

CONTRACT DATA SHEET

PSC Type (check one): New Addendum Sole Source: Yes No

Contractor Information	
1. Legal Name of Contractor:	University of Kentucky Research Foundation
2. Address:	109 Kinkead Hall
3. City, State, & Zip:	Lexington, KY 40506-0057
4. Contractor Contact Person:	Patsy J. Wood
5. Phone:	859-257-9420
Email:	PJ.wood2@UKY.edu
6. Revenue Commission Taxpayer ID#:	
7. Federal Tax ID # (SSN if sole proprietor):	

Department Information	
8. Requesting Department:	Economic Development
9. Contact Person Name & Telephone:	Jeff Mosley

Contract Information	
10. Not to exceed amount:	\$ 95,000.00
11. Are expenses reimbursed?	
12. If yes list allowable expenses and maximum amount reimbursable:	
13. Beginning and ending date of the contract:	July 1, 2015 through September 20, 2016
14. Funding Source	capital Federal Funds <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
15. Scope & Purpose of the contract:	To conduct archaeological investigation of the Louisville Water Company Block including excavation, documentation and sampling. Please see attached scope of work and draft contract.

Authorizations	
Department Director:	<i>Er Jeffrey Mosley</i> Date: 7/17/15
Purchasing Director:	<i>Marian S. ...</i> Date: 7/28/15
County Attorney:	Date: _____
<i>The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.</i>	

For Purchasing Use Only	
Contractor is registered and in good standing with the Revenue Commission	<input checked="" type="checkbox"/>
Human Relations Commission requirements have been met	<input checked="" type="checkbox"/>
Insurance requirements have been satisfied	<input checked="" type="checkbox"/>
If federally funded, Federal Debarment standing has been verified	N/A

Attach all justification documentation to this form, along with signed Written Findings Form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

X _____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Jeffrey Mosley 7/17/15
Requesting Department Director Date

**Mayor Date
****Signature is required only for Written Finding A**

Marian Salas 7/28/15
OMB/Purchasing Approval Date

Scope of Work
The Louisville Water Company Block/Omni Hotel Site,
Louisville, Kentucky

Project Description and Scope of Work

The Kentucky Archaeological Survey (KAS) proposes to conduct archaeological investigations of the Louisville Water Company Block. They will include the excavation of a series of trenches using an excavator to locate intact archaeological deposits that may be present. The excavations will be conducted in the large parking lot currently located along Second Street between West Muhammad Ali and Liberty Streets on the east half of the block. All archaeological deposits found during the excavations strata and features will be documented and some sampled. They include but are not limited to privies, cisterns, wells, cellars, foundations, and trash pits. A total of four features will be selected for data recovery and up to 10 square meters of intact midden deposits will be excavated if identified. All data recovered will be analyzed and reported and curated.

Scheduling

The duration of the total project will be a total of 15 months divided into two phases including Fieldwork and Analysis/Reporting. Fieldwork will consist of the excavation and data recovery efforts within the project area. The duration of fieldwork will be no more than 3 weeks and be coordinated with the construction schedule of the proposed development so as not to impact that schedule. At the completion of fieldwork the project area will be considered cleared for development.

Analysis and reporting of the data recovered will take place from the conclusion of fieldwork to the end of the total project duration. These activities will have no effect on the construction schedule or the clearance of the project area for development.

Additionally during construction KAS archaeologists will coordinate with the developer opportunities to document archaeological resources uncovered during construction. These activities will not impact the construction schedule or process and will be done at a time agreeable to the developer.

Reporting

The product of this project will be a final report detailing the work conducted, the results, and interpretations due at the end of the project duration. This report will be submitted to Metro Louisville Planning and Design, the Office of State Archaeology, and the archaeology report repository at the Kentucky Heritage Council. If the Downtown Development Overlay District requires proof of compliance to clear the project area, KAS will produce a summary report at the conclusion of fieldwork confirming the conclusion of archaeological fieldwork in the project area.

Public Archaeology and Relations

During the course of the project, KAS archaeologists will be available for and participate in public relations activities. They also will work with the developer and Metro Louisville to coordinate public archaeology opportunities if desired, including but not limited to site tours and interpretive signage during fieldwork, public presentations, and assistance with post development exhibits.

