



**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
Professional Service			
Sole Source (goods/services)	<input checked="" type="checkbox"/>		
Requested Contract Dates (MM/DD/YYYY)	Start 09/01/2016	End 03/01/2017	

VENDOR INFORMATION

Vendor Legal Name	Sportsfield Specialties, Inc.		
DBA	Promats Athletics		
Point of Contact	Josh Hicks	Email	jhicks@promataathletics.com
Street	41155 State Highway 10		
Suite/Floor/Apt		Phone	704-738-3516
City	Delhi	State	NY
		Zip Code	13753
Federal Tax ID#		SSN# (if sole proprietor)	
Louisville Revenue Commission Account #			
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business
Select if applicable			

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$210,000	(including reimbursement expenses, if applicable)		
Fund Source: General Fund	<input checked="" type="checkbox"/>			
Federal Grant		Federal Granting Agency		
Other		Describe:		
Account Code String #	8131	505	8104	339185
			822707	
Payment Rate		per hour	per day	per service
		per month	Other	
Payment Frequency		Monthly	<input checked="" type="checkbox"/>	Upon Completion / Delivery
		Quarterly		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.

Replacement of all on-field padding and protective netting

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.

The existing padding that is in place at Slugger field have proprietary hangers that do not have to be removed when replacing with like-kind padding from the same manufacturer. To allow another and different manufacturer will cause additional expense to remove the existing hangers, patch the walls as a result on a different anchoring system. The density of the padding of the current manufacturer is far superior to its competitors which results in a longer life and fewer occasions to replace the padding.

The netting that is needed is a result of new rules enforced by Major League Baseball (MLB). The netting must now extend to the ends of the players dugouts which in this case is an additional 70 feet down the 1st and 3rd base lines. The netting manufacturer is the only company that can provide the type of netting required by MLB.

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
Signature
Cathy M. Duncan
Printed Name

Date 9/6/16

Purchasing Director

Joel Neaveill
Signature
Joel Neaveill
Printed Name

Date 9/7/16



August 18th, 2016

RE: Wall Padding and Nets

Dennis,

Following up with you on the discussion of replacement of the pads and netting in the stadium.

In respect to the padding in the stadium it is very important that we stay with the current manufacture and system we have in place. The product has been superior as far as life expectancy of any pads that we have seen and heard of in our business. They also have a system that is easy to use as far as hangers and the engineering as to the way they are installed and manufactured. These hangers are not a standard hanger. If these hangers have to be removed around the stadium walls we will have to seal each hole up with some sort of sealant that will have to be checked throughout the spring season to see if there is any winter freeze and thaw damage. We will also have to see if there has been any deterioration of the sealant each year.

This pad also uses a backing that is made of a moisture resistant composite wood as opposed to other manufacturers who use marine grade plywood. We have had great success with these pads.

This product is familiar with the players here as far as way the ball plays off of it. Different products and density of the foam that is in the pad allows the play to be affected and as well as different level of noises. This product has been successful over the past 17 seasons at Louisville Slugger Field and we hope to continue usage of it, with even a longer life expectance this time around due to adjusting the vinyl strength, but not the pad density, keeping the play familiar to the player and fans that use Louisville Slugger Field.

The vendor that does the padding is also the vendor that supplies and installs the best quality of back stop net there is currently in the market.

As discussed in prior meeting MLB has recommend and advised team to start making their nets more protective to the fans, increasing the net some 70 feet from the home plate area. This change is for the safety of the fans and has to be done right. It will also have to be done right to minimize the effect of the game on the people that it will now be in front of. Some of these fans have been in seats over 20 + years without a net in front of them, so it will be a shock to them. We have to minimize that shock. We just can't stick any net in front of them. We have to stick the strongest, yet less obtrusive net we can find in the marketplace.

The net we are looking for is supplied by our pad supplier, which is called Ultra Cross Dyneema. This net compares as a 1.2 mm 4 strand braided vs a 1.9 net. This gives 95% visibility for a





spectator which is 54% less net than are the industry current alternatives. They are the only maker of a 1.2 mm net right now. This net is also stronger at the intersections and is significantly less wind load than other alternatives.

In researching these nets we have found that the New York Yankees, Boston Red Sox, and Pittsburgh Pirates switched to this product immediately following the recommendation. All three of these stadiums are concert stadiums as well. With the old net they used to take the net all the way down for concerts, with the new net, because it is less obtrusive they have kept it up without any complaints from patrons.

It is very important that we do what is best for the players and the fan experiences here at the stadium, and we want to continue usage of the same manufacturer and installer that we currently have.

We would like to maintain the proprietary systems and not require that these items be subject to competitive bidding.

