

**OWENSBORO-DAVIESS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
SEEKS CONSTRUCTION MANAGEMENT SERVICES FOR
THE DOWNTOWN CONVENTION CENTER**

The Owensboro-Daviess County Industrial Development Authority is seeking request for proposals for construction management services for the downtown Owensboro Convention Center. The deadline for responses is at 5:00 p.m. CDT on February 11, 2011. All information for the request for proposals can be found at www.owensboro.org, www.downtownowensboro.org or www.daviessky.org.

In 2009, the city of Owensboro, Kentucky launched a major downtown revitalization project to implement a Place-Making Master Plan developed by Gateway Planning, Ft. Worth, TX. The cornerstone piece of that plan is the construction of a 140,000 square foot \$30 million dollar downtown convention center on the banks of the Ohio River. This facility will be complimented by a new convention center hotel, destination riverfront park, major streetscape improvements and a Regional Farmers Market. This is a fully funded project that is currently being designed by Trahan Architects, Baton Rouge, LA, with the anticipated completion date of no later than January, 2014.

REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES
FOR THE CONSTRUCTION OF THE
OWENSBORO CONVENTION CENTER
OWENSBORO, KENTUCKY
JANUARY 10, 2011

The Owensboro-Daviess County Industrial Development Authority (hereafter referred to as “Owner”), is seeking qualified firms and/or joint venture entities to submit their qualifications and proposals to provide a full array of construction management services related to the construction of the Owensboro Convention Center, a new facility containing 140,000 square feet of convention, conference, banquet, and event space on a prominent downtown riverfront site. The Convention Center is currently in its conceptual design stage, and has a total construction budget allocation of \$30 million. Parties interested in being considered for the provision of such services should respond to the specific requirements for submission as indicated herein.

I. Submission Terms and Conditions

- A. Proposals must be submitted in writing to:

Dr. Fred Reeves
Owensboro – Daviess County Industrial Development Authority
200 East Third Street
Owensboro, KY. 42302

- B. All proposals must be signed by a principal of the firm/joint venture; One (1) original and 8 copies of each Proposal shall be submitted. A digital version provided on a CD must be included as well.

- C. The deadline for submission is the 11th day of February, 2011 at 5:00 P.M., CDT. Proposals received after that time shall not be considered.

- D. Proposals shall be submitted in the format described within this Request for Proposals. Material submitted that is not specifically requested shall not be considered in the evaluation of the submission.

- E. The firm or joint venture submitting a response must attest that in the performance of the services requested, it will not discriminate against any

worker because of race, creed, color, religion, national origin, disability, or sexual orientation and will comply with all applicable Federal, State, and local laws, ordinances, and regulations prohibiting such discrimination.

- F. Should a potential respondent find a discrepancy in or omission from the specifications, or be in doubt as to their meaning, he/she shall immediately notify the Owner. The Owner will send written clarifications to all prospective bidders. The Owner will not be responsible for any oral instructions or clarifications.
- G. The Owner reserves the right to reject any or all submissions.

II. Project Description

The Owensboro – Daviess County Industrial Development Authority is seeking statements of qualifications and proposals from highly qualified construction management firms and/or joint ventures of highly qualified firms established for this project, to provide a full array of construction management services for the construction of the Owensboro Convention Center. The Center will contain a maximum of 140,000 square feet that will serve as the major conference, convention, trade show, banquet, and events space for downtown Owensboro. A new 150 room hotel will be constructed adjacent to the Center and will serve as its primary convention hotel. The Center is being designed to optimize its setting on and adjacent to the riverbank of the Ohio River, and serve as an iconic element of Owensboro’s ambitious downtown renaissance initiative. Its major programmatic spaces (currently under final evaluation) will likely consist of the following elements:

- 38,200 sq.ft. Public Lobbies and Concourses
- 40,500 sq.ft. Exhibition Halls
- 17,100 sq.ft Meeting Rooms & Junior Ballroom
- 5,500 sq.ft. Front of House Support Areas
- 27,920 sq.ft. Back of House Service Areas
- 4,750 sq.ft. Food Service Areas
- 5,000 sq.ft. Venue Management
- 4,700 sq.ft. Vertical Circulation
- Enclosed Building 143,670 sq.ft.
- Unenclosed area 16,950 sq.ft. Loading docks, etc
- Optional Tensile Structure 40,000 sq.ft.