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE FORWARD**, herein referred to as "**METRO GOVERNMENT**", and **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** on behalf of **THE KENTUCKY ARCHAEOLOGICAL SURVEY** c/o David Pollack and Jay Stottman, with offices located at 109 Kinkead Hall, University of Kentucky, Lexington, Kentucky 40506-0057, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase archaeological survey services with regard to construction of a project on the Water Company Block in Louisville; and

WHEREAS, the Consultant has been determined by the Metro Government to be a sole source to provide that service and support,

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

I. SCOPE OF SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this Agreement.

B. The services of Consultant shall include the following:

1. Those described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Consultant for services rendered pursuant to and as described in Attachment A. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **NINETY FIVE THOUSAND DOLLARS (\$95,000.00)**.

Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **NINETY FIVE THOUSAND DOLLARS (\$95,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed University cost reimbursement invoice presented monthly. Consultant's final invoice shall be marked FINAL and should be received no later than 60 days after the end date of the project.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services for each project under this agreement. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses 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 and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This Agreement shall begin July 1, 2015 and shall continue through and including September 20, 2016.

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

Consultant shall maintain during the course of the work, and retain not less than three years from the date of final payment on the contract, complete and accurate records of all of Consultant'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.

V. INSURANCE REQUIREMENTS

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

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

"UKRF agrees to be responsible for claims arising as a result of its actions under this contract, but only in the manner and to the extent expressly permitted by KRS 44.072-44.160 or KRS 45A.235-.245; further, this contract is intended for the sole benefit of the parties hereto and no rights under this contract shall be bestowed upon any third party or parties as a result of this provisions contained herein."

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 Consultants. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant 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.

IX. AUTHORITY

The Consultant, 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 subConsultant under a contract to the prime Consultant or higher tier subConsultant 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. 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.

XVII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subConsultant within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subConsultant. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subConsultant for the duration of the contract.

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

APPROVED AS TO FORM AND LEGALITY:

Paul J. Lytle
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 7-31-15

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

Marian Salmon
MARIAN SALMON, DIRECTOR
PURCHASING DEPARTMENT

Date: 8/18/15

LOUISVILLE FORWARD

Jeff Mosley
JEFF MOSLEY
DIRECTOR

Date: 8/14/15

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

By: *Kim C. Carter*

Title: KIM C. CARTER, CRA
Executive Director, Office of Sponsored Projects Administration
Associate Director, University of Kentucky Research Foundation

Date: 8/20/15

Taxpayer Identification No. (TIN): _____

cbf
JA

Louisville/Jefferson County Revenue Commission Account No.: _____

ATTACHMENT
"A"

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	Cost	Total
Project Administration		
Principal Investigator		
2 week @ 1200/week	\$2,400	
Fringe Benefits	\$209	
Total	\$2,609	\$2,609
Field and Lab Salaries Wages		
Project Director		
3 months @ 4500/month	\$13,500	
Fringe Benefits	\$4,725	
Field and Lab Supervisor		
9 weeks @ 500/week	\$5,400	
Fringe Benefits	\$467	
Field and Lab Assistants		
7 weeks @ 500.00/week	\$3,500	
Fringe Benefits	\$303	
Total	\$27,895	\$27,895
Report Salaries and Wages		
Project Director		
3 months @ 4500/month	\$13,500	
Fringe Benefits	\$4,725	
Faunal Analysis - Bruce Manzon (.75 @ 4000/month)	\$3,000	
Fringe Benefits	\$1,050	
Botanical Analysis (20 @150/sample)	\$3,000	
Drafting		
3 weeks @ 1,250/week.	\$3,750	
Fringe Benefits	\$1,313	
Total	\$30,338	\$30,338
backhoe	\$10,500	\$60,841
Materials, Analysis, and Equipment		
Mileage (1000 miles @ .41/mile)	\$410	
Equipment/Supplies	\$492	
Total	\$902	\$902
Total		\$72,243

Indirect (31.5 percent)
Grand Total

\$22,757
\$95,000

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 coverage's.

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. **PROFESSIONAL LIABILITY** (Architects and Engineers [A&E]) coverage insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, and **\$2,000,000** **aggregate limit**. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

4. **WORKERS' COMPENSATION** 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.