFB10).

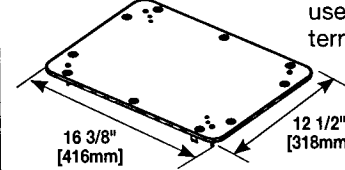


Catalog No./Item	Description/Specifications
EFB610CTBK EFB610CTGY EFB610CTBS EFB610CTNK EFB610CTBZ	Flush Style Cover with Carpet Insert – Die cast aluminum cover assembly designed to be used level (flush) with finish floor covering. Available in the following powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK) and bronze (BZ). For use on Evolution Series 6-, 8- and 10-gang floor boxes (EFB6, EFB8 and EFB10).



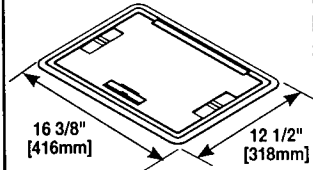
NOTE: Depth of recess area in plate is 1/4" [6.35mm].

Catalog No./Item	Description/Specifications
EFB610CTR	Bare Concrete/Terrazzo Trim Ring – Nonmetallic ring for use with bare concrete and terrazzo floor applications.

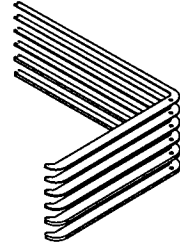


NOTE: Ring must be attached to the floor box before pouring concrete or terrazzo.

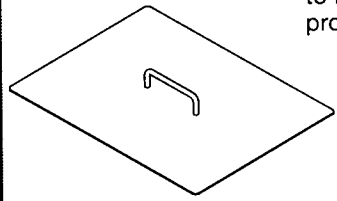
Catalog No./Item	Description/Specifications
EFB610BTCBK EFB610BTCGY EFB610BTCBS EFB610BTCNK EFB610BTCBZ	Surface Style Cover with Solid Lid – Die cast aluminum cover assembly designed to be used on top of floor covering. Available in the following powder coated finishes: black (BK), gray (GY), brass (BS), nickel (NK) and bronze (BZ). For use on Evolution Series 6-, 8- and 10-gang floor boxes (EFB6, EFB8 and EFB10).



Catalog No./Item	Description/Specifications
EFB610-TS	Tile Shim – Used for floor coverings greater than 3/16" [4.7mm]. The EFB610-TS allows the finished cover assembly to be flush with the finished floor. Includes one (1) 1/16" [1.6mm], one (1) 1/8" [3.2mm] and one 1/4" [6.4mm] tile shims for 7/16" [11.1mm] of upward adjustment.

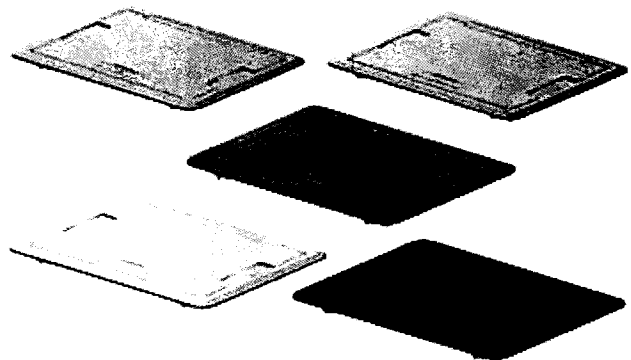


Catalog No./Item	Description/Specifications
EFB-Template	Floor Box Template – Designed to help mark out floor to insure a proper fit.



Load Capacities for Evolution Series Floor Box Cover Assemblies	
CATALOG NUMBERS	MAXIMUM LOAD IN POUNDS
EFB610BTC Series	1800
EFB610CTC Series	1800
EFB610BT Series	1800
EFB610CT Series	1800

NOTE: Load applied through a 3" [76mm] mandrel in center of the cover. Loads above are static loads only and do not pertain to rolling loads.



Evolution Series Floor Box Covers are available in powder coated finishes of: (L to R) gray, nickel, bronze, brass and black.

April 22, 2016

Lexington-Fayette Urban County Government
Director, Division of Central Purchasing
200 East Main Street
Lexington, KY 40507

Thank you for the opportunity to provide our revised proposal for Bid No. 56-2016 for Dispatch Furniture for LFUCG E911 PSOC. We know that you have a choice in the marketplace and feel privileged to participate in the process.

Watson Dispatch pioneered adjustable console furniture for the Public Safety industry in 1986. As the first manufacturer to develop adjustable, ergonomic consoles designed specifically for mission critical 24/7 environments, we have more installations than any other console furniture manufacturer, numbering more than 3,000 high demand Public Safety centers with over 10,000 positions installed nationwide. Perhaps most important, we build console furniture that lasts. The durability of the pieces reduces the total cost of ownership, saving our customers tens of thousands of dollars over the "life" of our products.

Watson differentiates itself from other manufacturers in numerous ways. One way is in practical environmentalism. Watson does not just say that we are "green", we prove it. In September 2011, *Seattle Business* magazine honored Watson as the "Top Green Manufacturer" among 50 companies reviewed in the state of Washington for our demonstrated commitment to sustainable manufacturing processes. In 2005 and 2013, Watson received the *GSA Evergreen Award*, a recognition bestowed on only one furniture manufacturer each year for exemplary efforts in recycling, affirmative procurement and waste reduction.

Another differentiator is in our innovation. Watson listens to the customers that we meet and uses their feedback to improve upon our product. In 2010, our Synergy3 console design was selected by committee as a "Hot Product" at the APCO Conference and featured in the November *Public Safety Communications* magazine. Our ZONE line of personal storage lockers received the same recognition in 2011.

Watson is proposing our ***Mercury Dispatch Consoles for the dispatcher and supervisor positions and Mercury Command Consoles for the call takers*** in response to this bid request. Please see literature and details under "Resources" section.

Thank you again for the opportunity to respond. Should you come across any areas of this proposal in which you need further clarification, please do not hesitate to contact us. We look forward to working with you on this project.

Sincerely,



Kelly Dowling
Project Coordinator
kdowling@watsonfg.com

Table of Contents

SECTION 1	BID DOCUMENTS
SECTION 2	COMPANY HISTORY REFERENCES
SECTION 3	MERCURY QUOTE DRAWINGS
SECTION 4	PROJECT IMPLEMENTATION PLAN GANTT CHART WARRANTY
SECTION 5	RESOURCES

SECTION 1

BID DOCUMENTS

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 \$200.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 4/19/16

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 Watson Furniture Group, Inc.

Date 4/22/2016

* 1. A corporation duly organized and doing business under the laws of the State of Washington, for whom Kelly Dowling, bearing the official title of Project Coordinator, 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, Kelly Dowling, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Kelly Dowling and he/she is the individual submitting the bid or is the authorized representative of Watson Furniture Group, Inc., 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.

Kelly Dowling

(Affiant)

STATE OF _____

COUNTY OF _____

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

_____ on this the _____ day of _____, 20_____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

Item 3. Bidder's Affidavit: Watson Furniture Group, Inc.

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Kelly Dowling is the person who appeared before me, and said person acknowledged that (she) signed this instrument and acknowledged it to be (her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

04/22/2016

. . . .
(Signature)



Title: Notary Public
My appointment
expires 04/1/2019



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.

Item No.	Description w/Unit Bid Price Written in Words	Quantity	Unit	Unit Price	Total Bid Amount
1.	Dispatch Workstations (Materials) as per specs for <u>ten thousand one hundred twenty four</u> Dollars <u>zero</u> Cents	10	EA	\$ <u>10,124.00</u>	\$ <u>101,240.00</u>
2.	Dispatch Workstations (Labor) as per specs for <u>two thousand two hundred fifty nine</u> Dollars <u>zero</u> Cents	10	EA	\$ <u>2,259.00</u>	\$ <u>22,590.00</u>
3.	Dispatch Workstations (Optional Environmental Control System) as per specs for <u>one thousand</u> Dollars <u>zero</u> Cents	10	EA	\$ <u>1,000.00</u>	\$ <u>10,000.00</u>
4.	Supervisor Workstations (Materials) as per specs for <u>thirteen thousand five hundred six</u> Dollars <u>twenty</u> Cents	2	EA	\$ <u>13,506.20</u>	\$ <u>27,012.40</u>

Item No.	Description w/Unit Bid Price Written in Words	Quantity	Unit	Unit Price	Total Bid Amount
5.	Supervisor Workstations (Labor) as per specs for <u>two thousand two hundred fifty nine</u> _____ Dollars _____ Cents <u>zero</u>	2	EA	\$ <u>2,259.00</u>	\$ <u>4,518.00</u>
6.	Supervisor Workstations (Optional Environmental Control System) as per specs for <u>one thousand</u> _____ Dollars _____ Cents <u>zero</u>	2	EA	\$ <u>1,000.00</u>	\$ <u>2,000.00</u>
7.	Call Taker Furniture (Materials) as per specs for <u>six thousand three hundred forty nine</u> _____ Dollars _____ Cents <u>forty</u>	12	EA	\$ <u>6,349.40</u>	\$ <u>76,192.80</u>
8.	Call Taker Furniture (Optional Environmental Control System) as per specs for <u>one thousand five hundred ninety eight</u> _____ Dollars _____ Cents <u>zero</u>	12	EA	\$ <u>1,598.000</u>	\$ <u>19,176.00</u>
9.	Call Taker Furniture (Labor) as per specs for <u>two thousand two hundred fifty nine</u> _____ Dollars _____ Cents <u>zero</u>	12	EA	\$ <u>2,259.00</u>	\$ <u>27,108.00</u>
Options per console workstation (material, labor, delivery and installation)					
10.	Personal computer cabinet fan for <u>three hundred seventy one</u> _____ Dollars _____ Cents <u>twenty</u>	NA	EA	\$ <u>371.20</u>	
11.	Workstation personal fan for _____ _____ Dollars _____ Cents	NA	EA	\$ <u>n/a</u>	Included as standard in Environmental System
12.	Task lighting for <u>one hundred ninety two</u> _____ Dollars _____ Cents <u>forty</u>	NA	EA	Included as standard in Environmental System for all positions except call takers. \$ <u>192.40</u>	
13.	Wrist rest for <u>thirty seven</u> _____ Dollars _____ Cents <u>fifty</u>	NA	EA	\$ <u>37.50</u>	
14.	Document holder for _____ _____ Dollars	NA	EA	\$ <u>n/a</u>	

Item No.	Description w/Unit Bid Price Written in Words	Quantity	Unit	Unit Price	Total Bid Amount
	_____ Cents				
15.	One (1) Year Maintenance Agreement for _____ _____ Dollars _____ Cents	NA	EA	1 visit per year = \$1,875.00 2 visits per year = \$2,645.00 \$ _____	
16.	Three (3) Year Maintenance Agreement for _____ _____ Dollars _____ Cents	NA	EA	1 visit per year = \$5,625.00 2 visits per year = \$7,932.00 \$ _____	
17.	Five (5) Year Maintenance Agreement for _____ _____ Dollars _____ Cents	NA	EA	1 visit per year = \$9,375.00 2 visits per year = \$13,219.00 \$ _____	

TOTAL OF ALL BID PRICES FOR Dispatch Furniture for the LFUCG E911 PSOC Project (Items 1 through 9) in words and figures. In case of discrepancy, the amount shown in words will govern.

Two hundred eighty nine thousand, eight hundred thirty seven dollars and twenty cents

_____ (\$ 289,837.20 _____).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
see References		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
City of Detroit	Detroit, MI	\$660,000.00
City Seattle	Seattle, WA	\$750,000.00

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>

Submitted by:

Watson Furniture Group, Inc.

Firm

26246 Twelve Trees Lane NW

Address

Poulsbo, WA 98370

City, State & Zip

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

Kelly Dowling Project Coordinator

Signature of Authorized Company Representative – Title

Kelly Dowling

Representative/s Name (Typed or Printed)

360-394-1316

360-394-1322

Area Code – Phone – Extension

Fax #

kdownling@watsonfg.com

E-Mail Address

OFFICIAL ADDRESS:

24246 Twelve Trees Lane NW

Poulsbo, WA 98370

(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: Watson Furniture Group, Inc.
- 2. Permanent Place of Business: Poulsbo, WA
- 3. When Organized: 1968
- 4. Where Incorporated: Washington
- 5. Construction Plant and Equipment Available for this Project:

Manufacturing Facility in Poulsbo, WA with costume furniture making equipment and materials.

(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:

Please see attached Bid Bond (Surety)

Signed: [Signature] (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>
see References		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
City of Detroit	Detroit, MI	\$660,000.00
City Seattle	Seattle, WA	\$750,000.00

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>
Please see Key Personnel		

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>
None			

(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>	<u>% of Work</u>
1. <u>None</u>	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
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 # 56-2016

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. 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.

Watson Furniture Group, Inc.
Company
4/22/2016
Date

Kelly Dowling
Company Representative
Project Coordinator
Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 56-2016

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. 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.

Watson Furniture Group, Inc.
 Company
 4/22/2016
 Date

Kelly Dowling
 Company Representative
 Project Coordinator
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 56-2016

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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
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.

Watson Furniture Group, Inc.
 Company
4/22/2016
 Date

Kelly Dowling
 Company Representative
Project Coordinator
 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 # 56-2016
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
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.

Watson Furniture Group, Inc.
Company
4/22/2016
Date

Kelly Dowling
Company Representative
Project Coordinator
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 56-2016

Not applicable as Watson utilizes only factory certified installers and is not subcontracting work.

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.

 Watson Furniture Group, Inc.
Company
 4/22/2016

Date

 Kelly Dowling

Company Representative
 Project Coordinator

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 XX 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: _____ Please see Key Personnel Document

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

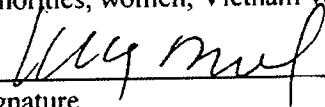
- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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.


Signature

Watson Furniture Group, Inc.

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 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 Watson Furniture Group, Inc.

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.

CO# N029805
 U# N029805

**EQUAL EMPLOYMENT OPPORTUNITY
 2015 EMPLOYER INFORMATION REPORT
 SINGLE ESTABLISHMENT REPORT - TYPE 1**

SECTION B - COMPANY IDENTIFICATION

1. WATSON FURNITURE GROUP
 26246 TWELVE TREES LN NW
 POULSBO, WA 98370

2. WATSON FURNITURE GROUP
 26246 TWELVE TREES LN NW
 POULSBO, WA 98370

KITSAP COUNTY
 - Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:009479296 EIN :910836983

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 337211 Wood Office Furniture
 Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	MALE	FEMALE	***** 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/SA OFFICIALS & MGRS	0	0	5	0	0	0	0	0	1	0	0	0	0	0	6
FIRST/MID OFFICIALS & MGRS	0	0	13	0	1	2	1	0	4	0	0	0	0	0	21
PROFESSIONALS	0	0	14	0	0	0	0	0	3	0	0	0	0	1	18
TECHNICIANS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6
SALES WORKERS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
ADMINISTRATIVE SUPPORT	0	0	12	0	0	0	0	0	17	0	0	0	0	1	30
CRAFT WORKERS	3	0	29	5	2	2	0	2	1	0	0	0	0	0	44
OPERATIVES	3	1	49	4	5	3	0	3	14	1	1	0	2	1	87
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	7	1	130	9	8	7	1	5	40	1	1	0	2	3	215
PREVIOUS REPORT TOTAL	4	1	119	9	1	6	5	3	39	0	1	1	2	5	196

SECTION F - REMARKS

DATES OF PAYROLL PERIOD:
 SECTION G - CERTIFICATION

CERTIFYING OFFICIAL:
 EEO-1 REPORT CONTACT PERSON:
 EMAIL: JREICKS@WATSONFG.COM

JESSICA REICKS
 JESS REICKS

TITLE: HR MANAGER
 TITLE: HR MANAGER
 TELEPHONE NO: 3603941300

CERTIFIED DATE[EST]:

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: WATSON FURNITURE GROUP, INC.