Respectfully,

Scott Shoemaker



RESOLUTION NO. _____, SERIES 2016

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE SOURCE CONTRACT – (SPORTSFIELD SPECIALTIES, INC. D/B/A PROMATS ATHLETICS. – \$210,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

FLEET AND FACILITIES MANAGEMENT

\$210,000.00 for a noncompetitively negotiated Sole Source Contract with Sportsfield Specialties, Inc. d/b/a Promats Athletics for replacements for all on-field padding and protective netting for Louisville Slugger Field from September 1, 2016 through March 1, 2017.

SECTION II: This Resolution shall take effect upon its passage and approval.

H. Stephen Ott
Metro Council Clerk

David Yates
President of the Council

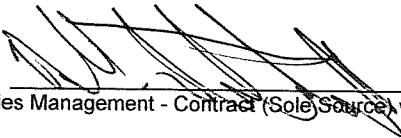
Greg Fischer
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY:


Facilities Management - Contract (Sole Source) with Sportsfield Specialties Inc dba Promats Athletics Resolution 090916 [pr]

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC WORKS AND ASSETS**, herein referred to as “**METRO GOVERNMENT**”, and **SPORTSFIELD SPECIALTIES , INC. d/b/a PROMATS ATHLETICS** with offices located at 41155 State Highway 10, Delhi, New York 13753, herein referred to as “**CONTRACTOR**”,

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase replacements for all on-field padding and protective netting for Louisville Slugger Field; and

WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide same,

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

I. SCOPE

A. Contractor shall, at the request of the Metro Government, provide the equipment and services as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for goods and services supplied as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00)**.

B. Payment shall be made pursuant to Contractor’s detailed invoice which shall describe in detail the products purchased and all charges associated with same.

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

III. DURATION

A. This Agreement shall begin September 1, 2016 and shall continue through and including March 1, 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 Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. 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 the contract, 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) 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.

V. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with Attachment B attached hereto.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to 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 from negligent acts, errors or omissions and (2) not caused by the negligent act or omission 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 Contract.

VII. 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.

VIII. 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.

IX. 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.

X. 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. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

XIII. SUCCESSORS

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

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT



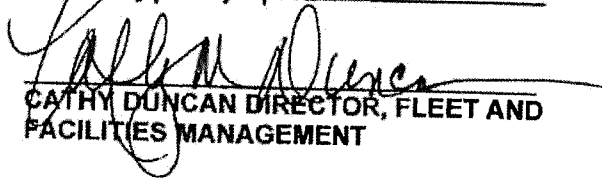
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: _____



JOEL NEAVEILL, DIRECTOR, PURCHASING
DEPARTMENT

Date: 9/13/14



CATHY DUNCAN DIRECTOR, FLEET AND
FACILITIES MANAGEMENT

SPORTSFIELD SPECIALTIES, INC. d/b/a
PROMATS ATHLETICS

By: Jackie Tweedie

Title: Controller

Date: 9/22/16

Taxp
(TIN) 

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Facilities Management - Contract (Sole Source) with Sportsfield Specialties Inc dba Promats Athletics 090916 - [pr]

ATTACHMENT A

ATTACHMENT B

INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. **The following clause shall be added to Contractor's (and approved subcontractors) Commercial General Liability Policies:**
1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
 2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be

subject to increase according to any applicable State or Federal Transportation Regulations.

3. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**

- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2016

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 Harding Brooks Associates LLC 441 Commerce Rd. Vestal NY 13850		CONTACT NAME: Pam DeMarco PHONE (A/C, No, Ext): (607) 729-9292 E-MAIL ADDRESS: pdemarco@hardingbrooks.com		FAX (A/C, No): (607) 798-6693	
INSURED Sportsfield Specialties Inc PO Box 231 Delhi NY 13753		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Charter Oak Fire Insurance Company		25615	
		INSURER B: Travelers Indemnity Company of		25666	
		INSURER C: Ace American Insurance Co.			
		INSURER D: Travelers Prop Cas of America			
		INSURER E: American Alternative			
		INSURER F: St. Paul Fire & Marine Ins. Co.			

COVERAGES **CERTIFICATE NUMBER: 2016** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		630 1H517687	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		810 1H519287	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			N06571190 004	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Occurrence / Aggregate \$ \$5,000,000
E	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		60A2F0001150-03			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	UB 1H539065 - All States			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D		N/A		UB 3H669365 - CA ONLY	7/1/2016	7/1/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Excess Umbrella			ZUP 81M61921	7/1/2016	7/1/2017	Occurrence / Aggregate \$5,000,000
A	Installation Floater			630 1H517687	7/1/2016	7/1/2017	Job Site \$200,000

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

Louisville / Jefferson County Metro Government, its elected & appointed officials, employees, agents & successors are included as Additional Insureds as required by written & executed contract or agreement with respect to liability arising out of work performed by the Named Insured for the above project.

CERTIFICATE HOLDER Louisville/Jefferson County Metro Governm Office of Management & Budget Attn: Diana Alvey Purchasing Division 611 W. Jefferson Street Louisville, KY 40202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Thomas Harding/PAM