



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Fleet & Facilities Management	Department Contact	Dennis Arthur
Contact Email	dennis.arthur@louisvilleky.gov	Contact Phone	574-4671

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	<input checked="" type="checkbox"/>			
Sole Source (goods/services)	<input type="checkbox"/>			
Requested Contract Dates (MM/DD/YYYY)	Start 10/01/2016	End 09/30/2017		

VENDOR INFORMATION

Vendor Legal Name	More & More Contracting Services, LLC			
DBA	More & More Contracting Services, LLC			
Point of Contact	Jemaine Moore	Email	moreandmore4u@gmail.com	
Street	1052 Lynnhurst Ave.			
Suite/Floor/Apt		Phone	502-509-8983	
City	Louisville	State	Ky	Zip Code 40215
Federal Tax ID#		SSN# (if sole proprietor)		
Louisville Revenue Commission Account #				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$600,000	(including reimbursement expenses, if applicable)		
Fund Source: General Fund	<input checked="" type="checkbox"/>			
Federal Grant	<input type="checkbox"/>	Federal Granting Agency		
Other	<input type="checkbox"/>	Describe:		
Account Code String #	<input type="checkbox"/> 8130	<input type="checkbox"/> 210	<input type="checkbox"/> 8301	<input type="checkbox"/> 438784 <input type="checkbox"/> 822699
Payment Rate	<input type="checkbox"/> per hour	<input type="checkbox"/> per day	<input type="checkbox"/> per service	<input type="checkbox"/> Other
	<input type="checkbox"/> per month	<input type="checkbox"/> Other		
Payment Frequency	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/>	Upon Completion / Delivery	
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other		



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Building repair, maintenance and renovation work is intended for solicitation of Not-To-Exceed proposals for the Contractor to provide materials, labor and equipment for repairs, maintenance and renovations. This includes but not limited to general framing; gypsum board work; acoustical ceiling work; flooring; concrete work and other such general construction type of work necessary for all Metro Facilities. All work shall be installed by workers who are certified in writing as qualified to construct the systems indicated herein.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

This Professional Service Contract (PSC) will allow Metro to contract with the awarded General Contractors on an ongoing basis as project needs arise. Individual projects awarded against the Professional Service Contract will not exceed \$50,000 per project unless authorized by Metro Purchasing. The contract will be in place for one year. Multiple separate PSC's will be awarded by Louisville Metro. The total maximum (non-guaranteed) value of each awarded contract is \$600,000.00. All of the successful awardees will be required to respond to each bid request; either by bidding the project or choosing not to participate in each project undertaken by Louisville Metro. A response to each bid is required or the PSC will be canceled. Projects awarded to the successful bidder will be based on the lowest price.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director *Cathy M. Duncan* Date 8/16/16
 Signature _____
 Printed Name Cathy M. Duncan

Purchasing Director *Joel Neaveill* Date 8/18/16
 Signature _____
 Printed Name Joel Neaveill

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF FLEET AND FACILITIES MANAGEMENT**, herein referred to as "**METRO GOVERNMENT**", and **MORE AND MORE CONTRACTING SERVICES, LLC**, with offices located at 1052 Lynnhurst Avenue, Louisville, Kentucky 40215, herein referred to as "**CONTRACTOR**",

WITNESSETH:

WHEREAS, the Metro Government is in need of maintenance, renovation and repair work; and

WHEREAS, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF WORK

A. Contractor agrees that no work is guaranteed under this Contract. Instead, Contractor shall bid, subject to the informal bidding procedures contained in this Contract, for maintenance, renovation and repair work. All work to be performed hereunder shall be for jobs estimated by the Metro Government to cost less than **FIFTY THOUSAND DOLLARS (\$50,000.00)** unless otherwise approved by the Louisville Metro Department of Purchasing.

B. The bidding procedures for this Contract are as follows:

1. For all work it intends to be performed under this Contract, the Metro Government shall, in writing, request a quotation from the Contractor describing in sufficient detail the work to be performed. Contractor shall submit quotations on the "Louisville Metro Project

Form" attached hereto and fully incorporated herein as Attachment A.

2. The Metro Government shall provide the Contractor a date and time by which the Contractor shall return the quotation to the Metro Government. All quotations received after this date and time shall be considered nonresponsive and shall not be considered.
3. Contractor acknowledges and agrees that the Metro Government shall solicit quotations from all other contractors who have executed a contract, identical in form to this Contract, with the Metro Government for maintenance, renovation and repair work.
4. The Metro Government, if it decides to award the work to anyone at all, shall award the work to the lowest quotation, after review of all quotations received from contractors who have executed contracts, identical in form to this Contract, for repair, renovation and maintenance work. Nothing obligates the Metro Government to award any work hereunder, even after the Metro Government has requested a quotation.
5. Contractor shall comply with terms of Attachment B attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor within 30 days of receipt of Contractor's detailed invoice for work done for a bid job, once all work on that job has been completed by the Contractor, provided all work has been completed to the Metro Government's satisfaction. Contractor's invoice shall include the Contractor's bid for the work done. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **SIX HUNDRED THOUSAND DOLLARS (\$600,000.00)**.

B. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

C. Contractor, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit

to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

A. This Agreement shall begin October 1, 2016 and shall continue through and including September 30, 2017.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Metro

Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on this Agreement, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with Attachment C attached hereto and fully incorporated herein.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials,

employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and

sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of

any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision

cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY CONTINGENT
UPON APPROVAL OF
OF THE APPROPRIATION FOR
THIS CONTRACT BY THE
METRO COUNCIL

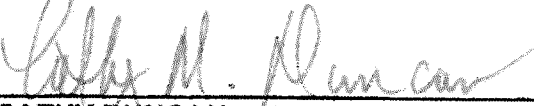


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 8/29/16

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

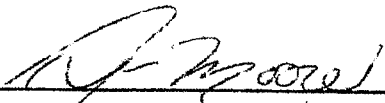
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT



CATHY DUNCAN
DIRECTOR, DEPARTMENT OF
FLEET AND FACILITIES MANAGEMENT

Date: September 28, 2016

MORE AND MORE CONTRACTING
SERVICES, LLC

By: 

Title: Owner

Date: 8/29/16

Taxpayer Identification No.
(TIN): 27-3866222

Louisville/Jefferson County
Revenue Commission Account
No.: 907763

Facilities Management - Contract for Maintenance and Repair with More + More Contracting Services
LLC 082216 - [pr]

ATTACHMENT A

LOUISVILLE METRO PROJECT FORM

THIS SECTION TO BE COMPLETED BY LOUISVILLE METRO PERSONNEL

Organization:		Metro Contact Person:	
Location:		Phone Number:	
Address:		Project Start Date:	
Date of Assessment:		Project Completion Date:	
Time of Assessment:			

XII. SCOPE OF WORK	
LIQUIDATED DAMAGES	
PLEASE INDICATE ONE OF THE FOLLOWING REGARDING PRICING	
LUMP SUM	TIME AND MATERIAL
	NOT TO EXCEED

THIS SECTION TO BE COMPLETED BY CONTRACTOR:

XIII. COST PROPOSAL
SUBS TO BE USED ON THIS JOB
OTHER PROJECTS THAT COULD IMPACT THIS PROJECT

ATTACHMENT B – GENERAL SPECIFICATIONS

1. SCOPE:

- 1.1. Louisville Metro Government (Metro) is soliciting bids from General Contractors, herein after referred to as the "Contractor", to provide new installations, repairs, maintenance and small scope renovations in and on various properties owned, operated, or controlled by Metro.
- 1.2. This Professional Service Contract (PSC) will allow Metro to contract with the awarded General Contractors on an ongoing basis as project needs arise. Individual projects awarded against the Professional Service Contract will not exceed \$50,000 per project unless authorized by Metro Purchasing. The contract will be in place for one year. Multiple separate PSC's will be awarded by Louisville Metro. The total maximum (non-guaranteed) value of each awarded contract is \$600,000.00. All of the successful awardees will be required to respond to each bid request; either by bidding the project or choosing not to participate in each project undertaken by Louisville Metro. A response to each bid is required or the PSC will be canceled. Projects awarded to the successful bidder will be based on the lowest price.
- 1.3. The contract will be in place for one year with the option for both parties to renew. Metro Government may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract, if such renewal or extension is agreed to by the Contractor. Total contract period cannot exceed five (5) years. Metro may procure same or similar services through alternate purchasing methods at any time, if deemed to be in Metro's best interest.
- 1.4. Building repair, maintenance and renovation work is intended for solicitation of Not-To-Exceed proposals for the Contractor to provide materials, labor and equipment for repairs, maintenance and renovations. This includes but not limited to general framing; gypsum board work; acoustical ceiling work; flooring; concrete work and other such general construction type of work necessary for all Metro Facilities. All work shall be installed by workers who are certified in writing as qualified to construct the systems indicated herein.
- 1.5. Any work that requires off site work or fabrication is allowable and can be invoiced by the Contractor. The Contractor shall provide to the Metro Project Manager notice of such off site work, the type of work to be conducted, the reason and the length of time required to perform this work. All off site work must be noted in the proposal submitted to the Metro Project Manager prior to commencement of any work.

2. PERFORMANCE STANDARDS:

- 2.1. It is required with this contract that the Primary Contractor shall acknowledge a work request via e-mail within (1) one business day. If there is no response, Metro may contact the Secondary to perform the work. If the awarded Primary Contractor cannot perform the desired services within an acceptable amount of time Metro shall enter negotiations with the Secondary Contractor.
- 2.2. The Contractor shall provide information delineating its workforce that will work on Metro projects. This work force shall be of a quantity that can perform numerous concurrent projects throughout Louisville Metro and shall have the necessary expertise and capable supervision to carry out the work in an efficient, correct and timely manner that meets the needs of Louisville Metro.
- 2.3. Full time supervision shall be required on all projects unless the Metro Project Manager determines that a full time superintendent is not necessary. In all projects the Contractor shall designate a foreman on the project who is an "authorized representative" of the Contractor.