The Owner desires to retain the services of a construction management firm for the project to ensure the soundness of the design, properly manage and meet the schedule, control costs, receive the highest quality construction services in the most cost-effective manner, and manage and promote maximum local and/or minority participation among the subcontractors and overall workforce.

The facility is currently in its initial design phase. Trahan Architects of Baton Rouge, Louisiana is serving as the lead architectural firm, in collaboration with Bravura of Louisville, Kentucky.

III. Project Services Required

The firm and/or joint venture selected as the Construction Manager on this project shall be highly experienced and qualified to provide the services required. The Construction Manager is to be a responsible, cooperative and contributing member of the Owner's professional team that has been assembled for the design, construction, and operation of the Center. The Construction Manager is to provide assistance and advice, and provide its services in a manner that assures the project is completed within the defined budget, program, and schedule, and meets the goals and objectives of the construction process.

The contract established for Construction Management services will be that of either 1) agency relationship; or 2) Construction Manager at Risk. Respondents are encouraged to propose one or both types of relationships, or others that it has found to be appropriate for this type of construction project.

A. Project Start-Up/Design Phase

- In collaboration with the Project Architect, and the Owner, the Construction Manager shall develop a project schedule indicating significant milestones for each phase of the project, which will incorporate design development, cost control activities, local and minority labor participation, bidding, shop drawings, permitting, construction scheduling, initial occupancy, and project completion through punch list. Throughout the duration of the project, the Construction Manager is to monitor, report, and review with the Project Architect and the Owner all activities which are on or behind schedule and review corrective actions or alternatives.
- The Construction Manager shall make recommendations to the Owner regarding methods and options for shortening the schedule or for accommodating unanticipated delays outside the control of the Construction Manager.
- The Construction Manager shall develop a Budget Management program for the project for approval by the Owner, which shall indicate procedures for project cost control, detailed cost reporting and forecasting, continual monitoring of the project budget, cost commitments, anticipated future costs, and shall prepare regular status reports on the budget and variances to that budget, as required by Owner.
- The Construction Manager shall assist the Project Architect and the Owner in performing life-cycle costing studies and to evaluate the most cost effective systems in terms of operation, maintenance and energy usage, as well as the

economic impacts of various sustainable and “green” systems under consideration.

- The Construction Manager will attend monthly design progress meetings involving the Project Architect and the Owner (and its agents) to review the status and development of the project design. The Construction Manager will provide recommendations to the Project Architect and the Owner on construction feasibility and the economics of various construction systems, materials, and equipment under consideration
- The Construction Manager shall provide the Project Architect and the Owner with interim cost estimates prior to the conclusion of schematic design and design development phases. The Construction Manager will lead any necessary value engineering exercises warranted as a result of these preliminary cost estimates.
- The Construction Manager shall review all plans and specifications for coordination of all disciplines and for construction feasibility. The Construction Manager shall advise the Project Architect and Owner on contract provisions for controlling construction schedules and on Special and General Conditions.
- The Construction Manager shall evaluate and monitor the local construction market and bidding climate and identify and recommend the most cost-effective work categories. The Construction Manager shall identify local, minority and female owned businesses for likely work categories.

B. Construction Document Review and Final Cost Estimates; Pre-Construction

- The Construction Manager shall review plans and specifications as they are being developed for construction feasibility, and coordination of all design disciplines. The Construction Manager shall make recommendations where appropriate for the use of alternative systems, materials, and/or equipment that would provide cost savings. The Construction Manager shall conduct a thorough review of the documents for completeness and clarity as the documents progress.
- The Construction Manager shall provide fully detailed cost estimates for the construction of the Owensboro Convention Center, based upon the final construction documents. The Construction Manager shall determine, in conjunction with the Owner, the need for additional value engineering efforts, or shall be directed by the Owner to undertake additional value engineering, prior to the development of bid packages.

- The Construction Manager shall identify materials and equipment that are appropriate for consideration for early purchase and/or delivery. The Construction Manager shall make recommendations for early purchase and how to assign to the future contractor.
- The Construction Manager shall determine the appropriate bid packages for the construction of the project, assume principal authorship of the bid packages, and be responsible for their content, including any bid document Special Conditions. The Construction Manager shall prepare a list of principal material suppliers, sub-contractors, material and labor unit prices, and list of additive or deductive alternates as approved by the Owner.
- The Construction Manager shall develop a construction schedule and review with the Project Architect and the Owner for inclusion into the bid documents.