Employee ID: _____

Address: 26246 TWELVE TREES LANE NW, POULSBO, WA 98370

Phone: 360-394-1300

Project to be insured: Lexington-Fayette Urban County Government Dispatch Furniture for E911 PSOC

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	\$ See COI attached			
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.

See COI attached

Agency or Brokerage _____

Kelly Dowling

Name of Authorized Representative _____

Street Address _____

Project Coordinator

Title _____

City _____ State _____ Zip _____

Authorized Signature _____

4/22/16

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: Dispatch Furniture for LFUCG E911 PSOC

BID NUMBER: 56-2016

**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 Watson Furniture Group, Inc. 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.

Watson Furniture Group, Inc.

Name of Firm Submitting Bid



Signature of Authorized Official

Project Coordinator

Title

4/22/2016

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: Watson Furniture Group, Inc.

Project: Dispatch Furniture for LFUCG E911 PSOC

Printed Name and Title of Authorized Representative: Kelly Dowling - Project Coordinator

Signature: 

Date: 4/22/2016

END OF SECTION

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Watson Furniture Group, Inc.

of Poulsbo, WA (hereinafter called the Principal),

as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Lexington Fayette Urban City Government

(hereinafter called the Obligee) in the penal sum of five percent (5%) of the total bid amount

Dollars (_____)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Dispatch Furniture for LFUCG E911 PSOC

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 21st day of April, 2016.

[Signature]

Witness

Watson Furniture Group, Inc.

(Seal)

Principal

[Signature]
CEO
Title

[Signature]

Tom Gockel

Witness

The Ohio Casualty Insurance Company

By

[Signature]
Regan Hupf

Attorney-in-Fact



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. 7068161

American Fire and Casualty Company
The Ohio Casualty Insurance Company

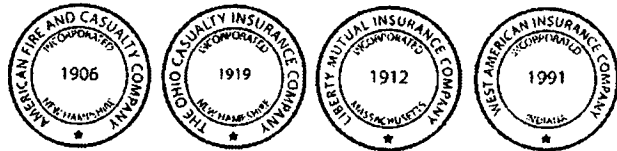
Liberty Mutual Insurance Company
West American Insurance Company

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, Christian Rider; Donald W. Bacic; Kathleen M. Moss; Marilyn Larson; Regan Hupf

all of the city of Seattle, state of WA 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 seals of the Companies have been affixed thereto this 24th day of July, 2015.



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 24th day of July, 2015, 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

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.

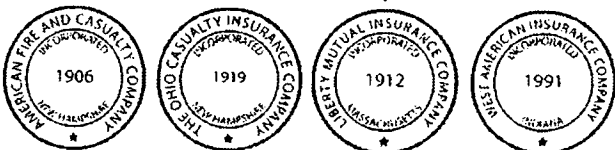
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 21st day of April, 2016.



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2015

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

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

PRODUCER WA#712152 1-206-343-2323 AssuredPartners of Washington, LLC dba MCM MCM Benefits and Insurance Services, LLC, CA Lic #0F82099 1325 Fourth Avenue, Suite 2100 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Watson Furniture Group, Inc. 26246 Twelve Trees Lane NW Poulsbo, WA 98370	INSURER A: CONTINENTAL WESTERN INS CO		10804
	INSURER B: TRAVELERS PROP CAS CO OF AMER		25674
	INSURER C:		
	INSURER D: INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 45626488

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			CPA6022532	09/01/15	09/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			CPA6022532	09/01/15	09/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP15T0663615NF	09/01/15	09/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	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

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**POLICY CHANGE ENDORSEMENT -
FOR CERTAIN TYPES OF CHANGES ONLY**

This endorsement summarizes certain changes to your policy. All other terms of your policy not affected by these changes remain the same.

002

How Your Policy Is Changed

The following item(s):

- Insured's Name
- Insured's Mailing Address
- Policy Number
- Company
- Effective/Expiration Date
- Insured's Legal Status/ Bus. of Insured
- Payment Plan
- Premium Determination
- Additional Interested Parties
- Coverage Forms and Endorsements
- Limits/Exposures
- Deductibles
- Covered Property/Location Description
- Classification/Class Codes
- Rates
- Underlying Insurance

is (are) changed to read: (See also back page and additional page(s) if applicable)

PER YOUR REQUEST, EFFECTIVE 09/01/2015 THE FOLLOWING CHANGES ARE MADE TO THE POLICY POLICY DATES FOR UNDERLYING POLICY ACE FOREIGN ARE AMENDED TO 01/31/2015-09/01/2016

THE FOLLOWING POLICY IS ADDED:
 EMPLOYERS LIABILITY CARRIER:
 ISSUING COMPANY: HARTFORD CASUALTY INSURANCE COMPANY
 POLICY NUMBER: 52 WEC RY953
 EFFECTIVE DATES: 05/09/2015-05/09/2016
 \$500,000 EACH ACCIDENT/\$500,000 POLICY LIMIT/\$500,000 EACH EMPLOYEE
 UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

Premium Change Which Is Due Now

- No change
- To be adjusted at audit

Additional premium

Returned premium

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to:
WATSON FURNITURE GROUP INC

Authorized representative

Endorsement takes effect: 09/01/15
 Policy number: ZUP-15T06636-15-NF
 Processing date: 01/04/16 12:55 002



* 2 C O O 2 15T06636 11469 * M: 00 I: 000 T: 002

Scheduled Underlying Insurance

* 2 C O O 2 15T06636 11471 * M: 00 I: 000 T: 002

Commercial General Liability

Limits Of Liability

Carrier
CONTINENTAL WESTERN INSURANCE COMPANY

General Aggregate. \$2,000,000

Policy Number
CPA 6022532 23

Products/Completed Operations
Aggregate. \$2,000,000

Policy Period 09/01/2015 TO 09/01/2016

Personal and Advertising
Injury. \$1,000,000

Each Occurrence. \$1,000,000

Automobile Liability

Limits Of Liability

Carrier
CONTINENTAL WESTERN INSURANCE COMPANY

Bodily Injury And Property Damage Combined.
Each Accident
\$1,000,000

Policy Number
CPA 6022532 23

Bodily Injury.
Each Person Each Accident
\$ \$

Policy Period 09/01/2015 TO 09/01/2016

Property Damage.
Each Accident
\$

Employers Liability

Limits Of Liability

Carrier
CONTINENTAL WESTERN INSURANCE COMPANY

Bodily Injury By Accident
Each Accident
\$1,000,000*

Policy Number
CPA 6022532 23

Bodily Injury Disease
Policy Limit Each Employee
\$1,000,000* \$1,000,000*

Policy Period 09/01/2015 TO 09/01/2016

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES



Name of Insured Policy Number ZUP-15T06636-15-NF Effective Date 09/01/15
WATSON FURNITURE GROUP INC Processing Date 01/04/16 12:55 002

Scheduled Underlying Insurance

Commercial General Liability - FOREIGN

Carrier
ACE AMERICAN INSURANCE COMPANY

Policy Number
AS PER SCHEDULE ON FILE WITH THE COMPANY

Policy Period **01/31/2014 TO 01/31/2015**

Limits Of Liability

General Aggregate.	\$2,000,000
Products/Completed Operations Aggregate.	\$2,000,000
Personal and Advertising Injury.	\$1,000,000
Each Occurrence.	\$1,000,000

Automobile Liability

Carrier

Policy Number

Policy Period

Limits Of Liability

Bodily Injury And Property Damage Combined. Each Accident		
	\$	
Bodily Injury. Each Person	Each Accident	
	\$	\$
Property Damage. Each Accident		
	\$	

Employers Liability - FOREIGN

Carrier
ACE AMERICAN INSURANCE COMPANY

Policy Number
AS PER SCHEDULE ON FILE WITH THE COMPANY

Policy Period **01/31/2014 TO 01/31/2015**

Limits Of Liability

Bodily Injury By Accident Each Accident		
	\$1,000,000*	
Bodily Injury By Disease Policy Limit	Each Employee	
	\$1,000,000*	\$1,000,000*

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

CC: 000 D052
002
000 T:
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M:
11473
* 2 C 0 0 2 15T06636

Scheduled Underlying Insurance - Continued

Type Of Coverage:	Limits Of Liability
EMPLOYEE BENEFITS LIABILITY	
Carrier	\$1,000,000 EACH EMPLOYEE
CONTINENTAL WESTERN INSURANCE COMPANY	\$2,000,000 AGGREGATE
Policy Number	
CPA 6022532 23	
Policy Period 09/01/2015 TO 09/01/2016	

Type Of Coverage:	Limits Of Liability
FOREIGN EMPLOYEE BENEFITS LIABILITY	
Carrier	\$1,000,000 EACH CLAIM
ACE AMERICAN INSURANCE COMPANY	\$1,000,000 AGGREGATE
Policy Number	
AS PER SCHEDULE ON FILE WITH THE COMPANY	
Policy Period 01/31/2014 TO 01/31/2015	

Type Of Coverage:	Limits Of Liability
FOREIGN AUTOMOBILE LIABILITY	
Carrier	\$1,000,000 EACH OCCURRENCE
ACE AMERICAN INSURANCE COMPANY	
Policy Number	
AS PER SCHEDULE ON FILE WITH THE COMPANY	
Policy Period 01/31/2014 TO 01/31/2015	

Name of Insured	Policy Number ZUP-15T06636-15-NF	Effective Date 09/01/15
WATSON FURNITURE GROUP INC	Processing Date 01/04/16 12:55 002	
SU110 02-14		

Scheduled Underlying Insurance - Continued

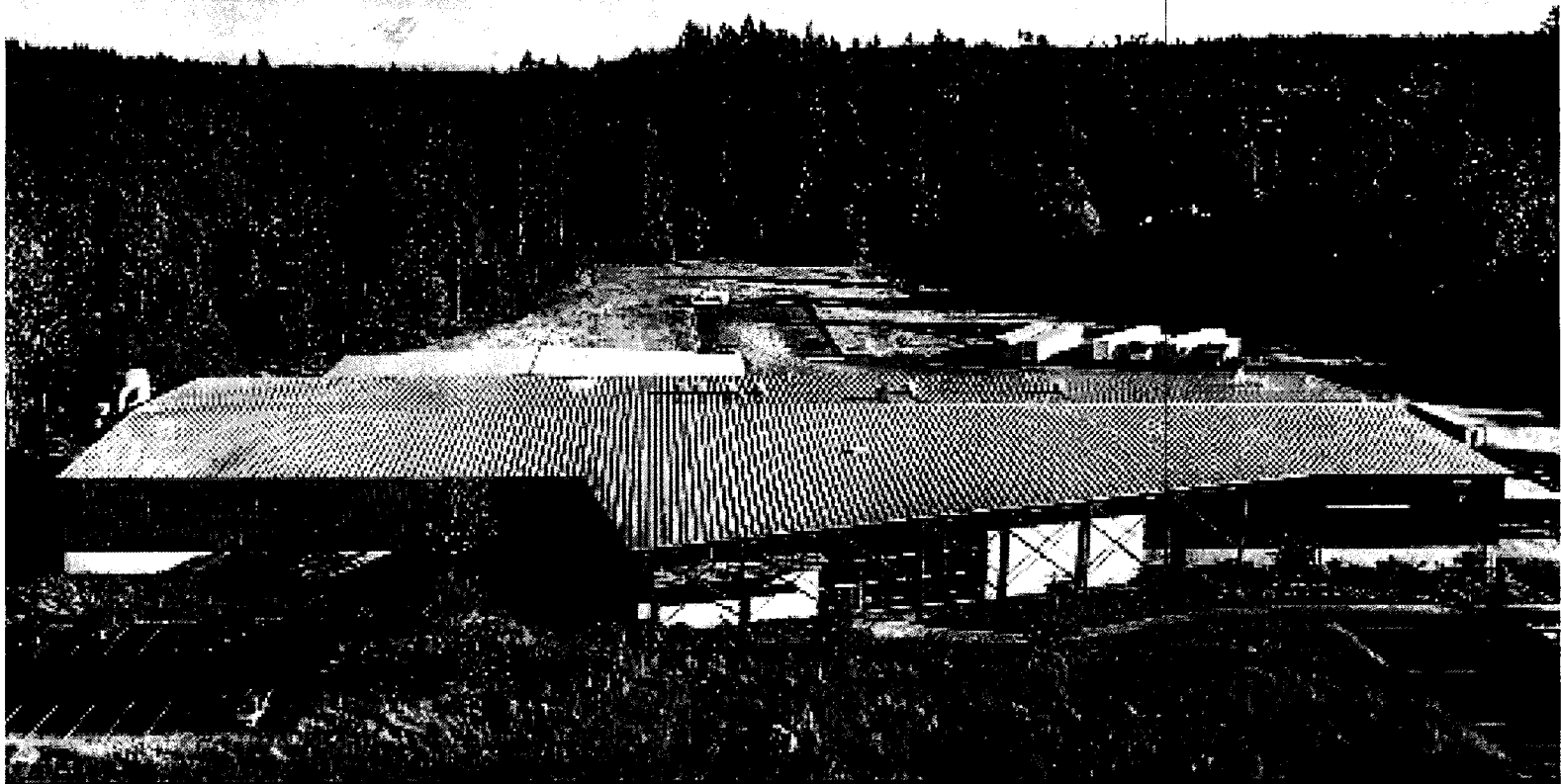
Type Of Coverage:	Limits Of Liability
FOREIGN EMPLOYERS LIABILITY	
Carrier	\$1,000,000 EACH ACCIDENT
ACE AMERICAN INSURANCE COMPANY	\$1,000,000 POLICY LIMIT
	\$1,000,000 EACH EMPLOYEE
Policy Number	
AS PER SCHEDULE ON FILE WITH THE COMPANY	
Policy Period 01/31/2015-09/01/2016	

Type Of Coverage:	Limits Of Liability
EMPLOYERS LIABILITY	
Carrier	\$500,000 EACH ACCIDENT
HARTFORD CASUALTY INSURANCE COMPANY	\$500,000 POLICY LIMIT
	\$500,000 EACH EMPLOYEE
Policy Number	
52 WEC RY953	
Policy Period 05/09/2015-05/09/2016	
UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES	

Type Of Coverage:	Limits Of Liability
Carrier	
Policy Number	
Policy Period	

SECTION 2

COMPANY HISTORY
REFERENCES



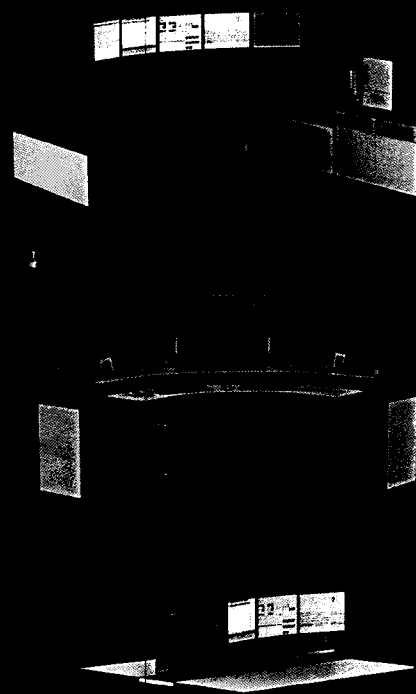
A LEGACY OF DISPATCH

Watson is a Pacific Northwest furniture manufacturer. We design and build agile workplace solutions for some of the biggest and most dynamic companies in the world and have done so for more than fifty years. We make each product in our manufacturing facility near Seattle using methods rivaling the best. Our designs are user-driven and delivered with a modern environmental sensibility.