3. WORK PROGRAM:

- 3.1. Once Metro has identified a scope of work for a project, the Contractor shall provide a detailed proposal consisting of at a minimum: cost proposal based on the cost of materials, equipment and hourly rates for personnel as set forth in this contract and a proposed time-line to complete the project. If the price and time to complete are acceptable by the Metro Project Manager, a purchase order and notice to proceed will be issued to the Contractor for work according to said proposal.

4. RATES AND CHARGES

- 4.1. The Contractor shall not include mileage rates, freight rates or travel times as a charge on any invoice (overnight express when approved in advance by the Metro Project Manager, is the only exception).
- 4.2. No truck charges will be permitted under this contract.
- 4.3. All charges not included and listed in the price contract shall be considered incidental unless approved in writing in advance by the Metro Project Manager.
- 4.4. Food and beverage charges will not be permitted under this contract.
- 4.5. All hourly rates listed shall begin from the time of arrival at the job site.
- 4.6. Travel time is not permitted under this contract.

5. COMPLETED WORK

5.1. The Contractor shall give written explanation (on a daily service ticket) of the work completed, hours on the job, and have it signed by the Metro Project Manager responsible for the project before leaving the job site. If not furnished, payment may be withheld.

6. WARRANTY

6.1. Contractor shall supply a manufacturer's warranty on new materials and agrees to provide all equipment and labor necessary to re-install new materials found to be defective after installation at no cost to Metro. The warranty period for the materials shall be as provided by the manufacturer but not less than one year from the date of final completion of any installation.

6.2. Contractor will also provide an unconditional Correction Period Agreement of 1-year on all material, equipment and labor on all projects. Contractor shall agree that all labor, materials and equipment provided with any project under this contract are new and of good quality, have been installed correctly and are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials, equipment and /or workmanship for a period of one (1) year from the Date of Final Completion. Any defects that develop during the correction period due to improper materials, equipment, workmanship or arrangement, the defect(s), including all consequential and collateral damages resulting from the defective materials, equipment or workmanship, shall be corrected to the satisfaction of Metro by the Contractor at no expense to Metro. Metro shall give the Contractor written notice of defective work. Should the Contractor fail to correct defective work within thirty (30) calendar days after receiving written notice, Metro may, at their option, correct defects and charge the Contractor all costs for such correction. The Contractor agrees to pay such charges upon demand.

6.3. Contractor shall also be responsible for providing Metro with all maintenance manuals associated with the materials or products installed. Provide to the Metro Project Manager one (1) printed hard copy and one (1) PDF electronic version on a portable flash drive.

7. METRO SUPPLIED PARTS AND EQUIPMENT

7.1. Metro reserves the right to purchase materials and/or equipment for any project. The Contractor shall not be entitled to any mark-up for parts, equipment and/or materials provided by Metro. Metro shall also assume responsibility for warranty issues for any parts: equipment or supplies it has purchased directly.

8. CONTRACTOR PERSONNEL

- 8.1. The only personnel permitted at the project site are those who are required in order to accomplish the job in a timely manner. If additional personnel are needed to accelerate job completion it shall be approved by the Metro Project Manager in advance.
- 8.2. The Contractor shall supply a list of all master trade persons, journeymen, apprentices, and helpers who will be used under this contract. The Contractor shall furnish a list and copies of all current Local, State and/or Federally held certifications. All certifications held by the Contractor shall be kept current and reported every 6 months during the duration of this contract. Metro reserves the right to reevaluate the contract if the Contractor allows certifications to lapse.
- 8.3. Metro shall require the Contractor to remove employees from the project sites that are incompetent, careless or insubordinate.
- 8.4 All Metro facilities are drug free, alcohol free and smoke free sites. The Contractor shall instruct their personnel to abide by the current Metro policies. Failure to abide by the written policy shall result in the removal of the contractor's employees from the project site. Background checks of Contractor and subcontractor employees shall be required if projects are in areas of high security. The Metro Project Manager will advise the Contractor of such need prior to the commencement of a project.

9. SUBCONTRACTING

- 9.1. Work that is to be subcontracted out under this contract shall be quoted to the Metro Project Manager and approved in advance by Metro. Failure to abide by this provision may result in non-payment.
- 9.2. When subcontracting is approved, the Contractor shall serve as the lead and shall be responsible for the successful completion of the sub-contractors work. The Contractor shall provide the necessary supervision of the subcontractors and shall be responsible and accountable for all actions of the subcontractor.

10. ACCIDENT PREVENTION/EQUIPMENT PRESERVATION

- 10.1. The Contractor shall exercise all necessary and proper precautions at all times for the protection of persons, property and shall be responsible for all damages to persons and property caused by Contractor and its subcontractors. All hazards shall be guarded in strict accordance with all current OSHA, general safety rules and regulations. Contractor shall take all precautions necessary to preserve and protect all equipment, parts, and supplies (new or used to be reinstalled) from damage. Metro reserves the right to cancel the contract if the Contractor is found to disregard in violation of current OSHA regulations.
- 10.2. Contractor shall make every effort to protect existing facilities and grounds from damages resulting from their work. The Contractor shall be held responsible for or ANY and ALL damages resulting from their work.