C. Bidding

- The Construction Manager shall be responsible for the obtaining of competitive bids in accordance with appropriate procurement procedures for all construction, labor, materials, and equipment. The Construction Manager is to analyze and recommend the bid packaging procedures for each bid issue. The Construction Manager shall work with the Owner to develop these packages in such a manner as to maximize the response from local, minority, female, and disabled business enterprises. Final copies of all specifications and drawings will be provided to the Owner. The Construction Manager will receive and open all bids.
- The Construction Manager will conduct a minimum of one Pre-Bid Conference for each bid package; representatives of the Owner may be present at the Owner's discretion.
- The Construction Manager shall distribute all addenda items and/or clarifications that result from the Pre-Bid Conferences, and prepare minutes of each such Conference.
- The Construction Manager shall conduct a Pre-Construction Conference with the successful bidders to familiarize each with the project team and the procedures to be followed, including reporting, draw, and minority participation procedures.

D. Construction and Contract Administration

- The Construction Manager shall be responsible, in conjunction with the Owner's agent, for the overall administration of all construction contracts and procedures.
- The Construction Manager shall obtain all necessary construction and building permits.
- The Construction Manager shall develop guidelines for a job safety program. Job site safety shall be the responsibility of the Construction Manager and the selected subcontractors.
- The Construction Manager shall monitor the progress, performance, quality, and contract compliance of the work and inform the Owner of actions taken to maintain the required performance from all parties involved with the project.
- The Construction Manager shall provide full-time field staff – located on-site or in the immediate proximity of the site - throughout construction, for the purpose of managing, inspecting, scheduling, and coordinating the on-site contractors.
- The Construction Manager shall schedule, conduct, document, and distribute minutes of all meetings and provide timely progress reports to the Owner, the schedule of which shall be determined by the Owner. Team progress and coordination meetings including the Owner and representative of the Architect of Record shall be held at appropriate intervals to be determined by the Owner. Trade contractor coordination and progress meetings shall be held weekly.
- The Construction Manager shall assume primary responsibility for the project construction schedule. It shall develop and maintain a detailed project construction schedule in a CPM format. The schedule shall be developed using inputs and durations from all contractors and conform to the overall project duration. All trade contractors must sign-off on the final schedule. The schedule shall be updated as necessary to reflect changes in actual progress, etc. The Construction Manager shall monitor the schedule and identify any potential problems or delays. It shall make recommendations and changes as necessary to maintain contracted completion dates. Updated schedules shall be provided to the Owner and the Architect at least once a month and be available for review at all times. The CPM project schedule should track all construction activities including all required submittals and the procurement of critical materials and equipment.
- The Construction Manager shall request pricing, review and negotiate costs, and make recommendations to the Owner and Architect on all necessary or requested changes to the contract(s). It shall assume lead roles in monitoring, evaluating, and administering change orders and develop with the Owner and

Architect a strategy for initiating, tracking, and approving all changes to the contract(s).

- The Construction Manager shall coordinate construction interfaces, methods, techniques and sequences. The Construction Manager shall develop from input of each of the trade contractors, coordination drawings for field installation of all mechanical, electric, and HVAC systems.
- The Construction Manager shall provide and/or administer all General/Special Condition requirements not assigned to work categories, including management coordination and administration. Tasks requiring site cleanup, job safety, hoisting, etc. should be scoped into the individual trade contracts.
- The Construction Manager shall provide and maintain a fully equipped project office facility on-site or immediately adjacent to the site to perform all required construction duties and meetings.
- The Construction Manager shall make every effort to moderate, mediate, and make recommendations or take other appropriate actions in matters relating to disputes between contractors, work stoppages, labor disputes, or other disruptions that may occur during the construction of the project. It shall immediately inform the Owner of such matters.
- The Construction Manager shall develop and implement a system for preparation, review, approval, and processing of contractor's draws and pay requests.
- The Construction Manager shall maintain daily job site records. These records shall, at a minimum, record weather data, number and type of workers on site, equipment in use, activities performed each day, and any special occurrences observed, noted, or reported.
- The Construction Manager shall institute and administer requirements and procedures for review and approval of shop drawing samples. This shall include documentation of submission, review for completeness and contract compliance, expediting submittals and approvals, and tracking. The shop drawings are to be transmitted to the Architect for final review and approval with appropriate comments and notes from the Construction Manager to assist the Architect in their final approvals.
- The Construction Manager shall maintain in its job-site office a working set of drawings that are updated by the Construction Manager with all addenda and approved changes and modifications. It shall collect from each contractor, upon substantial completion of their work, completed as-built drawings, review them for accuracy, and turn them over to the Architect.