Watson manufactured the first ergonomic dispatch console in 1986. Nearly 30 years later, Watson Dispatch continues to lead the industry with thoughtful dispatch solutions.

Watson Dispatch pioneered the concept of ergonomically engineered adjustable furniture for call centers and today has more than 2500 installations across the U.S. Based at its advanced design and manufacturing facility outside Seattle, Watson operates a nationwide service and installation network.

With each new product, Watson Dispatch takes pride in raising the industry standards for quality, beauty and performance. A research driven design process ensures that each console is suited for the most advanced technology and meets all ergonomic standards.



watson
DISPATCH

OUR GUIDING PRINCIPLES

We don't believe in mission statements, but we are on a mission. Here's how we'll get there.

Built Here

All our products are manufactured at the Orchard, our 34 acre forested headquarters in the Pacific Northwest. This state-of-the-art facility converts regionally sourced raw materials to finished goods through advanced CNC machining processes and superior handcraft.

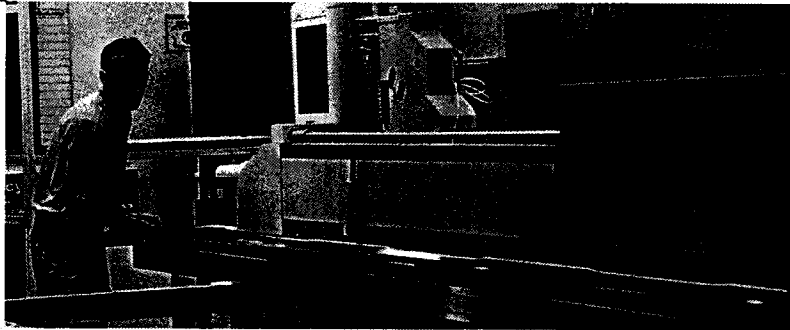


Distinctive Product

Each of our product lines are engineered for unmatched simplicity, beauty and durability. Our design process revolves around users' needs and sustainable manufacturing processes.

Financial Stability

Maintaining a strong cash position and avoiding debt enables us to thrive in economic downturns and invest in cutting edge manufacturing techniques and responsible growth.



People

We believe in the dignity of the working woman and man. We foster this dignity by providing competitive compensation and benefits, sharing our profits and maintaining high expectations.

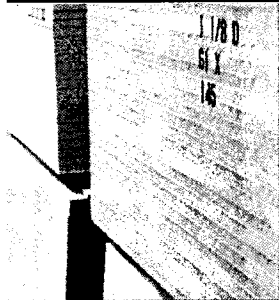
Practical Sustainability

We believe we should return this world in better condition than we found it. We adhere to the concept of Practical Environmentalism in which our aggressive pursuit to minimize impact on our planet is achieved within a disciplined structure of environmental and financial accountability.



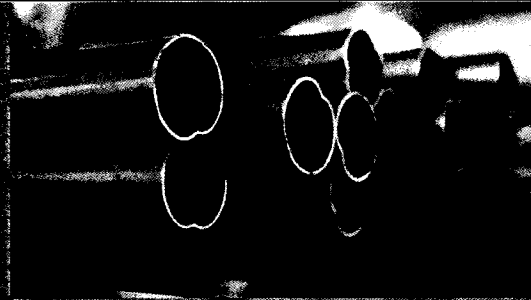
SUSTAINABLE MATERIALS

Watson is committed to “doing good” rather than simply “feeling good.” At the core of this philosophy, is finding practical and economical solutions to sourcing recycled materials and manufacturing sustainable products.



WOOD

Substrates used in our desks and storage components is 92% recycled industrial by-product from Northwest milling operations and 100% recyclable.



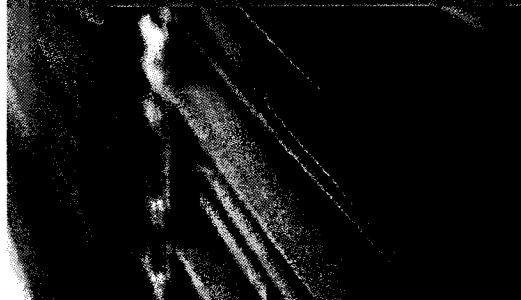
STEEL

The cold-rolled steel used in our legs, storage, desk supports, brackets and joinery has a recycled content of over 80%. All of our steel is 100% recyclable.



TEXTILE

Watson privacy screens are upholstered in 100% recycled polyester fabric made from reclaimed plastic bottles.



LAMINATE

Our GreenGuard certified laminates are comprised of phenolic resin and kraft paper and contain 22% recycled content.



ADHESIVES

Watson uses only nontoxic, water-based adhesives that emit low to no VOCs.



EDGE BANDING

Watson uses primarily PVC-free edge banding on all worksurfaces and storage.

REGIONAL SOURCING

Watson is committed to sourcing materials regionally. Local sourcing supports our economy and reduces carbon emissions associated with transporting materials long-distance. Projects within 500 miles of our factory qualify for LEED credit. Developers, nationwide, can be assured that project design steers away from using RED or YELLOW materials. We also employ design for disassembly – a process intended to maximize economic value and minimize environmental impacts through reuse, repair, remanufacturing and recycling.

24%

Within 500 Miles

4%

Beyond 500 Miles
in USA

7%

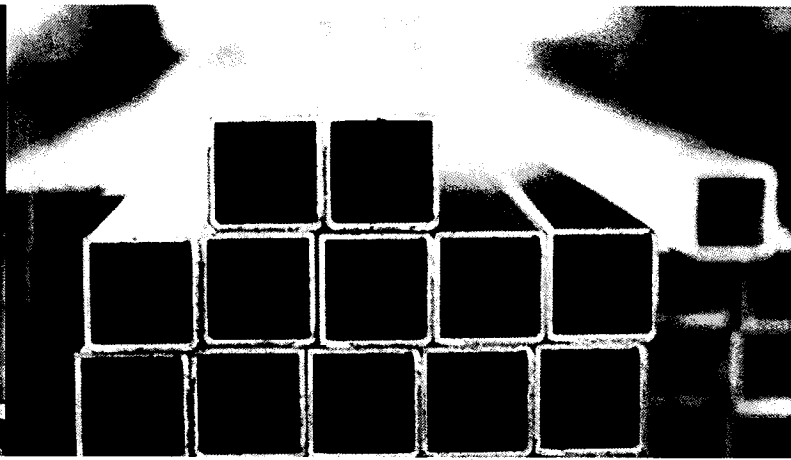
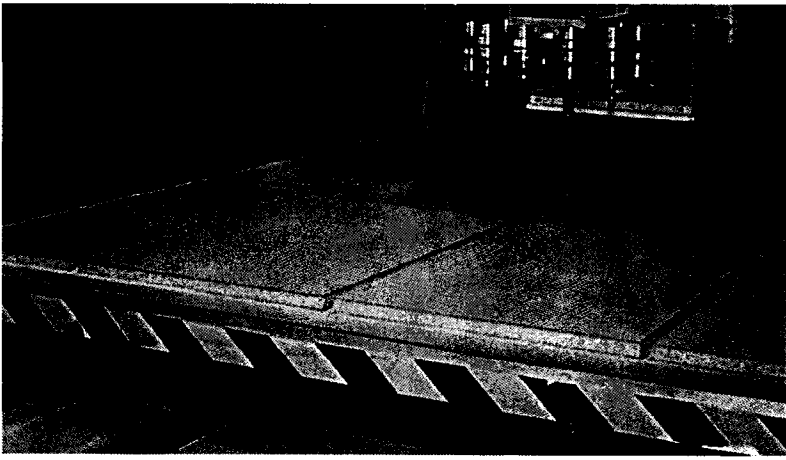
Beyond 500
Miles in Canada

7%

From Europe

10%

From Asia

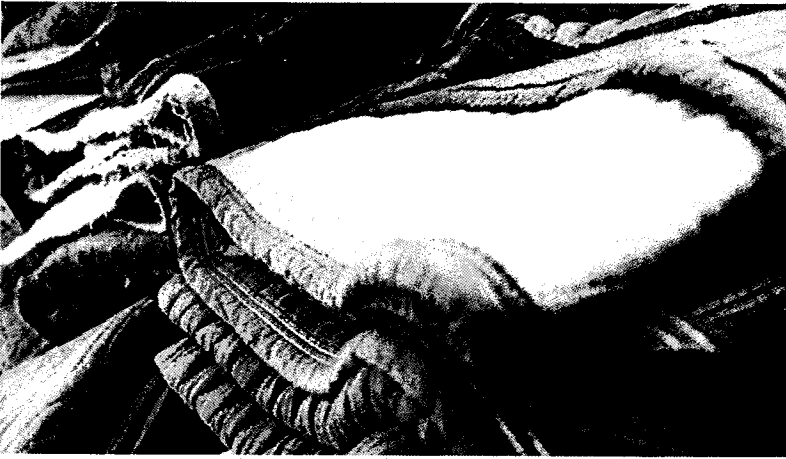


WOOD EFFICIENCIES

We use 95% recycled particleboard. In addition, our CNC routing and cutting equipment minimizes fall down material using advanced nesting algorithms. All dust and unused wood shavings are re-purposed as biomass fuel.

METAL PROCESSING

Our no discharge steam cleaning process uses water that is reclaimed, filtered and reused. Standard metal components are finished using an electrostatic powdercoat baking process that emits no VOCs.

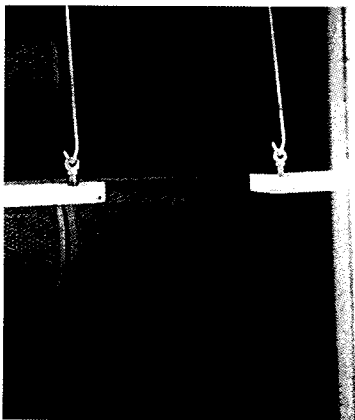


REUSABLE PACKAGING

Products are protected during shipping with reusable blanket wrapping. Where further protection is required, 100% recyclable honeycomb cardboard is used instead of foam.

SAWDUST RECLAIM

Every year 350,000 lbs of Watson sawdust is diverted from landfills and compressed into briquettes for fuel at a local paper mill.



RECLAIM POWDER

We use Reclaimed Pewter on the interior of all drawer bodies and some customers choose to specify it on all steel components. The unique color is created by combining multiple colors of over-sprayed powder that is generated in the powdercoating process and usually thrown into the landfill. The color of each batch varies slightly according to the mix of powders we use.

RECYCLING BINS

Scrap is sorted into container recycling bins marked with the dollar value of each material. This reminder helps us improve our current rate of 93% waste diverted from landfill.



THE ORCHARD

Watson's unique multipurpose facility, the Orchard, was designed to provide a healthy, safe and active work environment for employees while resting gently on the natural surroundings.

Water Efficient Landscaping: The developed land is planted with native Northwest grasses, trees and vegetation that thrive without irrigation or chemical fertilizers and require minimal motorized maintenance.

Water Use & Treatment: The Orchard receives water from a nearby well and does not release wastewater. Rather, black and gray waste water is processed in a monitored on-site septic system designed to preserve the integrity of nearby natural resources.

Energy Performance: Our building operates with maximum energy efficiency year round utilizing large amounts of natural lighting, efficient lighting systems, full loft ceiling insulation, heat pumps and heat reclamation processes.

Building Maintenance & Recycling: We employ non-intrusive cleaning products in both manufacturing and administrative areas, and we recycle more than 76% of our waste material.

KEY PERSONNEL

You will be supported by a solid project team with impeccable reputations, decades of industry experience, and proven commitment to customer satisfaction.

Following is a breakdown of expected support activities.



Michael Shelby Local Manufacturer's Representative

Michael Shelby has been an associate of Thomas Shelby & Co, Inc. for 30 plus years, representing multiple manufactures. During his years at Thomas Shelby & Co, Inc. he has been appointed as project manager for more than 25 years on multiple projects across the communications spectrum. When the Watson Dispatch Furniture line was brought on board in the early 1990s, Michael took the lead with this line and organized his sales team to cover a six state geographical territory. He has worked on projects in the dispatch communications market that have ranged from one position installs up to as many as forty positions at the same location. He also has experience and training in servicing and maintaining existing installs. Currently he manages his team of certified installers and technicians to provide the customer with a streamlined install and a very attentive service center.



Kelly Dowling Inside Sales

Kelly has been part of the Watson team since 2011. Kelly will be your primary factory contact and will be responsible for ensuring that all milestones are met so that your order is produced, shipped, and installed on the agreed upon dates. She will work hand-in-hand with your local representative on all aspects of this project.

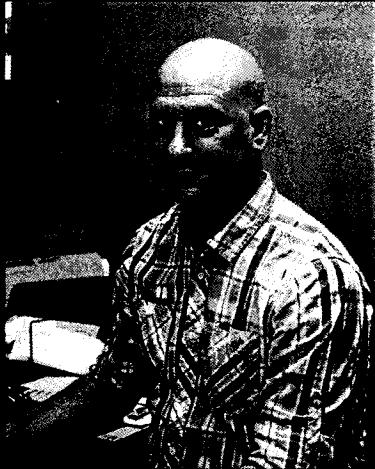
Acting as the single point of contact, your dedicated inside sales representative is appointed as the voice of the customer within Watson. Ensuring flawless performance, the account manager is responsible for projects from the preliminary planning process to job completion to post-sale customer service, communicating and coordinating processes with each departments, and providing proper resolution to any financial, schedule, quality, or performance issues as needed.



Jeremy Nixon Project Design Services

Jeremy joined Watson in January of 2010 as part of the design team. In his current role he is responsible for technical review of all orders, quoting dispatch parts orders, verification of installation arrangements, and all post-sales activity for existing dispatch installations. His background on the design team has afforded him a deep understanding of the Watson Dispatch product lines, ensuring accuracy in order fulfillment.

Using AutoCAD-generated illustrations and, as needed, high resolution renderings, our space planners will collaborate with Intrado to determine ideal configuration solutions to meet the your architectural and functional requirements.



Quint Andrae Technical Sales Manager

Quint is currently Technical Sales Manager for Watson Dispatch. Quint joined the Watson team in 1994 as a Design Engineer. He has 20 years experience in the Public Safety industry. He has worked for the first 18 years at Watson designing and building ergonomic 24/7 consoles specifically for the Dispatch Center. 2 years ago he made the transition to the Sales Team to utilize his industry and product knowledge. He has attended over 75 State, Regional and National Public Safety conferences over his career.



Brian Hickson Post Sales Service Manager

Brian began his tenure with Watson in 2006 as a project coordinator where he assisted the sales team with as many as 350 individual sales projects at one time. In his role as Western Regional Technical Service representative for Watson, he was in charge of installation and customer service needs for the Western United States. In his current role as Post Sales Manager, Brian manages an internal team of service technicians and installers as well as coordinating a network of external service providers. Brian is Watson's front-line troubleshooter for all installation and technical services questions and concerns.



Mike Palmer National Sales Manager

Mike joined the Watson team in 2012, bringing with him over 25 years experience in the contract office furniture industry. Mike has extensive sales and marketing background and has focused on engaging with the Public Safety market for the past two years. Mike is responsible for leading the Watson Dispatch sales team and is actively involved in major projects from inception through post sale. Mike is an alumnus of Kansas State University where he graduated with a degree in Business Administration. Current Affiliations: APCO-Commercial Member NENA-Associate Member. Previous affiliations: Corenet-Service Provider Member, IFMA- Associate Member.

