SCHEDULE A

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant 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 Consultant 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 the Louisville Zoological Gardens and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.** The *Consultant 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 Consultant evidencing proof of coverages.*

Without limiting Consultant's indemnification requirements, it is agreed that Consultant 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. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Consultant'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 for Zoo Advertising and Public Relations."

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:

   1. COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:

      a. Premises - Operations Coverage
      b. Products and Completed Operations
      c. Contractual Liability
      d. Broad Form Property Damage
      e. Independent Consultants Protective Liability
      f. Personal Injury

2. 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.

II. ACCEPTABILITY OF INSURERS

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

III. MISCELLANEOUS

A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville Zoological Garndens shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty 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 before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government's Risk Management Division at least 30 days prior to the expiration of any policy(s).

Louisville Zoological Gardens
Attn: Maureen Horrigan
P O Box 37250
Louisville, KY 40233

AND

Louisville Metro Finance Department
Risk Management Division
611 West Jefferson Street, Room 22
Louisville, KY 40202

B. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County 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 Consultant.

CONTRACT DATA SHEET

PSC Type (check one): _ New ___x__Renewal _____Addendum

Contractor Information

0. Legal Name of Contractor: *Bon Advertising, Inc., d/b/a Bandy, Carroll, Hellige Advertising*
0. Address: *307 West Muhammad Ali Blvd*
0. City/ State & Zip: *Louisville, KY 40202*
0. Contact Person Name & Telephone Number: *Tim Hellige. 502-589-7711*
0. Revenue Commission Taxpayer ID#: *101920*
0. If registration is not required please explain:
0. Is account in good standing: *YES*
0. Federal Tax ID # (SSN if sole proprietor):

Department Information

0. Requesting Department: *Louisville Zoo*
0. Contact Person Name & Telephone: *Maureen Horrigan, 238-5606*

Contract Information

0. Not to exceed amount: *$450,000*
0. Are expenses reimbursed? *Yes.*
0. If yes list allowable expenses and maximum amount reimbursable: *For media buys and production costs per Scope of Agreement*
0. Beginning and ending date of the contract: *July 1, 2006 – June 30, 2007*
0. Coding: *1101-735-1755-175525-521108 (Advertising)*
0. Scope & Purpose of the contract: *Primary advertising agency for the Louisville Zoo providing pro bono creative and public relations services plus reimbursable commissioned media buys and out-of-pocket production costs.*

Authorizations

County Attorney Review - Approved as to Form:

Department Director: Date: 23 May 06

Signature certifies:

___X__ *Funds are available (pending approval of budget 06-07)*
___X__ *Contractor is registered and in good standing with the Revenue Commission*
___X__ *Human Relations Commission registration requirements have been met (waiting for info)*

Risk Management Division of Finance - Certifies Insurance requirements satisfied: 6-5-06

Cabinet Secretary : Date: 6-6-6
(If applicable)

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 for PSC Contract # _____*(Bon Advertising, Inc. d/b/a Bandy, Carroll, Hellige Advertising)* . 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.

26 May 06 (MH) — 6-6-6

Requesting Department Director — Date

Cabinet Secretary — Date
(When required by cabinets policy)

**Mayor — Date

Signature is required only for Written Finding A

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID DT BANDY-1

DATE (MM/DD/YYYY) 03/24/06

PRODUCER

Robert H. Clarkson Agency, LLC
P.O. Box 70129
Louisville KY 40270
Phone:502-585-3600 Fax:502-585-8819

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

BANDY CARROLL HELLIGE
ADVERTISING INC.
307 W. Muhammad Ali Blvd.
Louisville KY 40202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich Commercial	19305
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PPS43510743	07/01/05	07/01/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ EXCLUDED $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PPS43510743	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	PPS43510743	07/01/05	07/01/06	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND SUCCESSORS ARE ADDED AS AN ADDITIONAL INSURED AS RESPECTS TO LIABILITY FOR OPERATIONS OF THE NAMED INSURED PERFORMED RELATIVE TO THE CONTRACT FOR ZOO ADVERTISING AND PUBLIC RELATIONS.

CERTIFICATE HOLDER

LOUISVI

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

LOUISVILLE KY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bradley C Cook

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Swett & Crawford

Two Wall Street, 10th Floor
New York, NY 10005
Phone: 212-791-9745
Fax: 212-791-9646

May 8, 2006

CONFIRMATION OF COVERAGE BOUND

The coverage outlined below may not conform to the terms and conditions you requested. Please check carefully. Swett & Crawford and its affiliated companies disclaim any responsibility for your failure to reconcile the original submission with coverages bound herein. This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.

Broker: Robert H. Clarkson Insurance Agency
One Riverfront Plaza
P. O. Box 70129
Louisville, KY 40270

INSURED: Bon Advertising, Inc. DBA Bandy Carroll Hellige Advertising
Mailing Address: 307 West Muhammed Ali Boulevard
Louisville, KY 40202

Company: National Casualty Company **Policy No.:** LS772148

Effective Date: 05/07/2006 **Expiration Date:** 05/07/2007

Coverage: Miscellaneous Errors & Omissions Liability - Advertising Agency
Schedule: content of www.bch.com

Policy Form: AAAA Advertising Agency Special Perils Policy (CEOL) - LS 00 17 (5/93) Occurrence Form
Program: American Association of Advertising Agencies.

Defense: Outside the Limits

Limits of Liability:	$	1,000,000	Each Loss/Any One Policy Period
Deductible / SIR:	$	15,000	Each Loss - Coverage Agreements A. 1, 2, 3, 5
		25,000	Each Loss - Coverage Agreements A. 4, 6
		25,000	Each Loss - Errors & Omissions Coverage
Premium/Taxes/Fees:	$	15,003.00	Premium
		1,087.72	KY Surcharge/Tax

TERMS AND CONDITIONS: Per Insurance Company Form including but not limited to:

Cancellation Provisions:

Other Conditions:

Endorsements:

- Streaming Exclusion Endorsement
- Advertising Agency E&O Extension with Exclusion (Limited)
- Additional Insured Endorsement
- Electronic Information Gathering Exclusion
- Unsolicited Communication Exclusion

Swett & Crawford

By: Myra L Quimby
(Authorized Representative)

SKH/jq