- The Construction Manager shall maintain all other project data and records, including project permits, contracts, contract revision documents, construction documents with addenda, change orders, and shop drawing submittals/approved logs. The Construction Manager shall record documents, warranties and guarantees, operating and maintenance instructions, daily and monthly progress reports, correspondence files, payment request records, transmittal records, meeting minutes, inspections reports, lab test reports, punch lists, and project schedules.
- The Construction Manager shall prepare and administer all cost control procedures, including contractor's schedule of values; contractor's payment applications and certifications; waivers of lien, where applicable; change order logs; and purchase order and disbursement summaries.
- The Construction Manager may be assigned other duties and tasks as determined by the Owner to be reasonable and necessary for the Construction Manager to carry out its contracted responsibilities.

D. Project Close-Out

- The Construction Manager shall prepare and distribute a schedule of closeout activities to include punch lists, equipment and system testing, start-up procedures and occupancy. It shall prepare all punch list items, coordinate final inspections with members of the design team and Owner representatives, and prepare and organize all building commissioning documentation, in conjunction with the Owner and its representatives.
- The Construction Manager shall coordinate, collect and review all guarantees, keys, extra or spare parts and materials, final waivers of liens, as-built drawings, operating and maintenance brochures/manuals, all required permits, certificates of occupancy, and other documents that may be required for occupancy.
- The Construction Manager shall schedule and coordinate training programs between manufacturers' representatives, contractors, Architect, and Owner's representatives for mechanical, electrical, HVAC, and other appropriate equipment and systems.
- The Construction Manager shall coordinate with the exhibit design fabricator schedules and procedures for exhibition area construction, installation, and calibration and testing.
- The Construction Manager shall coordinate with the Owner the purchase, delivery, and installation of all required moveable equipment and furniture.

E. Post Construction

- The Construction Manager shall remain on-site with reduced staff for a period of sixty (60) days after substantial completion to assist the Owner with warranty, punch list completion, maintenance orientation, and other duties as may be appropriate to assist the Owner and Architect with project close-out. If after sixty (60) days the above items have not been completed, the Construction Manager's reduced staff shall remain on the site until completed at no additional cost to the Owner.
- The Construction Manager shall assist the Owner as necessary during the warranty period and be represented at the end-of-warranty inspection/conference.
- The Construction Manager may be directed by the Owner to provide service for the total operation of all building systems for sixty (60) days after substantial completion. The cost of such service shall be submitted simultaneously with its Construction Manager fee proposal.

IV. Proposal Submission Requirements

General Conditions

The respondent shall provide Hold Harmless and indemnification insurance requirements as described in Attachment A. The selected Construction Manager will be required to Indemnify and Hold Harmless the Owensboro – Daviess County Industrial Development Authority and other relevant parties for all claims, damages, losses, and expenses, including attorney's fees, as stated in Attachment A. The Construction Manager must also secure, at its own expense, all insurance required in Attachment A. The Construction Manager must provide proof of coverage, and maintain this insurance for the entire duration of this contract as stated in Attachment A.

Understanding of the Project Scope and Goals

Based upon the information provided herein and other material available, the respondent's bid must illustrate its understanding of the project scope, the complexities of the project, the Owners goals for the construction of the project, and the Owner's desire to maximize the inclusiveness of the contractors and workforce.

Respondent's Qualifications and Related Experience

The respondent must demonstrate its background and experience as Construction Manager on similar types of projects, projects equally as complex, and projects equal or greater in facility size and construction cost. The respondent must also demonstrate its track record on final construction costs as they compare to cost estimates and project budget. The respondent shall also indicate its experience as Construction Manager on projects with similar characteristics as the Owensboro Convention Center, including but not limited to the following:

- Public Assembly Facilities;
- Construction on a previously developed site;
- Construction atop, over, or adjacent to a riverbank;
- Construction within or adjacent to a flood plain;
- Coordination with projects outside the control of the owner (hotel);
- Unusual interior/exterior surfaces and materials and structural systems;
- LEED certified projects.