REFERENCES

Watson has over 25 years of experience serving the public safety market. Below is a sample of our many satisfied customers across the country.



Kern County Fire Bakersfield, California

Number of Positions: 9
Product Line: Mercury
Project Start Date: May 12, 2014 (Install start date)
Project End Date: May 16, 2014 (Install end date)
Console Budget: \$155,000
Customer Contact: Melinda Hunley
Phone Number: (661) 868-4058

Kern County Fire was an early adopter of the Mercury product line. The customer appreciated the focus on user control and comfort and technology capabilities of the product. The consoles were installed in May of 2014 and the department has served as a showcase installation for Watson, hosting many nearby centers to view the product line.



Weld County 9-1-1 Greeley, Colorado

Number of Positions: 14
Product Line: Mercury
Project Start Date: December 16, 2013 (Install start date)
Project End Date: December 20, 2013 (Install end date)
Console Budget: \$225,000
Customer Contact: Mike Wallace
Phone Number: (970) 573-9187

Weld County installed Mercury consoles in their new center in late 2013. The center also took advantage of Watson's commercial furniture lines to outfit other areas of their center with conference and training spaces, and a locker installation with products that complement Mercury in aesthetics and quality.



Umatilla County 9-1-1 Pendleton, Oregon

Number of Positions: 6
Product Line: Mercury
Project Start Date: April 22, 2014 (Install start date)
Project End Date: April 25, 2014 (Install end date)
Console Budget: \$105,000
Customer Contact: Kathy Lieuallen
Phone Number: (541) 966-3608

Umatilla County installed Mercury consoles in their new center in late 2013. The center also took advantage of Watson's commercial furniture lines to outfit other areas of their center with conference and training spaces, and a locker installation with products that complement Mercury in aesthetics and quality.



Burlington Police Department Burlington, North Carolina

Number of Positions: 6
Product Line: Mercury
Project Start Date: March 30, 2015 (Install start date)
Project End Date: April 1, 2015 (Install end date)
Console Budget: \$120,000
Customer Contact: Ann Curtis
Phone Number: (336)229-3579

Burlington Police Department purchased Mercury consoles for install in the Spring of 2015. The project included single-phase, live cutover installation by Watson certified installers.



Eversource Berlin, Connecticut

Number of Positions: 30
Product Line: Mercury
Project Start Date: May 4, 2015 (Install start date)
Project End Date: May 10, 2015 (Install end date)
Console Budget: \$535,000
Customer Contact: Joseph Mongilo
Phone Number: (203) 530-3928

Eversource represented an expansion into the public utilities market for Watson. The project was unique in that it was purchased through a commercial furniture dealer. One of our largest Mercury projects to date, the product line helped the center achieve space planning goals as well as providing superior user comfort and technology support.



Kauai Police Department Lihue, Hawaii

Number of Positions: 5
Product Line: Synergy 3
Project Start Date: February 24, 2014 (Install start date)
Project End Date: March 1, 2014 (Install end date)
Console Budget: \$70,000
Customer Contact: Dexter Takashima
Phone Number: (808) 241-1647

The Kauai Police Department is Watson's most recent installation in Hawaii. The center chose Watson's Synergy product line which allows for traditional 90-degree console planning with many comparable features of Mercury.



Department of Emergency Management Honolulu, Hawaii

Number of Positions: 15
Product Line: Synergy 2
Project Start Date: September 14, 2010 (Install start date)
Project End Date: June 28, 2011 (Install end date)
Console Budget: \$65,000
Customer Contact: Harold Buckle
Phone Number: (808) 542-3439

The Department of Emergency Management purchased Synergy consoles which were installed in two phases between September 2010 and June 2011.

SECTION 3

MERCURY QUOTES

DRAWINGS

QUOTATION



Watson Furniture Group
 26246 Twelve Trees Lane NW
 Poulsbo, WA 98370
 (360) 394-1300

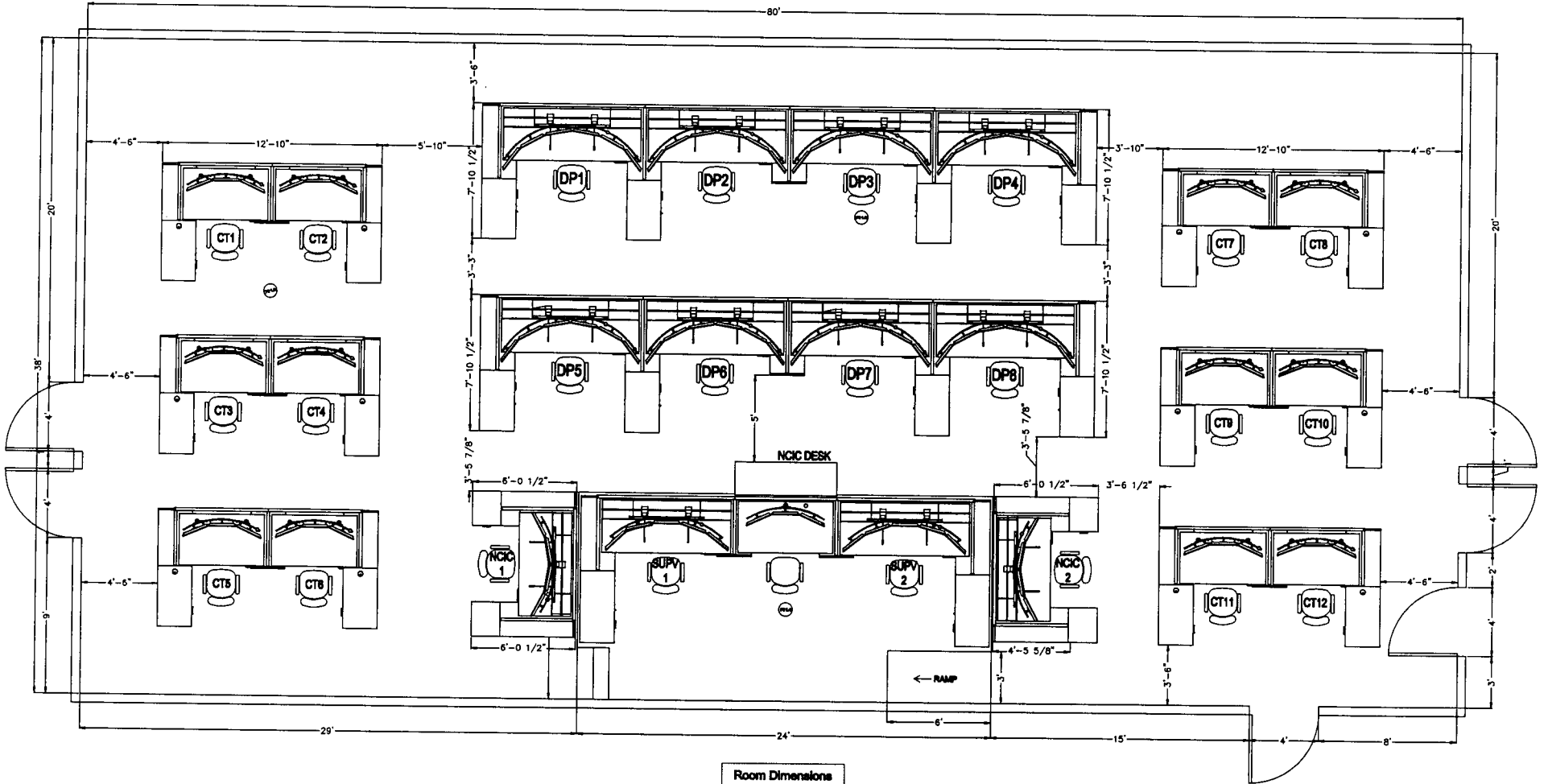
To: LFUCG
 Director, Division of Central Purchasing
 20 East Main Street
 Lexington, KY 40507

No.: Bid # 56-2016
 Date: 4/22/2016
 Expiration Date: 10/22/2016

Qty	Description	Unit	Extension
10 ea.	MERCURY DISPATCH - DISPATCH AND NCIC WORK STATIONS Includes: CPU STORAGE PERSONAL STORAGE 6 MONITORS HEIGHT ADJUSTABLE WORKSURFACE AND MONITOR ARRAY DEPTH ADJUSTABLE WORK SURFACE	\$10,124.00	\$101,240.00
12 ea.	MERCURY COMMAND CALL TAKER WORK STATIONS Includes: CPU STORAGE PERSONAL STORAGE 6 MONITORS HEIGHT ADJUSTABLE WORKSURFACE	\$6,349.40	\$76,192.80
2 ea.	MERCURY DISPATCH - SUPERVISOR WORK STATIONS Includes: CPU STORAGE PERSONAL STORAGE 6 MONITORS HEIGHT ADJUSTABLE WORKSURFACE AND MONITOR ARRAY DEPTH ADJUSTABLE WORK SURFACE	\$13,506.20	\$27,012.40
12 ea.	ENVIRONMENTAL CONTROLS - DISPATCH, NCIC, SUPERVISOR	\$1,000.00	\$12,000.00
12 ea.	ENVIRONMENTAL CONTROLS - CALL TAKERS	\$1,598.00	\$19,176.00
1 ea.	INSTALLATION LABOR		\$45,216.00
1 ea.	DELIVERY		\$9,000.00
GRAND TOTAL			\$289,837.20

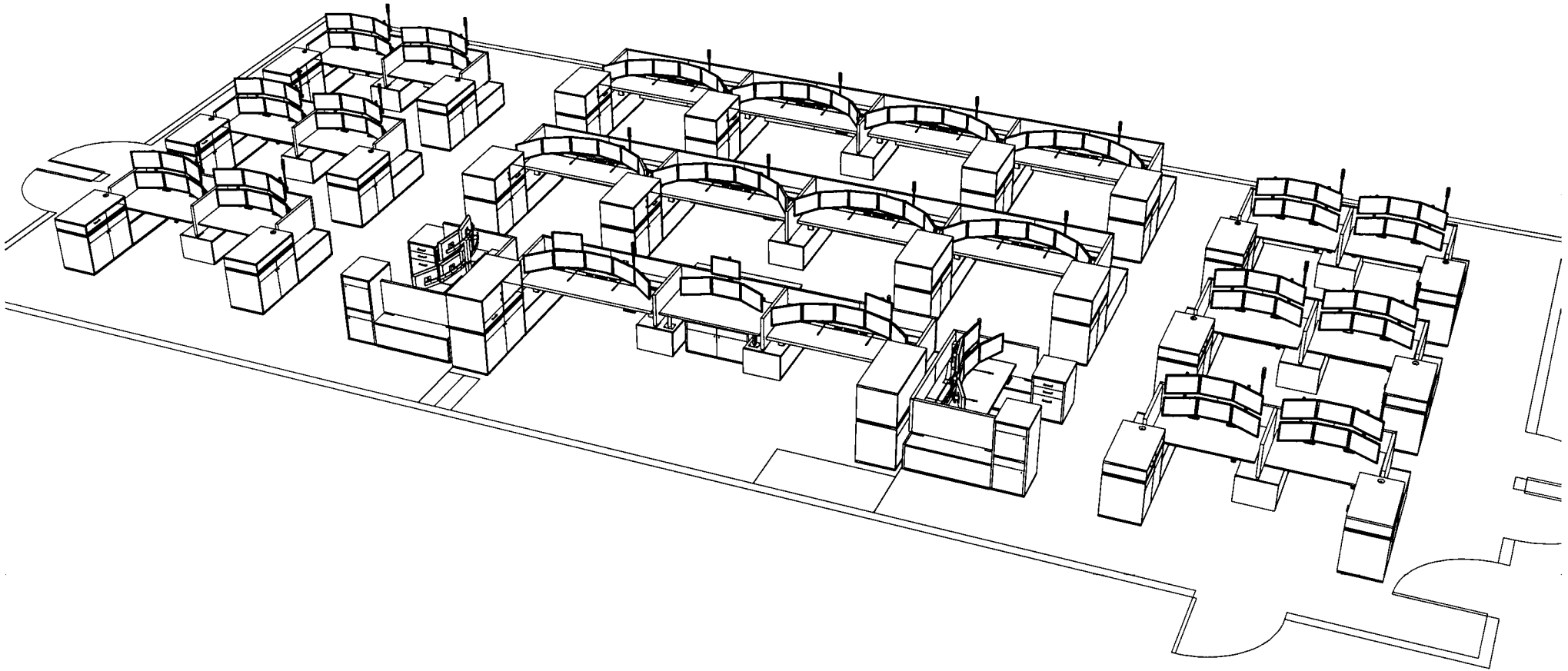
OPTIONAL ITEMS

1 ea.	PERSONAL COMPUTER FANS (4 PACK)	\$371.20
1 ea.	TASK LIGHTING	\$192.40
1 ea.	WRIST WREST	\$37.50
1 ea.	One year annual cleaning and preventative maintenance	\$1,875.00
1 ea.	One year bi-annual cleaning and preventative maintenance	\$2,645.00
1 ea.	Three year annual cleaning and preventative maintenance	\$5,625.00
1 ea.	Three year bi-annual cleaning and preventative maintenance	\$7,932.00
1 ea.	Five year annual cleaning and preventative maintenance	\$9,375.00
1 ea.	Five year bi-annual cleaning and preventative maintenance	\$13,219.00
1 ea.	GROUNDING BAR - 149550	\$108.00
1 ea.	USB DESKTOP PORT	\$22.00
1 ea.	USB CHARGER DESK TOP PORT	\$55.00
1 ea.	2 POWER DESK TOP PORT	\$53.20
1 ea.	RJ45 CAT 5/ CAT 6 DATA DESK TOP PORT	\$20.00
1 ea.	PHONE RJ11/RJ12 DESK TOP PORT	\$10.80
1 ea.	3.5 MM STEREO AUDIO DESK TOP PRT	\$12.00
1 ea.	3 COLOR STATUS LIGHT	\$362.00

