

Office of Management and Budget Division of Purchasing

Non-Competitive Contract Request Form

Department	Public Health and Wellness	Department Contact	Michael Kopp
Contact Email	michael.kopp@louisvilleky.gov	Contact Phone	502-574-5708

Contract Type: check one	New	Amendment			
		Additional Funds	Time Extension	Scope	
Professional Service					
Sole Source (goods/services)	✓				
	Start	End			
Requested Contract Dates (MM/DD/YYYY)	09/01/2021	08/31/2022			

VENDOR INFORMATION

Vendor Legal Name	Aero Build							
DBA								
Point of Contact	Joe Beecroft			Email	joe@aerobuildcustoms.com			
Street	1015 W Kirkland Ave							
Suite/Floor/Apt	Suite 421	Suite 421 Phone 615-2378677						
City	Nashville			State	TN		Zip Code	37216
Federal Tax ID#			SSN# (If sole	e propriet	or)			
Louisville Revenue Co	ommission Account #							
Human Relations Commission Certified Vendors		Certified Minority Owned Business		Certified Woman Owned business		Disabled Owned business		
Select if applicable								

FINANCIAL INFORMATION

Not to Exceed Contract Amount	Amount \$44,545			(including reimbursement expenses, if applic				plicable)
Fund Source: General Fund	✓							
Federal Grant	Federal Granting Age			ncy				
Other	Describe:							
Account Code String #	1101 605 4140		411	667 54550)9			
Dayment Pate		per hour			per day		per service	
Payment Rate		per month	\$44,545.0		Other	Upon delivery		
Payment Fraguency		Monthly		✓	Upon Cor	ompletion / Delivery		
Payment Frequency		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.

LMPHW is in need of a new mobile trailer unit for its substance use disorder work, specifically one that can be used to conduct mobile syringe exchange, mobile HIV and HCV testing, and Narcan distribution. Jefferson County is experiencing an increase in HIV transmission, and we need the mobile unit to be ordered and delivered within 6 months because the sooner we identify persons living with HIV who do not know their status and link them to care, the sooner we stop the spread of the HIV in our community. In addition, the mobile trailer unit will be used for syringe exchange and Narcan distribution services, both of which have an increased immediate need as we deal with the impacts of COVID-19 on the substance use disorder community.

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.

Aero Builds is the only company within a 4 hour radius that can produce this specific type of custom mobile trailer unit within the project duration window of less than 6 months. They have experience building out mobile trailers for the exact purposes for which we need one.

A quote for the specific custom mobile trailer we need to purchase is attached.

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 Directo	Connee S Mendel r	August 20, 2021 Date
·	Signature Connie S Mendel	
Purchasing Director	Printed Name DocuSigned by: Jul Municul	Date 9/24/2021
	Sig គួ d@d@d 03FB3A42D	
	Joel Neaveill	

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Michael Kopp

michael.kopp@louisvilleky.gov

Joe Beecroft

Aero Build

Nashville, Tennessee 37216

joe@aerobuildcustoms.com

http://www.aerobuildcustoms.com

WELCOME TO AERO BUILD

Dear Michael:

Aero Build is pleased to present our proposal for The Merchant Plus Model.

As experts in mobile construction, we stand by our commitment to deliver projects on time and on budget. We believe that you will benefit from our:

- Extensive experience in the development of mobile businesses and custom trailers.
- Focus on high design, functionality and build quality.
- Strong track record of planning and executing projects on time and within budget.

We are confident that our qualifications suit your needs and are excited about the opportunity to work with your organization.

Sincerely,

Joe Beecroft

Aero Build

A MESSAGE FROM OUR CEO

Michael,

There is no one like you. Your home is your own. Your business is your own. Imagine designing the mobile presence that is your own. Is it a camper with your chosen interior design? Is it your business on wheels? Aero Build works with you to design and build your personalized space that represents your uniqueness. At Aero Build our passion is excellence.

My name is Brian Fuente, and I am the CEO of Aero Build. This company was born from my passion for bringing sophistication and style to an age-old idea. We start with design consultations to understand you. Then we bring your ideas to life. With the work of our experienced architects and craftsmen, we take your themes and customize the build for your tastes. Whether it represents your brand or your personality, we believe your mobility should be representative of your uniqueness.

We look forward to building your dream.

Brian Fuente, CEO

Bu Que

PROJECT SUMMARY

The following proposal provides an outline and estimate of costs for The Merchant Plus.

Time to complete: 4-6 months

Total Cost of the project: \$44,545.00

16' Merchant Plus

MODEL DETAILS:

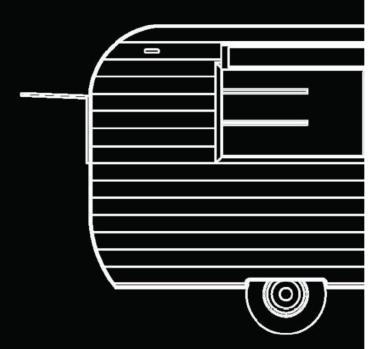
- Plumbing Package (3-Compartment Sink, Hand Wash Sink, Water Heater, Tanks)
- · Recessed ceiling lights on dimmer
- 50amp service
- Six 120v outlets
- · One pop out service window
- · One glass door
- · One rear transom window

CHOOSE FROM OUR SELECTION OF:

- · Exterior Siding
- Exterior Paint Color
- Wood Laminate wrap around countertops
- Sconces
- · Interior Paint
- Composite Flooring

TRAILER SPECIFICATIONS:

- 82"W x 104"H x 16'L
- Inside interior height: 79"
- Interior Width: 78 3/4"
- Interior Floor Length: 12'
- Door: 32" x 72"
- Electronic Trailer Brakes



MERCHANT PLUS MODEL

DESCRIPTION			PRICE
16' Merchant Plus Model MODEL DETAILS: Plumbing Package (3-Compartment Sink, Hand Wash Sink, Water House Recessed ceiling lights on dimmer 50amp service Six 120v outlets One pop out service window One glass door One rear transom window Your choice of our exterior siding, exterior paint, sconces, wrap-arounce countertops, interior paint, composite flooring			\$39,995
2 13, 500 BTU Roof Mount A/C (slim line)			\$1,650
Additional Service Window			\$1,250
Exterior Trim	\$450	1	\$450
Exterior Folding Shelf	\$450	1	\$450
Shiplap or Faux Brick Accent Wall			\$500
□ 220 V Upgrade			\$850
☐ Knock box & Pitcher Rinser			\$850
Vinyl Logo Package (One Exterior & One Interior)			\$750
☐ Size Increase to 19' Trailer			\$5,995
TOTAL			\$44,545

PROPOSAL SIGN-OFF

Aero Build proposes to build the unit described above for \$44,545.00. This price include design, project management, accounting, reporting, construction, scheduling, supervision and quality assurance.

Additional charges will occur if changes are made to project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items varies.

The next steps is to agree to this proposal (in addition to any changes that have been noted in the presentation of this document), and subsequently to sign the contract agreement which references the document above.

After the proposal is signed, we will connect with you on the next steps on your designs.

A non-refundable 50% deposit is required for custom trailers upon proposal sign off. The remaining balance will be split into two payments, with the next payment due 60 days after and the remaining balance due on project completion. The client is responsible for trailer pickup (either by personal transport or freight) within 14 days of completion. Please note that full payment must be made before the trailer leaves our facility. Any trailers left after 14 days will be charged a \$50 a day storage fee.

Please note, there is a 90 day warranty with all of our builds.

Joe Beecreft 2021-08-18 16:28:40 (ADT)

Joe Beecroft Aero Build Michael Kopp 2021-08-18 16:19:42 (ADT)

Michael Kopp Michael Kopp

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 METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS, herein referred to as "METRO GOVERNMENT", and AERO BUILD, LLC ("CONTRACTOR"), with offices located at 1015 West Kirkland Avenue, Nashville, Tennessee 37216,

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase a mobile trailer for its substance abuse disorder work; 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. <u>SCOPE</u>

A. The services of Contractor shall include but not be limited to those described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

- **A.** The Metro Government shall pay Contractor for services provided as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **FORTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS (\$44,545.00).**
- **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 invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other

third party charges must be included with the Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Contractor's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. 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.

III. <u>DURATION</u>

- **A.** This Agreement shall begin September 1, 2021 and shall continue through and including August 31, 2022.
- **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. 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) 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.

V. <u>INSURANCE REQUIREMENTS</u>

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

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

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. <u>AUTHORITY</u>

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. <u>SUCCESSORS</u>

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. <u>COUNTERPARTS</u>

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. <u>CALCULATION OF TIME</u> 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. <u>CAPTIONS</u> 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. <u>VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS</u> 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.

XIX. MISCELLANEOUS

The Metro Government and Contractor agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Contractor nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

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

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

METRO COUNCIL	
Paul Rutherford	DocuSigned by: Jul Munic BABAGGGSER3042D
MICHAEL J. O'CONNELL JEFFERSON COUNTY ATTORNEY	JOEL NEAVEILL, DIRECTOR, PURCHASING DEPARTMENT
Date: 10/20/2021	10/21/2021 Date:
	DEPARTMENT OF PUBLIC HEALTH AND WELLNESS
	Docusigned by: Sarah Moyer
	DR. SARAH S. MOYER, MD, MPH DIRECTOR, DEPARTMENT OF PUBLIC HEALTH AND WELLNESS
	10/20/2021 Date:
	AERO BUILD, LLC
	By: Brian Funte
	Title: CEO
	Date:
	Taxpayer Identification No. (TIN):
	Louisville/Jefferson County Revenue Commission Account

Health Department - Contract (Sole Source) with Aero Build LLC 101921.doc - [pr]

ATTACHMENT A

ATTACHMENT B

A. 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. The 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 Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor 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 Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

- B. The following clause shall be added to the 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."
- C. 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 the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - 1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and 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. **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.

D. 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 Government's Risk Management Division.

E. MISCELLANEOUS

- 1. The Contractor shall procure and maintain insurance policies and shall furnish 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 Government at least fifteen (15) days prior to the expiration of any policy(s).
- 2. 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
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
riskreview@lousivilleky.gov

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished via mail or e-mail to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
riskreview@lousivilleky.gov

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two 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 Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by

this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government 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 Government's Risk Management Division.

Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government 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 the Contractor.