The respondent shall provide the following information:

- A brief history of the firm or joint venture partners;
- The areas of construction management it considers to be its specialty;
- A list of projects in which the firm or partners equal to or greater in construction budget than the Owensboro Convention Center in which it served a construction management role;
- Any current outstanding lawsuits currently pending against the firm and/or joint venture partners, and a list of all lawsuits against the firm that have been adjudicated, settled, or dismissed in the last five years;
- A list of projects recently completed and currently underway, the name of the project manager, the scope of work for each project (including project budget, length of construction schedule, variance with initial project budget or cost estimate, client contact person and phone number);
- Specific examples of innovative ways that the firm or joint venture has successfully provided construction management services on projects similar in size and complexity to the Owensboro Convention Center. Description of specific management systems used on comparable projects;

- A demonstration that the firm and/or joint venture has the capacity and ability to manage a project on this scale and successfully coordinate the various specialties and contractors that will be part of the project. If respondent is a joint venture, indicate all other projects in which this team has provided construction management services;
- A demonstration of the firm's knowledge of the Kentucky and/or Owensboro construction climate and capacity, both in terms of subcontractors and workforce, including knowledge of the local and regional MBE and WBE capacity;
- The type(s) of Construction Management partnership it is proposing for this project.

Project Team

The respondent shall provide a full description of the personnel that will comprise the project team. Include, as a minimum, the following information:

- Identification of the roles, responsibilities, and percentages of time dedicated to the project by key members of the team;
- Identification of the project manager, the project engineer, the project superintendent, and the key on-site personnel, and their experience in similar roles in other comparable projects;
- Resumes and qualifications of key team members;
- Contact person and phone number on other firm or joint venture projects with these key personnel in similar roles;
- Length of time with firm of each key project team member;
- Other projects that project team personnel will be working on – or may be working on – within the same time period of the construction of the Owensboro Convention Center.

Specific Management Approach

The Owensboro – Daviess County Industrial Development Authority is extremely interested in learning of the respondent's approach to the provision of construction management services for this project. Please describe as concisely as possible how the

firm intends to achieve the Owner's goals and objectives, to work within the project's budget and time frames, and to maximize local participation in the project. Indicate specifically how the respondent will apply its management techniques and resources to achieve these goals. Indicate project tracking methods, management innovations, and cost estimating capabilities and track records. Also specify how the firm will work with the Owner on coordination and making sure that the Owner is kept aware of the project's progress. The response should address the following items:

- The extent to which the proposed project team has worked together on previous projects;
- The respondent's cost estimating and cost control organization and techniques and how they will be employed in the execution of this project, including your data base for projects of this size and type and details of your cost estimating/reporting/control procedures;
- Scheduling organization and techniques and how they will be employed in the performance of this project;
- Scheduling deadlines as they relate to inclement weather;
- The respondent's safety program and procedures as applied to this project;
- The respondent's techniques and capabilities related to Value Engineering;
- The respondent's approach to Quality Assurance and Quality Control;
- The respondent's procedure for identification, management, and resolution of construction document conflicts;
- The respondent's approach to preventing and resolving problems with and among contractors;
- The respondent's procedures for evaluating and processing change orders, including review and verification of contractor pricing;
- The respondent's procedures for processing payment requests, including pay request documentation;
- The respondent's procedures for identifying, reviewing and processing claims during and after construction completion.

Fee Structure

The fee to be incurred is a significant, albeit not the only, criteria to be used to evaluate the responses to this request. Please indicate a proposed fee for the scope of services as indicated, describing the method and basis in which this fee was structured. The proposed fee shall specify the fee for overhead, profit, and home office staff as well as on-site costs. Also include a detailed listing of Reimbursable General Conditions Expenses for both design and construction phases.

If the respondent is proposing its services as a Construction Manager at Risk, please provide the same information as above, as amended as follows:

- Provide a Fixed-Fee for Pre-Construction Services through the development of the Guaranteed Maximum Price;
- Provide a Fixed-Fee for CM-at-Risk services based on an assumed construction budget of \$30,000,000;
- Provide a proposed Contractor Contingency;
- Provide a proposal for liquidated damages to be included in your contract should be GMP not be met.

References

Please provide full references for all projects and clients that the firm or the joint venture partners believe are comparable in size and scope to the Owensboro Convention Center.

V. Review of Submissions

Review Criteria

The responses submitted shall be evaluated based upon the information provided. Any additional information presented outside of the formal submission package will not be considered. No additional information provided orally or in written form by the respondent or anyone contacting the Owner on behalf of the respondent will be considered.