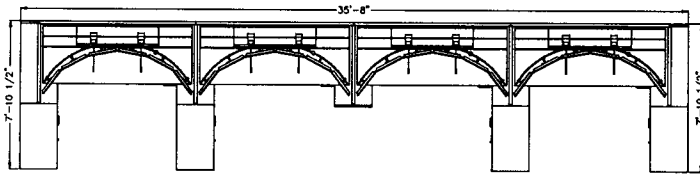


Room Dimensions
MUST be Verified
Before Final Project
Submittal

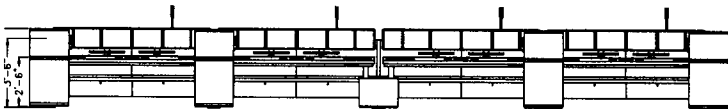
LexingtonFayetteUCGI.01	Contact: KLD
watson DISPATCH © 2015 Watson Furniture Group, Inc. All Rights Reserved.	Specified For: TS / MP
www.watsonfurniture.com 800.426.1202 360.394.1300	Drawn / Date: JEN - 04/22/2016
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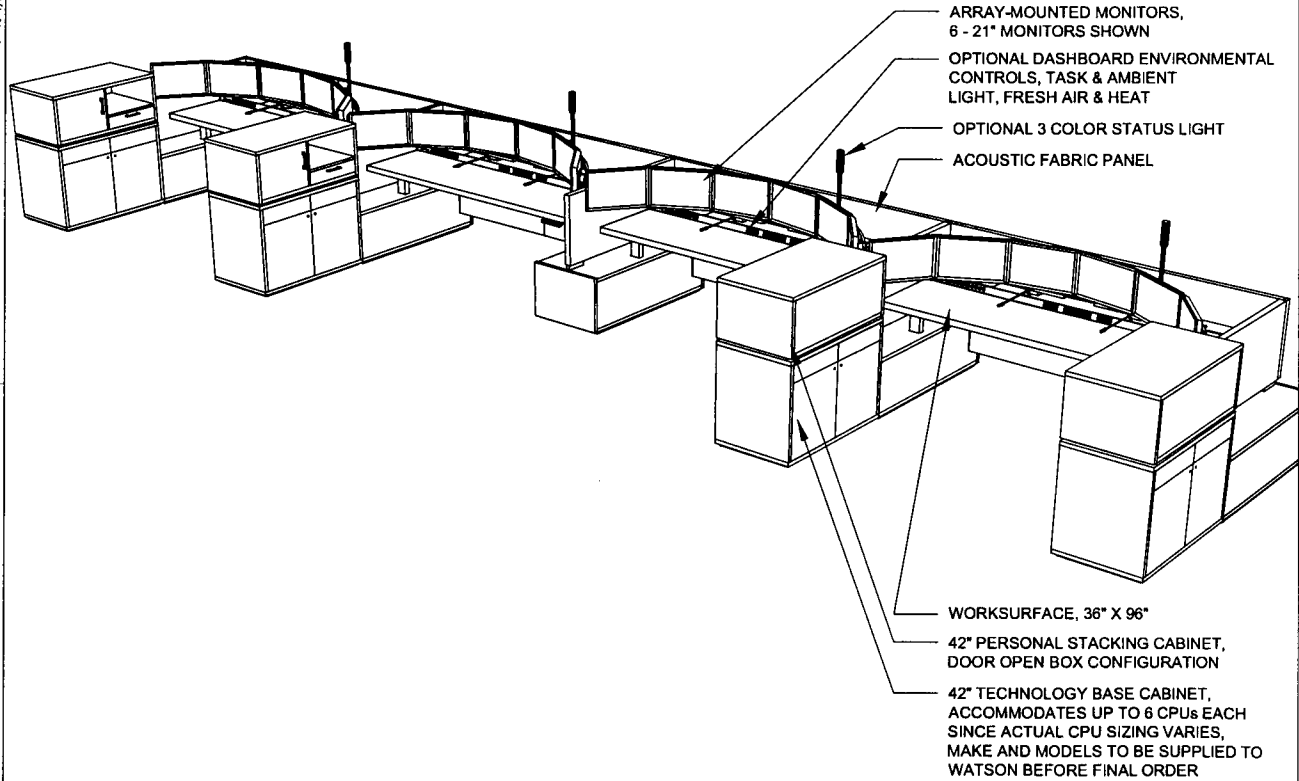
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watson DISPATCH <small>© 2016 Watson Furniture Group, Inc. All Rights Reserved</small>	www.watsonfurniture.com 800.426.1202 360.394.1300 THIS DOCUMENT IS CONFIDENTIAL & PROPRIETARY
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PLAN VIEW

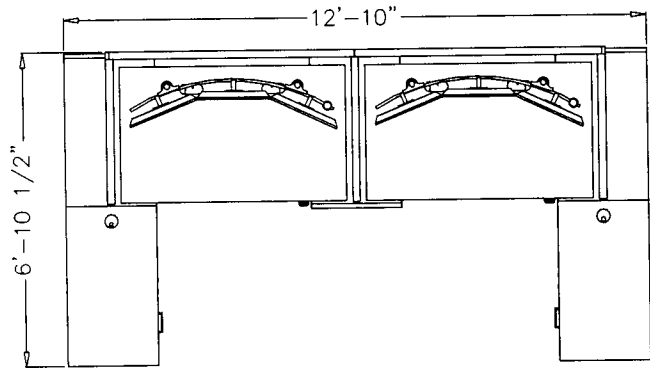


ELEVATION VIEW

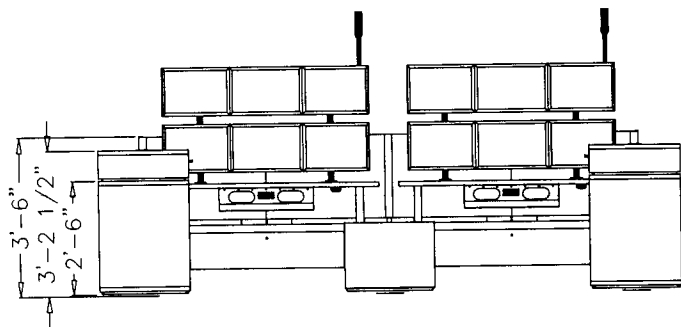


DISPATCHER & NCIC TYPICAL SHOWN

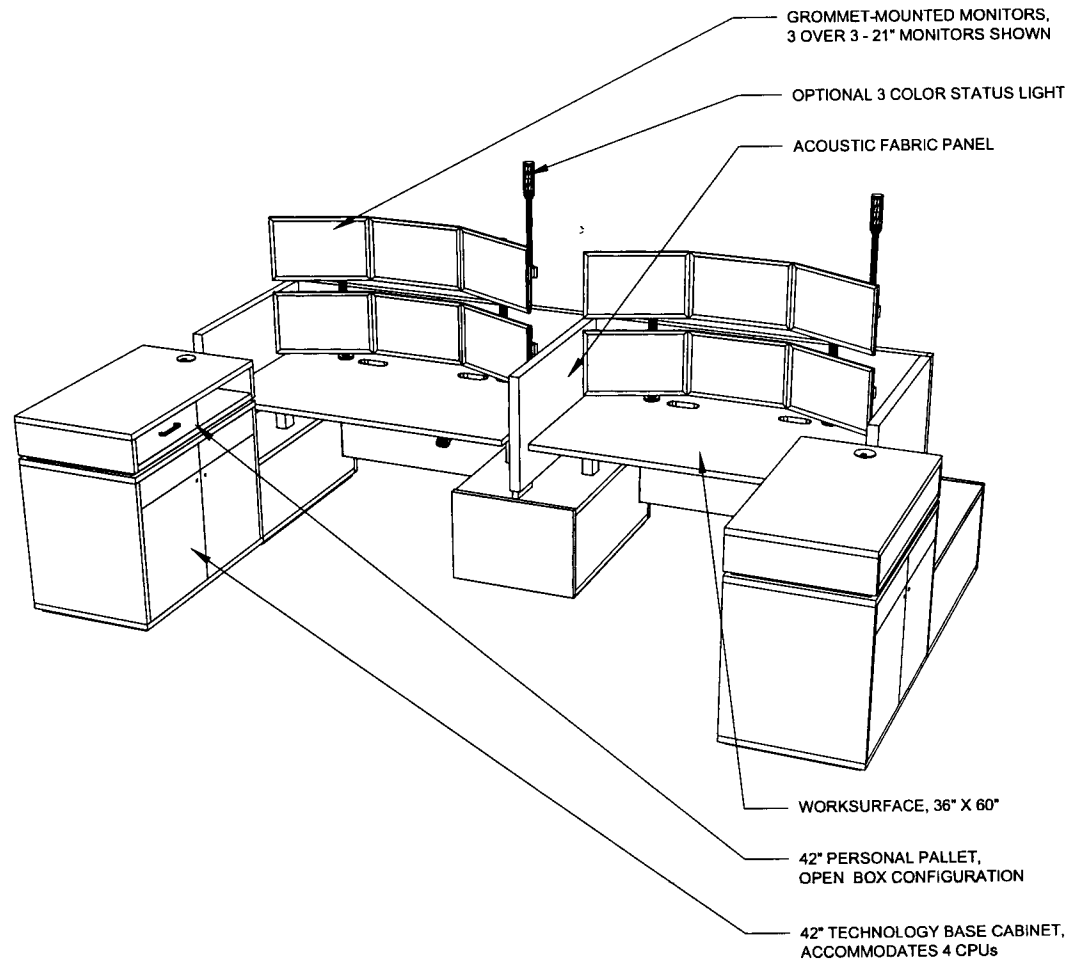
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PLAN VIEW

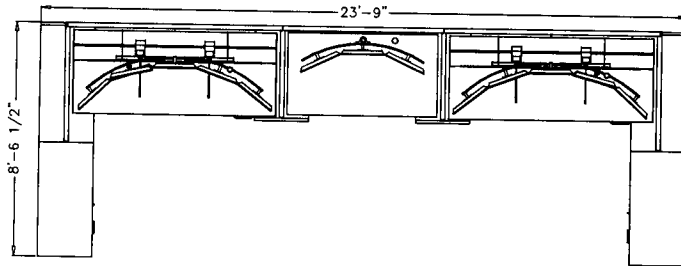


ELEVATION VIEW

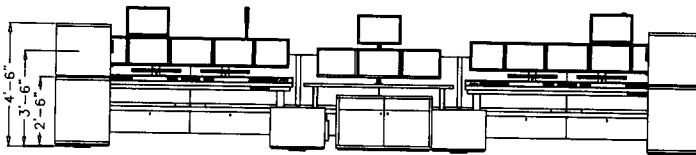


CALL TAKER TYPICAL SHOWN

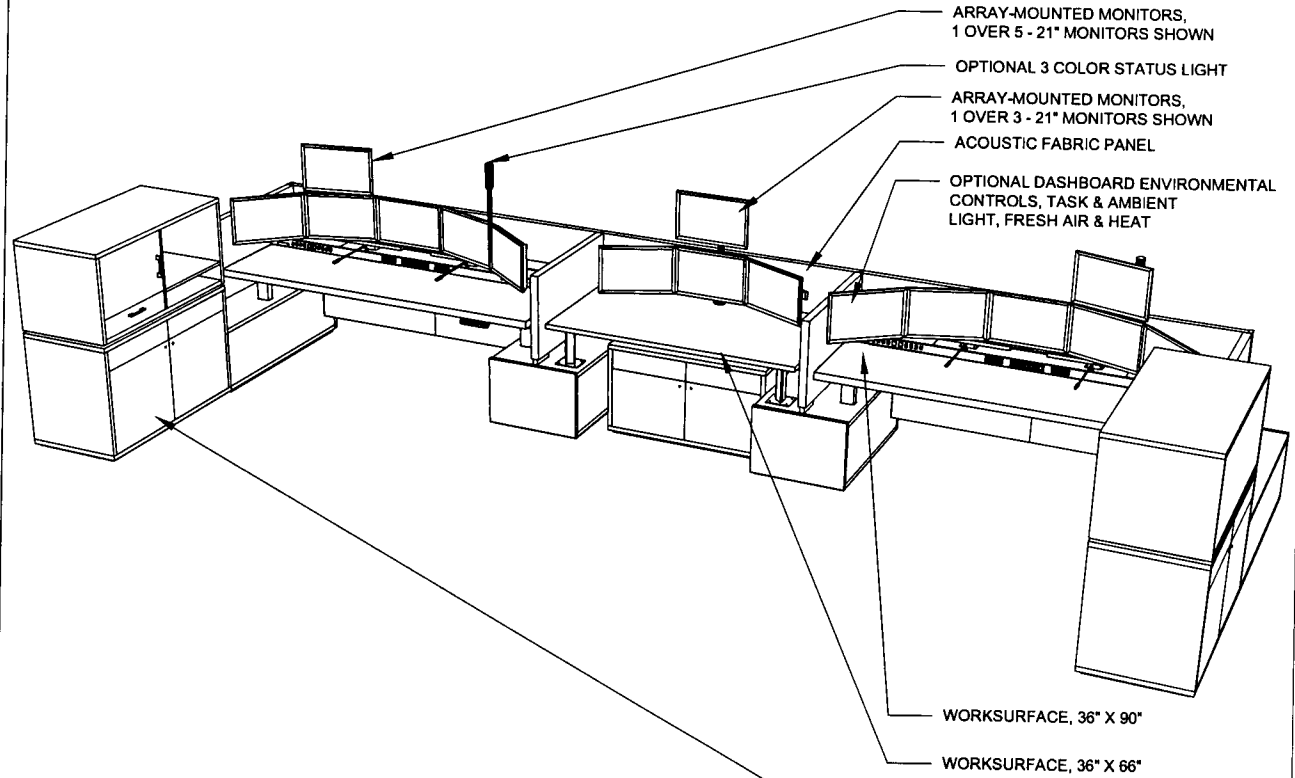
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watson DISPATCH	Specified For: TS / MP
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PLAN VIEW

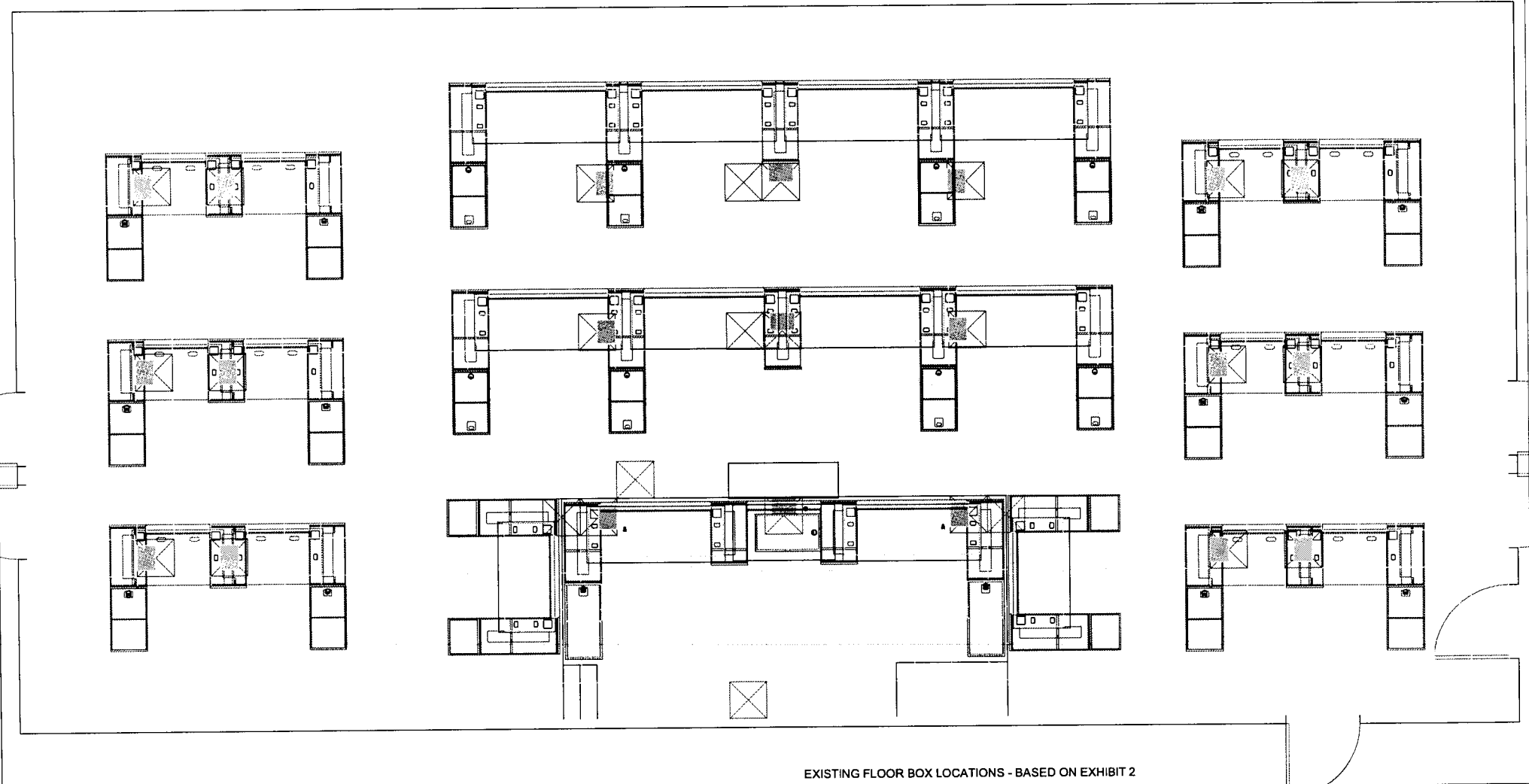


ELEVATION VIEW



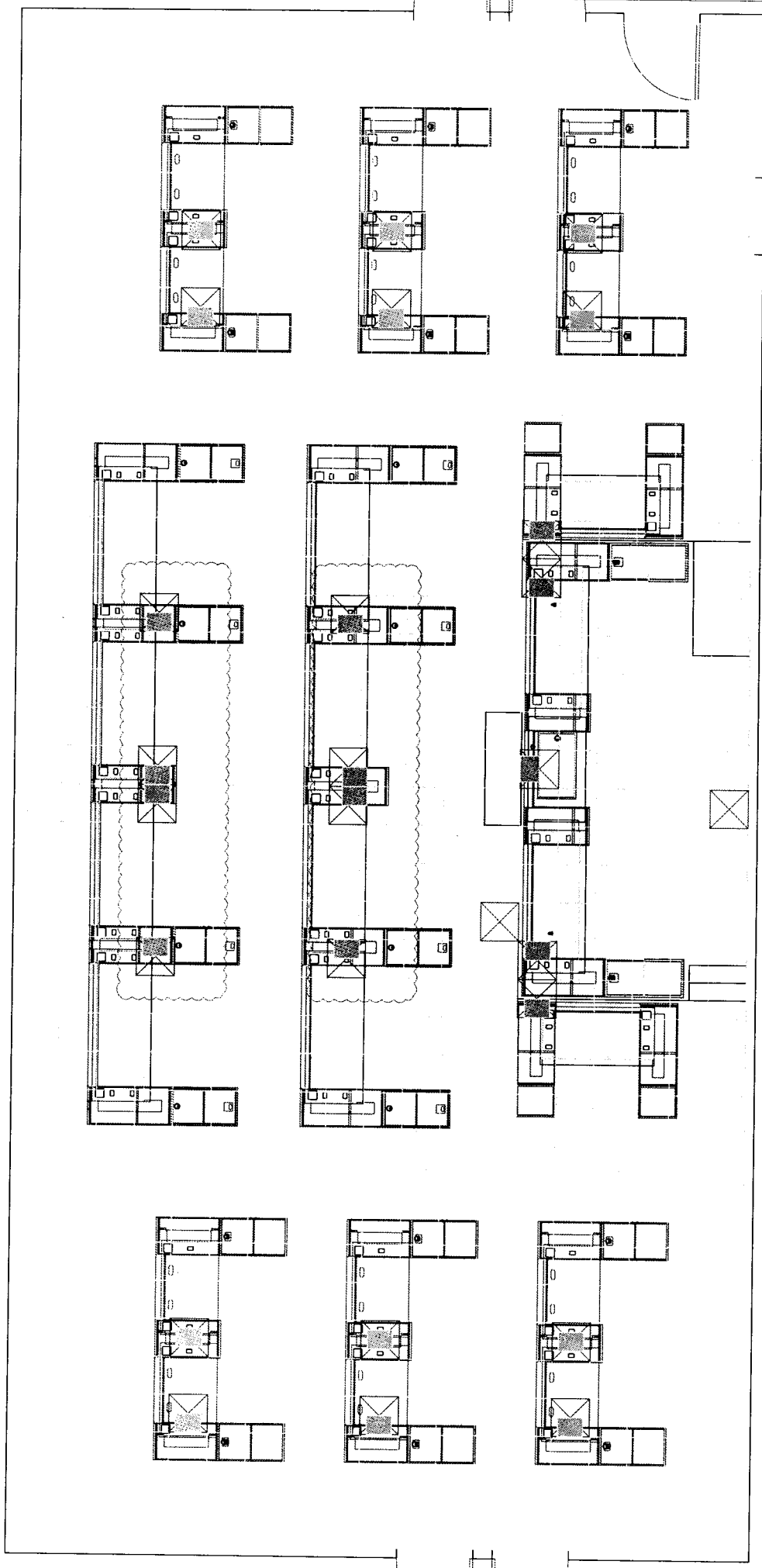
SUPERVISOR TYPICAL SHOWN

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EXISTING FLOOR BOX LOCATIONS - BASED ON EXHIBIT 2

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PROPOSED FLOOR BOX LOCATIONS - BASED ON EXHIBIT 2
RELOCATED BOXES MAXIMIZE PATH AVAILABILITY INTO WATSON CONSOLES

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Specified For: TS / MP
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SECTION 4

PROJECT IMPLEMENTATION PLAN

WARRANTY

Watson Proposed Project Implementation Plan

Your dedicated Watson Dispatch Account Executive will be our Watson Territory Manager, Mike Shelby. Watson will also assign a Project Manager to work with you from the initial design phase through the console system installation. Watson will work in close coordination with Architectural, Design & Construction firms and Data/Electrical/Technology providers to ensure project completion on-time and on budget. Watson Dispatch will work directly with the LFUCG team to establish time lines, attend all project meetings and monitor project progress.

Once the contract is awarded, Watson will schedule a project kick-off meeting. During this meeting we will work with the LFUCG Project Team to refine the console requirements.

The Design Phase

User Requirements

Watson will work with each LFUCG team individually to refine the console design for each group based upon their technology requirements and workflow.

Technology/Equipment Requirements

We will identify and assign a dedicated location for each piece of equipment within the console. We will also determine and specify all connections necessary to outfit the console. This will ensure a seamless installation and make future maintenance simplified.

Floor Plan Development

Watson will fine-tune the overall floor plan for each team space paying close attention to workflow and ADA requirements within the space.

Color Selection

Watson will work with the LFUCG Team to select the appropriate finish selections based upon the facility requirements.

Facility Requirements

The Watson team will meet with the project team and LFUCG facilities personal to provide them with detailed drawings for the recommended power/data locations in each of the spaces. We will also identify power entry point options into the console and provide locations for terminations. We will review best cabling practices to insure a clean, worry free cable installation.

Production Phase

Production of consoles will commence once all sign-off documents and a signed PO have been received. Once in house, Watson will work with LFUCG to develop a delivery and installation schedule and will be in constant contact with all parties to ensure timely delivery and installation.

Watson's factory facility houses more than 150 employees with advanced expertise ranging from CNC machinists and cosmetic welding experts to electrostatic paint application specialists, furniture assembly personnel and product testing and qualification professionals. Experienced, dedicated employees master project related production elements to ensure the highest possible levels of fit and finish in the completed furniture products.

Quality Control

Throughout the production process the Watson Quality Control Team will monitor production of the consoles. During the production process Watson Quality Control Teams will work to ensure fit and finish standards are maintained throughout the production process. Consoles will be assembled and staged prior to shipping.

Shipping

Watson ships products manufactured in our factory blanket wrapped for maximum protection of your consoles and the environment. Your product will be loaded into air-ride trucks that will deliver your new consoles directly from the factory to your facility. All product deliveries are scheduled to arrive at 10:00 am. A certified Watson Installation team will meet the delivery and begin unloading, inventory and staging of the product.

Installation Phase - Proposed Project Plan

Standard lead times are approx. 8 weeks from receipt of a complete order to shipment of product (shipping generally takes 11 days). Please contact Watson Furniture Group if a faster lead time is required.

A COMPLETE ORDER CONSISTS OF:

- ▶ Signed purchase order
- ▶ Signed color selections
- ▶ Signed floorplan and 3-dimensional drawings
- ▶ Signed statement of understanding

Watson will provide the following services:

1. Field measure location
2. Inventory all equipment
3. Design consoles
4. Space plan
5. Provide color selection assistance
6. Manufacture furniture
7. Pre-assemble furniture at factory
8. Pack
9. Load container
10. Unload container
11. Unpack
12. Inventory & Stage
13. Install **24** new Watson Mercury Dispatch console furniture positions
14. Level and secure consoles
15. Clean up and final walkthrough
16. Provide user training for consoles
17. Provide on-site customer service work for life of warranty

Upon award, Watson will work with you to determine a final detailed project schedule timeline. ***Total installation timeline should take about 14 days to completion.***

Watson Furniture Group will not be responsible for any removal of existing electronic equipment nor for installation of any electronic equipment in the communication center.

Local Service Team

Local service support will be provided by Watson Certified Installers at:

Thomas Shelby & Co.
309 South Park Drive
St. Marys, OH 45885

Warranty Terms and Conditions

Defects in Watson Dispatch manufactured products and components covered by this warranty and found during the applicable Warranty Period (see below), will be repaired or replaced (at Watson's option) upon prompt notice from the original buyer. Troubleshooting tasks (as outlined in the Buyer's Responsibility clause below) must be performed before product repair or replacement will be provided. Repairs, substitute products or replacements of equal or higher value used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Watson will assume responsibility for all shipping and return shipping expenses of any defective product covered by this warranty.

This warranty does not apply to:

- Normal wear and tear and consumable items such as light bulbs
- Watson products that have undergone buyer modifications or reconfiguration
- Products subjected to improper use or conditions including negligence, accident, or alterations
- Products damaged by AC power disturbances

WARRANTY PERIOD

Limited Lifetime Warranty – Except as listed below, all Watson Dispatch manufactured components will be replaced at no charge for as long as the original purchaser owns the product. Labor and all associated installation expenses for defective products covered by this warranty will be provided to the original buyer for **five** years from the date of purchase.

Limited Term Warranty – Adjustment mechanisms, TCS Components, monitor arms, task lighting, and heating devices will be replaced at no additional charge for the first **five** years of original ownership. Components not manufactured by Watson Dispatch and not listed above shall be warranted under the terms and time period outlined in the original manufacturer's warranty.

BUYER'S RESPONSIBILITY

The execution of this warranty requires the cooperation of the buyer with Watson Dispatch. The buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect (and quickly self correct it if possible) with assistance from Watson Dispatch Customer Service before Watson personnel will provide onsite assistance.

In the event that Watson personnel must provide on-site assistance and the product failure or defect is found to have resulted from items to which this warranty does not apply, the buyer agrees to reimburse Watson Dispatch for all expenses resulting from the warranty claim. Expenses include, but are not limited to: product shipping, installation, transportation, and accommodations. An hourly labor rate will also be applied for work performed.

Watson makes no other express or implied warranties to any product except as stated above, and in particular makes no warranty of Watson Dispatch product fitness except for use as standard communication console furniture. Product repair or replacement is the buyer's exclusive remedy for any and all product defects except as outlined in the foregoing warranty.

Date Installed and Accepted: _____

Installation Performed By: _____

Buyer Approval: _____

This warranty applies to all Watson Dispatch products purchased on or after 1/16/2016

SECTION 5

RESOURCES



MERCURY

PUBLIC SAFETY CONSOLES

watson
DISPATCH



MERCURY

In communication centers, responsiveness means effectiveness. By combining sophisticated technology, modular adaptability and climate control, Mercury does more than keep pace; it anticipated what's around the corner.

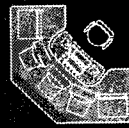
WHY MERCURY

After years of research in radio communications centers, Watson has redefined technology-driven console design. We collaborated with front-line dispatchers, IT professionals, facility managers, public safety architects and consultants to experience first-hand what they saw, heard and felt during an average shift. Then we got busy designing a three-sided, three-dimensional station that works as hard as they do. The in-linear Mercury cockpit is built to align with the present and the future of dispatch technology.

THE CORNER GETS CROWDED

Ultra-deep 90-degree corner consoles suited a bygone era when back-heavy monitors gobbled up the bulk of desktop real estate and users were crammed into the remaining space, typically facing away from their co-workers.

The Evolution of Dispatch Console Design



1998

Early computer equipment required deep triangular work surfaces, with limited size input platform and corner space behind monitors created dead zones.



2005

As digital technology became the standard and monitors shrank, a significant portion of the workspace became a 'dead zone' for collecting dust and redundant cabling.



MERCURY

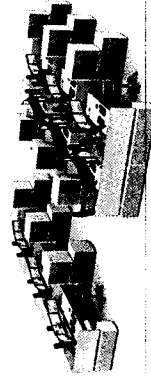
Today, Mercury retains the unused surface area to create a spacious user pocket with efficient storage and open sight lines throughout the facility.

MERCURY FITS

Dispatch centers with updated technology need updated furniture that adapts as industry trends evolve. Mercury's linear layout opens things up to enhance productivity, increase usable space and connect people with process.

Adaptable and Efficient

Mercury's flexible planning language emerged from a detailed survey of nearly 6,000 floor plans from dispatch centers around the world. From intimate to expansive configurations, Mercury consistently delivers performance and comfort to respond to the distinct demands of each installation.



Compact Spine Configuration

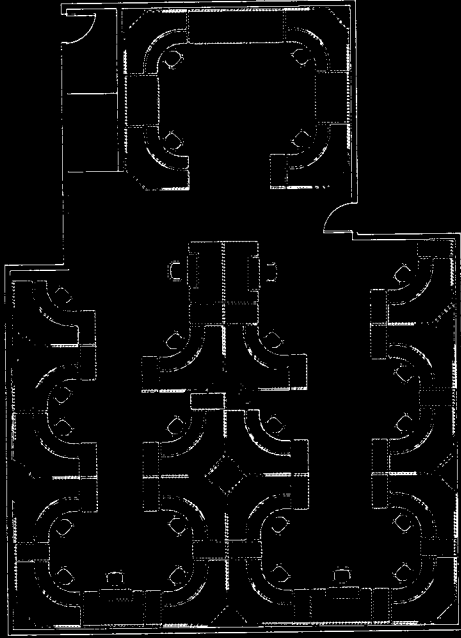
In large communication centers, efficiency is key. For these installations, Mercury configures linearly with outboard technology placement and personal storage stackers.



Bulpen Configuration

Four-person arrangements give people the room they need to accomplish independent tasks and the layout they need to achieve collaborative goals.