The responses shall be evaluated based on the following criteria:

- Understanding of the Project
- Related Experience

- Strength of the Project Team
- Management Approach
- Commitment to the Goals of the Project
- Fee Structure
- References

Selection Process

The Owensboro Convention Center Steering Committee, a subcommittee of the Owensboro-Daviess County Industrial Development Authority, and its staff and project management consultant - representing the Owner - shall evaluate the responses. The Steering Committee will review the proposals to develop a short list of firms to be interviewed. Final selection will be made by the Owensboro – Daviess County Industrial Development Authority upon receipt of a formal recommendation from the Steering Committee. Such selection will occur after the formal interviews and the review of any additional information the Committee may subsequently request of the respondent.

The Owner reserves the right to reject any or all responses that are submitted.

ATTACHMENT A

HOLD HARMLESS AND IDEMNIFICATION CLAUSE

AND INSURANCE REQUIREMENTS

REQUIRED FOR THE

CONSTRUCTION MANAGER

OF THE

OWENSBORO CONVENTION CENTER

I. Hold Harmless and Indemnification Clause

As respects acts, errors, or omissions in the performance of professional services, the Construction Manager agrees to indemnify and hold harmless the Owensboro – Daviess County Industrial Development Authority, its officers, agents, employees, successors, assigns, and representatives from and against any and all claims, damages, demands, defense costs, liability or consequential damages arising directly out of Construction Manager’s (or Construction Manager’s subcontractors, if any) negligent acts, errors, omissions, or breach of contract, in the performance of professional services under the terms of this contract.

As respects all acts which do not arise directly out of the performance of professional services, including but not limited to those acts normally covered by Commercial General Liability and Automobile Liability Insurance, Construction Manager agrees to indemnify, defend, and hold harmless the Owensboro – Daviess County Industrial Development Authority, its officers, agents, employees, successors, assigns, and representatives from and against any and all claims, demands, defense costs, liability, or consequential damages arising out of or in connection with Construction Manager’s (or Construction Manager’s subcontractors, if any) performance or failure to perform, under the terms of this contract, excepting those which arise out of the sole negligence of the Owensboro – Daviess County Industrial Development Authority.

II. Insurance

Prior to commencing work, the Construction Manager shall obtain, at its own cost and expense, the following types of insurance through insurance carriers 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 Construction Manager shall not commence work under this contract until all insurance required herein or by force of law has been obtained by the Owner and approved as to its acceptability under such requirements.

Without limiting Construction Manager's indemnification requirements, it is agreed that Construction Manager 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 any, to procure and maintain these same policies until final acceptance of the work by the Owner.

A. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows:

1. The Construction Manager shall purchase and maintain, at its own expense, a Professional Liability (Errors and Omissions Liability) insurance policy, which includes a minimum limit of liability of \$2,000,000 per claim and aggregate. In the event that the Construction Manager's policy is written on a "Claims Made" form, the Construction Manager shall, after work has been completed, furnish evidence that the professional 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 Construction Manager has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
2. COMPREHENSIVE GENERAL LIABILITY OR COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a \$1,000,000 Combines Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premised – Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Independent Contractors
 - e. Personal Injury
3. The following clause shall be added to the Construction Manager's (and subcontractors, if any) Commercial General Liability Policy:

"The Owensboro –Daviess County Industrial Development Authority is added as an 'Additional Insured' as respects operations of the Named Insured relative to Owensboro Convention Center."

4. AUTOMOBILE LIABILITY, insuring all Owned, Non-Owned and Hired Motor Vehicles: \$1,000,000 Combined Single Limit for any one accident.
5. WORKERS' COMPENSATION insuring the employer's obligations under Kentucky Revised Statutes Chapter 342. Statutory Limits and Employers' Liability: \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Each Employee

III. Acceptability of Insurers

Insurance is to be placed with Insurance Companies with an A.M. Best rating of no less than "B+VI."

IV. Miscellaneous

The Construction Manager shall procure and maintain insurance policies as described herein or by force of law and for which the Owner shall be furnished Certificates of Insurance upon execution of the contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Owner having been provided at least thirty (30) days written notice. The Certificates shall identify the contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire prior to the completion of the contract, renewal Certificates of Insurance shall be furnished to the Owner prior to the expiration date, to assure continuous coverage during the term of the Agreement.

Approval of the insurance by the Owner shall not in any way relieve or decrease the liability of the Construction Manager hereunder. It is expressly understood that the Owner does not in any way represent that the Limits of Liability or coverage or policy forms referenced herein are sufficient or adequate to protect the interest or liabilities of the Construction Manager.