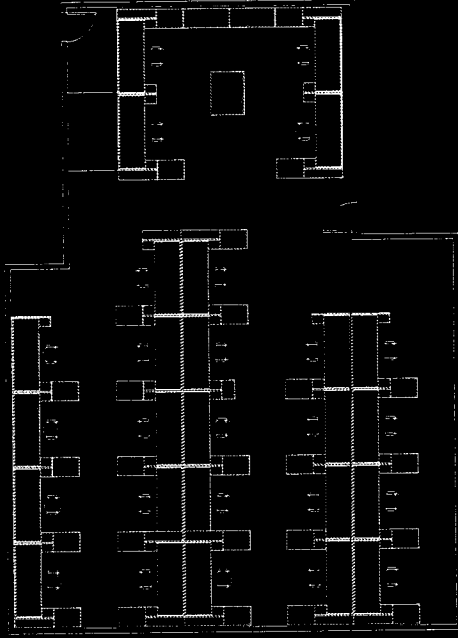
CORNER CONSOLE PLANNING



CHALLENGES OF A CORNER LAYOUT

- Inequality in workstation size and amenities
- Poor supervisor sightlines
- Inefficient space utilization

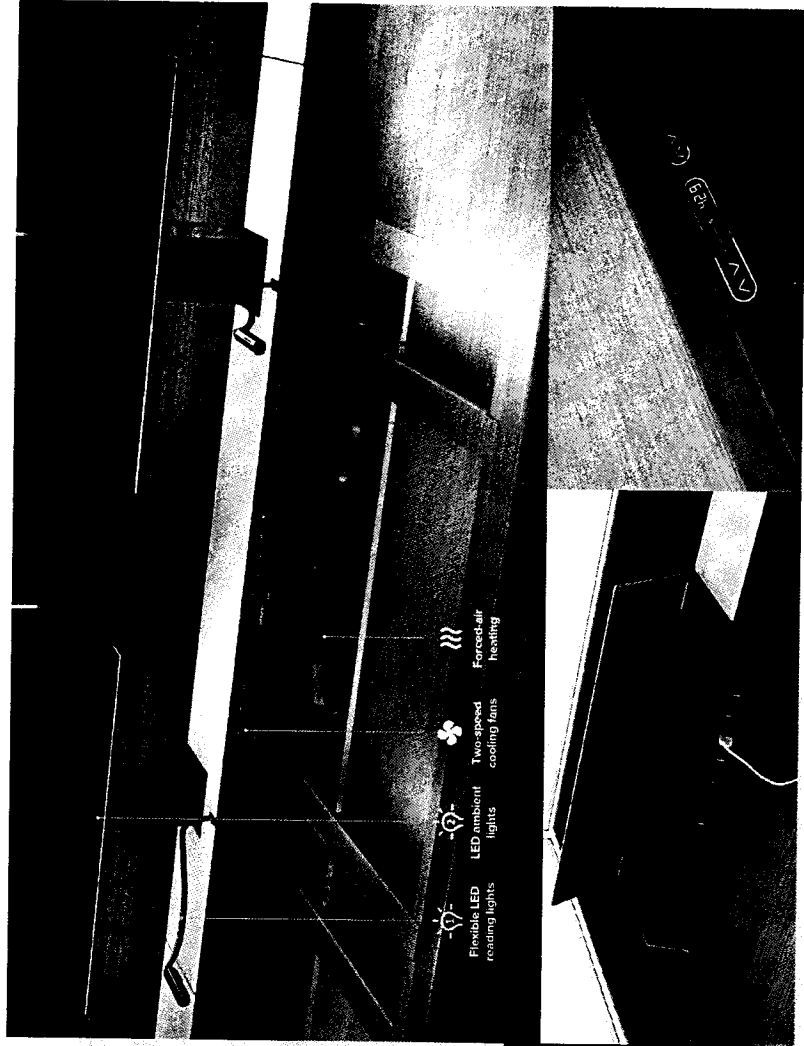
MERCURY TRI-LINEAR COCKPIT PLANNING



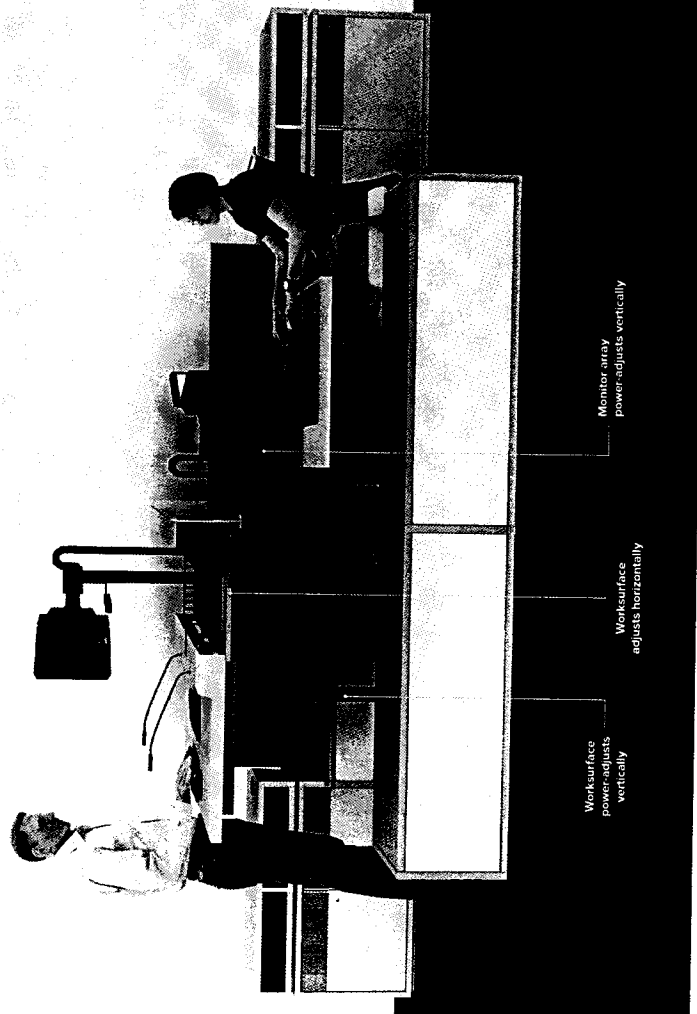
ADVANTAGES OF UNIFORM LAYOUTS

- Open sightlines
- Equality from position to position
- Increased user workspace

View more Mercury configurations at watsondispatch.com/resources



- Flexible LED reading lights
- LED ambient lights
- Two-speed cooling fans
- Forced-air heating



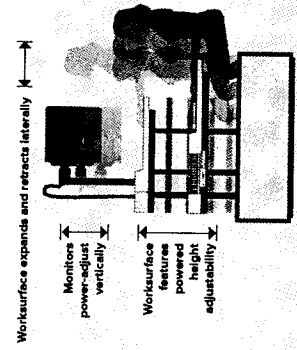
Worksurface power-adjusts vertically

Monitor array power-adjusts vertically

Worksurface adjusts horizontally

WELLNESS AT WORK

At Watson, we believe that ergonomics go way beyond comfort. Mercury's patented dynamic ergonomic system meets or exceeds all HFES and BIFMA G-1 Ergonomic Standards, which aids in countering the physical demands of grueling shifts by allowing employees a broad range of sit-to-stand positions throughout their shifts. Fast, easy adjustments to the vertical and horizontal positions of the workstation and monitors allow dispatchers to customize their stations to match their unique preferences. Workers can transition from sitting to standing; workspaces can move to change focal distance; monitors can shift to achieve maximum visual acuity. The result is a personalized work area that accommodates the precise anatomical profile of each user and enhances employee satisfaction.



Monitors power-adjust vertically

Worksurface features height adjustability

Worksurface expands and retracts laterally

IN THE DRIVER'S SEAT

Everything a dispatcher needs to remain productive and comfortable is within arm's reach on Mercury's dashboard. Easy-to-use controls and tech bays housing up to 20 connection points are accessible to the left and right, each placed in intuitive locations to keep workers organized. Phones, keyboards, mice and other peripherals line up neatly, while excess cables and terminals are concealed under hinged access covers. Even LED reading lights were selected for having no glare, creating no interference with equipment and putting light where it's needed. With Mercury, everything has its place.

ENERGY CONSCIOUS ELECTRONICS

- LED reading lights
- LED ambient lights
- Low-voltage cooling fans
- Forced-air heating draws only 400 watts



HUB

- Multiple dedicated power, voice and data entry points
- Rackmount power distribution
- Rackmount data patch bay locations
- Lockable access from sides and top



CABLE BRIDGE

- Drop-in wide berth cable system
- Capacity for nine 1" flexible conduit, or 80 Cat-5 individual cables
- Front-access removable doors are lockable
- Underside pass-throughs for floor foot pedals

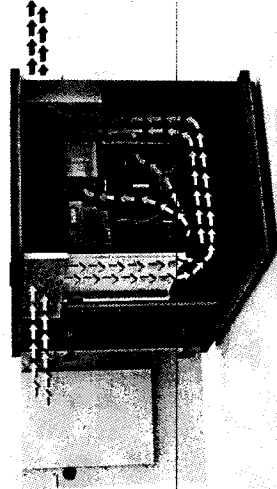


TECHNOLOGY CABINETS

- Outboard placement for easy IT access
- Accommodates rackmount, small or large format CPUs
- Growth potential through cabinet stacking
- Active Cooling System keeps components cool
- Easily updated to allow future technology changes
- CFM matched airflow rates

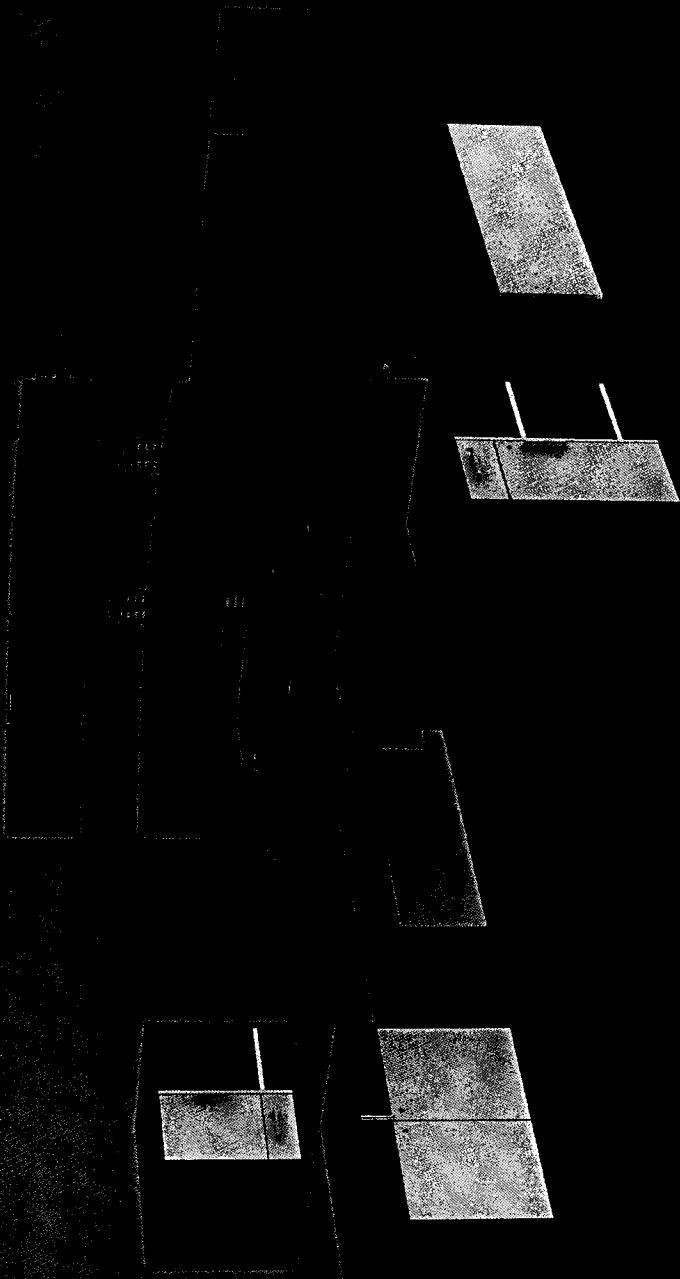
WIRED FOR SIMPLICITY

The IT team has enough to do without having to wrestle with tangled cables. Everything under Mercury's hood is readily accessible, quickly secured and completely compartmentalized. Technology is situated at the front of the workstation and can be accessed from all sides. Large cable infeeds and raceways are easy to manage, while plug-and-play junctions are built into both worktop peripherals and monitor arrays. Installations are quick, changeovers are painless for IT.



ACTIVE COOLING SYSTEM

Technology storage cabinets use Watson's state-of-the-art low-noise cooling system, which keeps equipment running at an optimum operating temperature.



EXPANDABLE MONITOR ARRAY

- Bolt-on dual array extension column
- Capacity of up to two rows of six monitors

ACOUSTIC SCREEN

- Recycled denim wool interior, perforated fabric-wrapped sheet metal exterior
- NRC rating of 0.75
- SAA rating of 0.78

MODULAR DESIGN

- Highly flexible components
- Easy to expand and reconfigure
- Easy to incorporate additional CPUs

SIMPLIFIED INSTALLATION

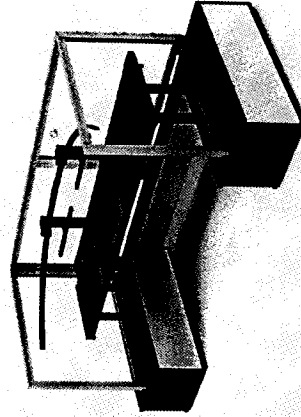
- Pre-assembled modules
- Standardized component sizing
- Metal-to-metal connections

STURDY AND SCALABLE

Mercury is the latest Watson Innovation to combine robust manufacturing quality with modular flexibility. With fully welded steel frame construction and made with materials specifically chosen to endure the rigors of a 24/7 environment, Mercury is relied upon by facilities managers who need dispatch furniture to stay strong for the long haul. Full-thickness 1-1/8" panels frame Mercury's storage and technology cabinets for greater stability. The fabric screens, backed by steel to avoid dimpling and corner damage, are removable for future refreshing. Best of all, the components can easily reconfigure to a variety of footprints. Mercury's durability and adaptability keep the cost of ownership low, even when building systems change.

RESPONSIBLE MANUFACTURING

- SCS-certified for indoor air quality
- High recycled steel, wood and fabric content
- Regionally sourced materials
- Sustainable manufacturing processes
- Made in the Pacific Northwest



ROBUST CONSTRUCTION

- Fusion-welded 12 gauge cold rolled steel frame
- 720 lbs dynamic lifting capacity
- 2500 lbs static loading capacity
- Up to 96" of worksurface freespan
- Precision ball bearing worksurface guides
- Lifting system tested through 40,000 cycles

WHY MERCURY?

1 Console Design Evolution

- Elimination of 90 degree corner dead zone space
- Full tri-linear cockpit usability and adjustability
- Outboard technology placement for easy access
- Ample room for increased input devices
- Optimized for flatscreen displays

2 For Dispatchers

- Worksurface power-adjusts vertically
- Monitor array power-adjusts vertically
- Worksurface adjusts horizontally for focal depth
- Integrated environment controls
- Ready access to all technology and storage

3 For IT

- Hub provides multiple dedicated power, voice and data entry points
- Efficient and accessible cable management system
- Outboard technology storage with active cooling
- Tech bays for rapid access to data ports

4 For Facilities

- High space planning efficiencies
- Modular component flexibility
- Easy to expand and reconfigure
- Robust construction for 24/7 environments

FEATURES AND SPECS

Size Ranges	
Station widths	60"–96"
Station depths	39"–51"
Station heights	42"–60"
Ergonomic Adjustments	
Worksurface height range	22"–48"
Focal depth worksurface 11" range	Standard
Monitor array	12" electronically controlled
Maximum monitor capacity	12
HFES 100-2007 / BIFMA G-1 2013	Meets or exceeds
Environmental Controls	
Electrical Listing	UL 508
Heating, cooling, reading and ambient lighting	Optional
Screening	
Acoustic NRC 0.75, SAA 0.78 third-party certification	Standard
Frameless clear glass topper	Optional
Energy and Environmental	
Electrical requirement	12.9 A (maximum)
Worksurface lift standby usage	0.1 A
SCS indoor air quality certification	Advantage
Total recycled content	83%
Technology	
Standard CPU maximum capacity / station	12
Rackmount maximum / station	32U
User peripheral maximum plug-ins	20
110V AC NEMA 5-15R Receptacles	10–12



MERCURY

COMMAND CONSOLES

watson
DISPATCH

MERCURY COMMAND

Built for high focus, 24/7 task intensive environments.

Ideal applications include

- Call Taker Positions
- Dispatcher Positions
- Security Operations
- Network Operations
- Utilities Monitoring

High performance acoustical privacy screens with optional frameless glass segment

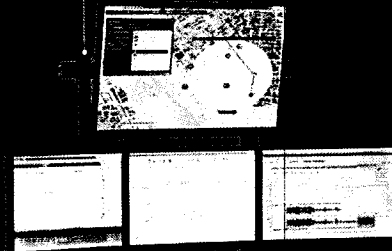
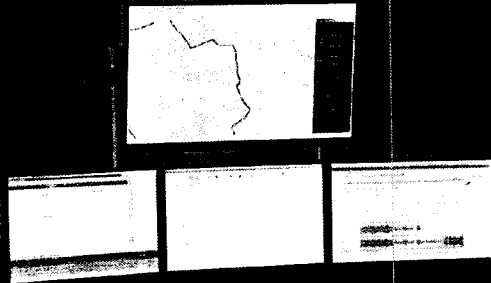
Accepts OEM standard monitor arms, optional clamp adjustable arms or full array options up to ten 24" monitors

Height adjustability from 24" - 48"

Optional convenience power receptacles at the worksurface

Expansive worksurface for technology and work collateral

Widths: 60" - 96"



Integrated cable management

Monitor power strips mounted beneath the worksurface

Personal storage offered in an array of sizes and styles

Under-surface mounted height controller

R-56 compliant Hub mounted power distribution units with 10 outlets, 15 amp service

Extensive wiring and cabling capacity. Supports local and networked computing

Technology cabinets with integrated active cooling system

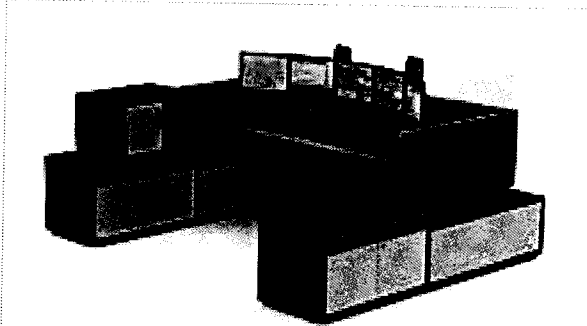
watson
DISPATCH

26246 Twelve Trees Lane NW, Poulsbo, Washington 98370
800.426.1202 watsondispatch.com

FINISH GUIDE

Finish Kits

The following finish kits provide eight recommended and preselected finish selections to make specifying Mercury finishes a breeze:



Adirondack

WORKSURFACE STORAGE EXTERIOR STORAGE INTERIOR EDGE TREATMENT FABRIC OPTION 1 FABRIC OPTION 2



Montana Walnut



Charcoal



Fashion Grey



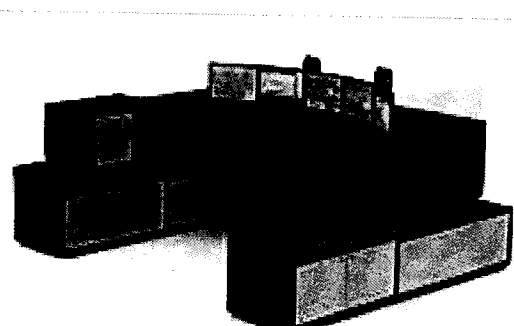
Fashion Grey



Underground Champagne



Anchorage Vanilla



Laramie

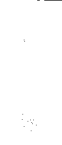
WORKSURFACE STORAGE EXTERIOR STORAGE INTERIOR EDGE TREATMENT FABRIC OPTION 1 FABRIC OPTION 2



Montana Walnut



Charcoal



Fashion Grey



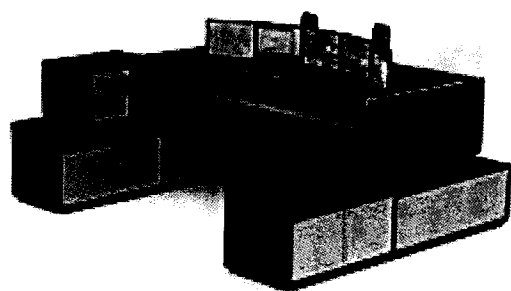
Charcoal



Underground Pepper



Anchorage Fossil



Humboldt

WORKSURFACE STORAGE EXTERIOR STORAGE INTERIOR EDGE TREATMENT FABRIC OPTION 1 FABRIC OPTION 2



Studio Teak



Studio Teak



Fashion Grey



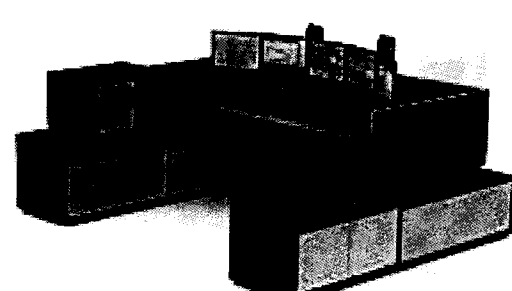
Fashion Grey



Underground Teak



Anchorage Teak



Newcastle

WORKSURFACE STORAGE EXTERIOR STORAGE INTERIOR EDGE TREATMENT FABRIC OPTION 1 FABRIC OPTION 2



Studio Teak



Studio Teak



Fashion Grey



Fashion Grey

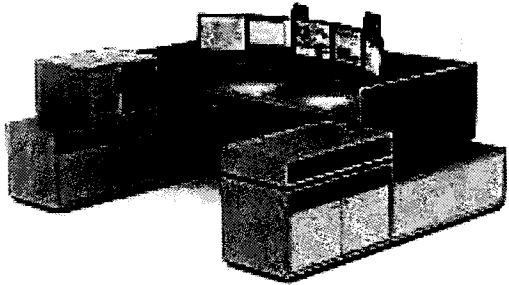


Underground Pepper









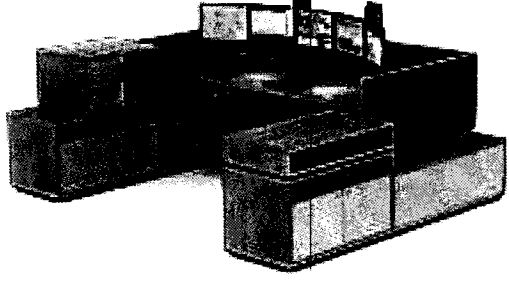
Anchorage Fossil

Finish Kits (continued)









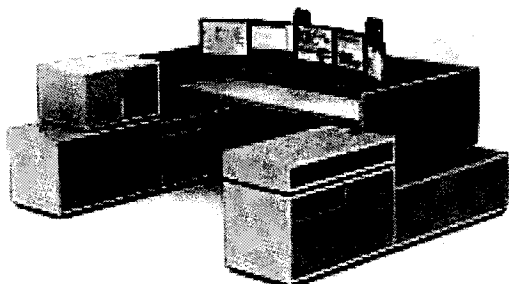
Baffin

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
					
Blonde Echo	Blonde Echo	Fashion Grey	Fashion Grey	Underground Azure	Anchorage Waterfall









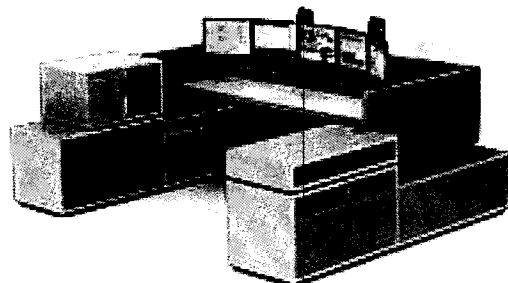
Bitterroot

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
					
Tine Sycamore	Tine Sycamore	Fashion Grey	Fashion Grey	Downtown Metro	Anchorage Amber









Cascade

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
					
Tine Sycamore	Tine Sycamore	Dark Grey	Fashion Grey	Underground Azure	Anchorage Waterfall

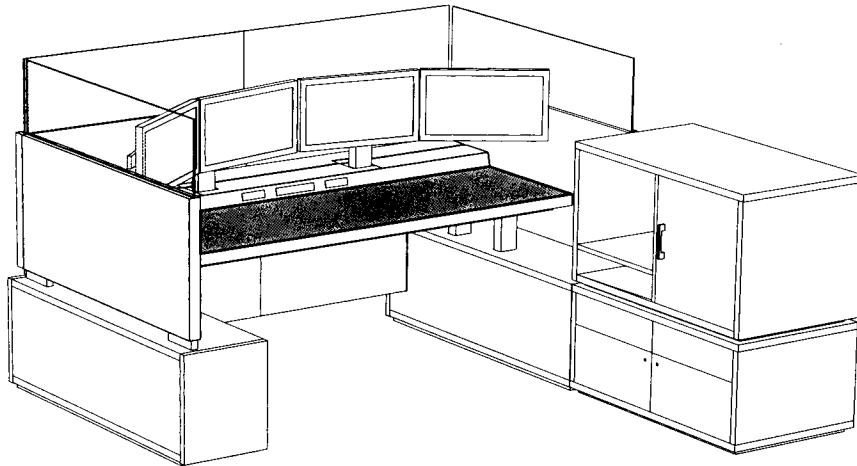


Catskill

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
					
Tine Sycamore	Tine Sycamore	Tine Sycamore	Tine Sycamore	Downtown Metro	Anchorage Amber

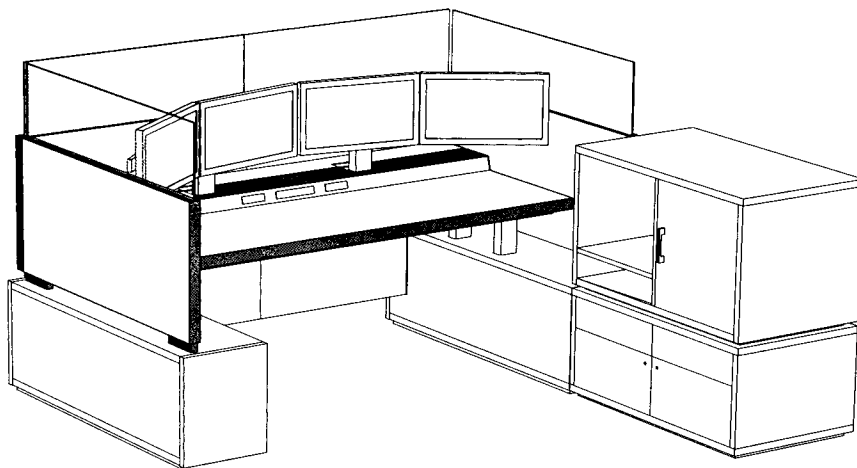
A La Carte

A Worksurface Laminate



- | | |
|------------------|----------------|
| Blonde Echo | Tuscan Walnut |
| Fine Sycamore | River Cherry |
| Kensington Maple | Montana Walnut |
| Crisp Linen | Studio Teak |

B Edge Treatment

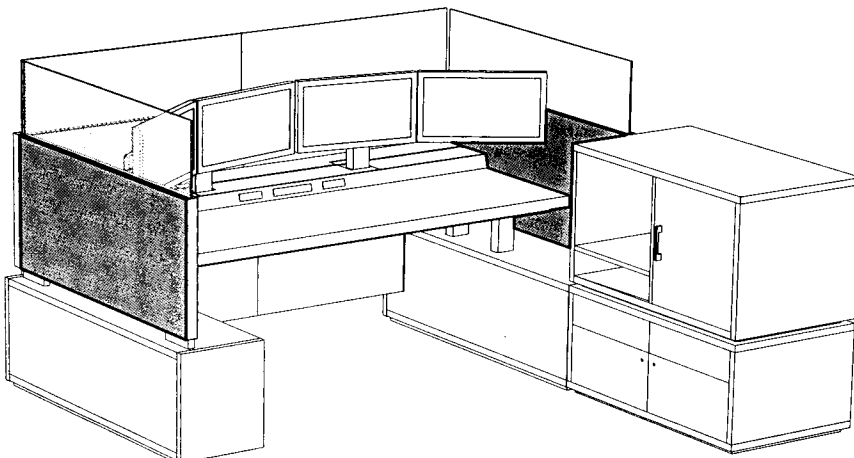


Fashion Grey



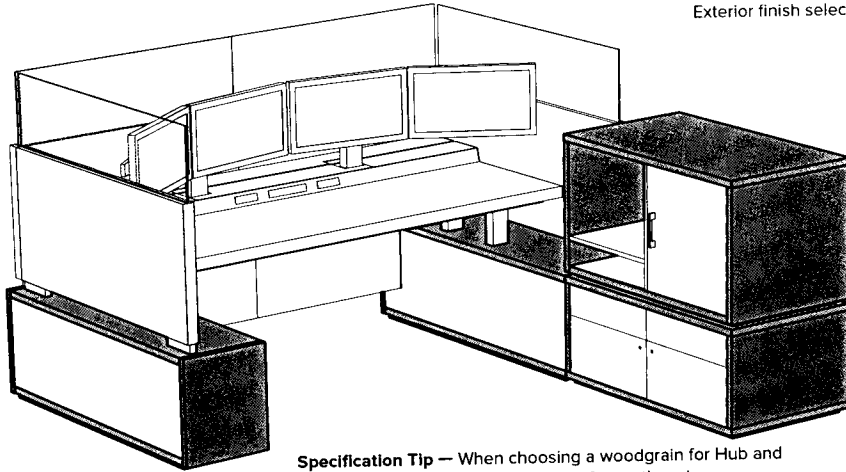
Worksurface Edge + Rear Dash Lids + Screen Trim

F Screen Fabric



- | | |
|---------------------|-----------------------|
| Anchorage Vanilla | Underground Champagne |
| Anchorage Steel | Underground Steel |
| Anchorage Amber | Downtown Metro |
| Anchorage Waterfall | Underground Azure |
| Anchorage Fossil | Underground Pepper |

C Storage Exterior Laminate

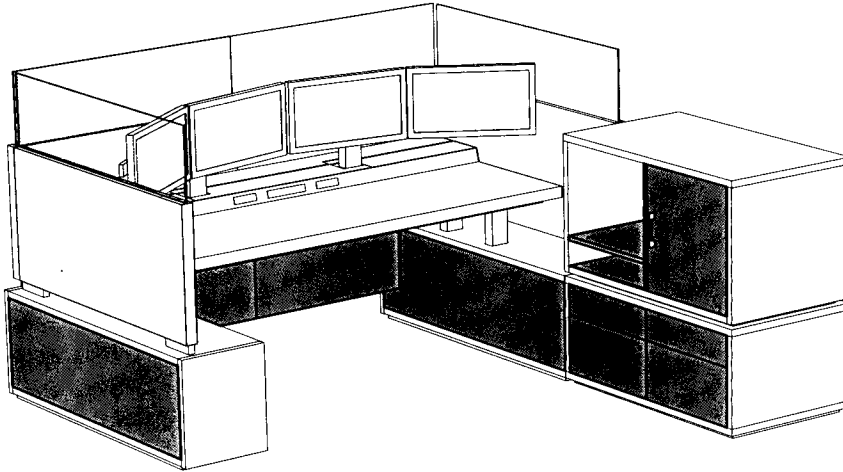


Note — Storage Exteriors will always match the Hub Exterior finish selection.

Specification Tip — When choosing a woodgrain for Hub and Storage Exteriors, match the worksurface, otherwise use Fashion Grey or Charcoal for a solid complementary option.

Blonde Echo	Frosty White	Dark Champagne
Fine Sycamore	Fashion Grey	Slate
Kensington Maple	Silver	Charcoal
Tuscan Walnut	Satin Gray	Black
River Cherry		
Studio Teak		

D Storage Interior Laminate



Frosty White	Dark Champagne
Fashion Grey	Slate
Silver	Charcoal
Satin Gray	Black

Storage Interiors will always match the Hub Interior Finish selection: