

Ohio County Fiscal Court
September 26, 2023 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:
Michael McKenney
Bo Bennett
Jason Bullock
Kenneth Calloway
Larry Morphew

Absent Board Members:
David Johnston

I. Call to Order Judge Executive David Johnston
I.A. Prayer and Pledge to American Flag

II. Approve September 12, 2023 Minutes

Motion Passed: Approved September 12, 2023 Minutes passed with a motion by Kenneth Calloway and a second by Michael McKenney.

5 Yeas - 0 Nays.	
Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

III. Bills, Claims, Payments and Transfers

Motion Passed: Bills, Claims, Payments and Transfers including a late list stand approved as presented passed with a motion by Kenneth Calloway and a second by Michael McKenney.

5 Yeas - 0 Nays.	
Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

IV. Senior Center Van Advertisement

Motion Passed: Approved to advertise for a new van for the Ohio County Senior Center passed with a motion by Kenneth Calloway and a second by Bo Bennett.

5 Yeas - 0 Nays.	
Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

V. Clerk's Receipt of Sheriff's 2022 Oil/Gas Bills

Motion Passed: Acknowledged having received the Clerk's Receipt of Sheriff's 2022 Oil/Gas Bills passed with a motion by Bo Bennett and a second by Michael McKenney.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

VI. Weather Siren Bids

Motion Passed: Approved to accept weather siren bid from Federal Signal Corporation in the amount of \$60,470.80. Two bids were received, however lower bid did not meet requirements for the Federal Grant and did not best serve the needs of the community. Authorize County Treasurer to issue check(s) passed with a motion by Kenneth Calloway and a second by Bo Bennett.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

VII. Weather Siren Repair

Motion Passed: Approved to repair the McHenry Weather Siren. Cost not to exceed \$1,000.00. Authorize County Treasurer to issue check(s) passed with a motion by Bo Bennett and a second by Michael McKenney.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

VIII. Surplus Sheriff Dept Vehicles

Motion Passed: Approve to surplus the following: 1- 2007 Ford Crown Vic Vin#2FAFP71W87X145516 and 1- 2015 Dodge Charger Vin#2C3CDXKT9FH806462 passed with a motion by Larry Morphew and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

IX. OCEDA Loan for Bluegrass Crossings PDI

Motion Passed: Approved for Ohio County Fiscal Court to apply for a \$300,000.00 loan for the electrical Power expansions at bluegrass crossings industrial development park with approval letter of the \$300,000.00 Loan. Authorize County Treasurer to issue the check(s) and authorize the Judge Executive to sign all corresponding documentation passed with a motion by Jason Bullock and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes

David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

X. Resolution 2024-7 ARPA Funds Feeding America

Motion Passed: Approved Resolution 2024-7 ARPA Funds Feeding America passed with a motion by Jason Bullock and a second by Bo Bennett.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Bo Bennett	Yes
Jason Bullock	Yes
David Johnston	Absent
Kenneth Calloway	Yes
Larry Morphew	Yes

XI. Committee Reports


- XII. Magistrate's Comments and Requests
- XII.A. District 1 - Magistrate Michael McKenney
 - XII.B. District 2 - Magistrate Jason Bullock
 - XII.C. District 3 - Magistrate Bo Bennett
 - XII.D. District 4 - Magistrate Kenneth Calloway
 - XII.E. District 5 - Magistrate Larry Morphew

XIII. Citizen's Comments

XIV. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

	<div>Ohio County</div> <div>Fiscal Court Meeting</div> <div>REGULAR</div> <div>Judge Executive - David Johnston</div>				
Michael McKenney	Jason Bullock	Bo Bennett	Kenneth Calloway	Larry Morphew	Justin Keown
Magistrate	Magistrate	Magistrate	Magistrate	Magistrate	County
District 1	District 2	District 3	District 4	District 5	Attorney
<div>Ohio County Fiscal Court Meeting</div> <div>September 26, 2023 5:00pm</div> <div><div>1. Call to Order Prayer and Pledge</div><div>2. Approve September 12, 2023 Minutes</div><div>3. Bills, Claims, Payments and Transfers</div><div>4. Clerk's Receipt of Sheriff's 2022 Oil and Gas Bills</div><div>5. Weather Siren Bids</div><div>6. Drug and Alcohol – Free Workplace Policy</div><div>7. Jody Flener Tourism Presentation</div><div>8. Sheriff's Department Surplus Vehicles</div><div>9. Committee Reports</div><div>10. Magistrates Comments and Requests</div><div>11. Citizen's Comments</div><div>12. Adjournment</div></div>					

62A358 (9-22)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE

**Receipt for Transferring Delinquent
Property Tax Bills
From the Sheriff to the County Clerk**



I, Adam Wright, Sheriff of Ohio County, do
name of sheriff *name of county*
hereby certify that the 2022 delinquent property tax bill lists (Revenue Form 62A359 and 62A362)
have been prepared and the number of outstanding tax bills due is 71.
number of bills
In accordance with KRS 134.122, all delinquent tax bills are hereby transferred to
the Ohio County Clerk as of 9/18/2023.
name of county *date of transfer*

I further certify that the total amount due on the delinquent property tax bills, including all penalties and fees at the time of transfer, is \$ 7672.30 signed and acknowledged this 18 day of September, 2022.
amount of delinquencies

signature of sheriff

Ohio _____ County Sheriff
name of county

I, Bess Ralph, County Clerk of Ohio County, hereby
name of county clerk *name of county*
acknowledge the receipt of _____ delinquent property tax bills for the 2022 tax
number of bills
year. I further acknowledge that the total amount due, including all penalties and fees at the time of
transfer, for these tax bills is \$ 7672.30 as of 9/18/2023.
amount of delinquencies *date of transfer*

Bess J Ralph
signature of county clerk

Ohio _____ County Clerk
name of county

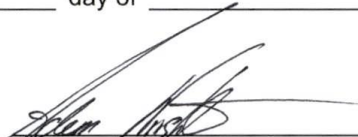
62A358 (9-22)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE

Receipt for Transferring Delinquent
Property Tax Bills
From the Sheriff to the County Clerk



I, Adam Wright, Sheriff of Ohio County, do
name of sheriff name of county
hereby certify that the 20 22 delinquent property tax bill lists (Revenue Form 62A359 and 62A362)
have been prepared and the number of outstanding tax bills due is 4.
number of bills
In accordance with KRS 134.122, all delinquent tax bills are hereby transferred to
the Ohio County Clerk as of 9/18/2023.
name of county date of transfer

I further certify that the total amount due on the delinquent property tax bills, including
all penalties and fees at the time of transfer, is \$ 2953.65 signed and acknowledged
this 18 day of September, 20 22.
amount of delinquencies


signature of sheriff

Ohio County Sheriff
name of county

I, Bess Ralph, County Clerk of Ohio County, hereby
name of county clerk name of county
acknowledge the receipt of delinquent property tax bills for the 20 22 tax
number of bills
year. I further acknowledge that the total amount due, including all penalties and fees at the time of
transfer, for these tax bills is \$ 2953.65 as of 9/18/2023.
amount of delinquencies date of transfer


signature of county clerk

Ohio County Clerk
name of county

OHIO COUNTY FISCAL COURT
130 E. Washington Street
Hartford, KY 42347
(270) 298-4400

ISSUED: September, 6 2023

INVITATION FOR BID: TWO (2) NEW SOLAR POWERED WARNING SIRENS

BIDS SHALL BE ACCEPTED UNTIL: **Tuesday, September 26, @ 4:00 PM LOCAL TIME**, AT WHICH POINT THEY WILL BE OPENED AND PUBLICLY READ AT THE OHIO COUNTY EMERGENCY MANAGEMENT OFFICE.

BID SPECIFICATION CONTACT
Colie Smith
Green River Area Development District
270-926-4433
coliesmith@gradd.com

SITE VISIT CONTACT
Mary Wallace
Ohio County Emergency Management
270-298-4412
emassist@ohiocountyky.gov

[SAMPLE ENVELOPE]

MAIL ONE (1)
COMPLETE COPY
WITH VENDOR
AND BID
INFORMATION AS
SHOWN IN
SAMPLE

Vendor Name	
Vendor Address	
Contact Number	Ohio County Fiscal Court Attn: Emergency Management 130 E. Washington Street, Ste. 200 Hartford, KY 42347
SEALED BID: (Bid Name)	

CONTRACT TERM
AGREEMENT:

Upon Approval of
Ohio County Fiscal
Court

The undersigned certifies that he/she has the authority to bind this company in an agreement/ contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid, the Vendor acknowledges that they have read, understand and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration. This Bid, if accepted, will constitute an Agreement and Contract with the Ohio County Fiscal Court, upon approval by the Ohio County Fiscal Court. Prices are firm during this agreement term, unless agreed upon in writing by the County.

Ohio Valley 2-Way Radio
Company Name

Signature
2035 E. Parrish Avenue
Address
jacob.hall@ovradio.com
E-Mail Address
09 / 26 / 2023
Date

Jacob Hall
Authorized Agent (Print)
Project Engineer
Title
Daviess / KY / 42303
County/State/Zip Code
270-314-1761
Phone Number
270-683-5170
Fax Number

2.0 BID FORM: TWO (2) NEW SOLAR POWERED WARNING SIRENS

THE LUMP SUM PRICING BELOW INCLUDES ALL OVERHEAD, PROFIT, INSURANCE, TAXES, DELIVERY FEES, AND OTHER COSTS NECESSARY TO PROVIDE, INSTALL AND DELIVER ALL SPECIFIED UNITS.

UNIT 1

MAKE Whelan
MODEL Hornet

UNIT 2

MAKE Whelan
MODEL Hornet

TOTAL BID PRICE \$50,803.23

ESTIMATED STARTING DATE 01/03/2024

ESTIMATED COMPLETION DATE 01/10/2024

Any Exceptions to the Bid?* ☐ Yes ☒ No

*IF YES, INCLUDE DOCUMENTATION FOR ANY AND ALL EXCEPTIONS AND WHAT SECTIONS THEY PERTAIN TO.
FAILURE TO PROPERLY RECORD EXCEPTIONS COULD RESULT IN IMMEDIATE REJECTION OF THE BID.

Note: The effective coverage range of a Hornet siren is 400-500 acres

2.1 BID SPECIFICATIONS

- I. **SCOPE:** Ohio County Fiscal Court is seeking a qualified vendor to provide and install two (2) new solar powered warning sirens at the locations detailed in the bid specifications.
- II. **Equipment:** This bid will include installation of the following equipment:
 - a. Two (2) Poles installed at locations denoted in Section 2.1; Subsection IV.
 - b. Two (2) Solar Power Sources
 - c. Two (2) pole mounted outdoor warning sirens providing coverage to a 1.25 mile radius
 - d. Bid should include all shipping, testing, permits, and subcontractor work
- III. **SYSTEM COMPATIBILITY:** All sires must be compatible with Ohio County Emergency Management's current siren control system. The bidder may contact EMA Director Charlie Shields at (270) 298-4412 in order to determine compatibility with the current system.
- IV. **INSTALLATION:** Installation will be at the following locations with the following instructions:
 - a. UNIT 1 SPECIFICATIONS
 - i. Location: Ohio County Park
 - ii. Pole: New pole will be installed. Ground disturbance for installation may not exceed seven (7) feet deep by two (2) feet wide.
 - iii. LAT/LONG: 37.45806, -86.86056
 - b. UNIT 2 SPECIFICATIONS
 - iv. Location: Bluegrass Crossings Industrial Park
 - v. Pole: New pole will be installed. Ground disturbance for installation may not exceed seven (7) feet deep by two (2) feet wide.
 - vi. LAT/LONG: 37.36306, -86.83333
- V. **UNIT EQUIVALENCY CLAUSE:** Any mention of a particular brand or proprietary item is merely to convey the target performance desired by the County. It is not the intention of the specifications within this document to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.
- V. **BID SURETY:** Shall be made payable to the Conty in an amount equal to five per cent (5%) of the total bid price shall be submitted with each bid.

2.2 BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned, Ohio Valley 2 Way Radio, Inc.
as Principal, and Berkley Insurance Company as Surety, are hereby held and firmly bound
unto Ohio County Fiscal Court as owner in the penal sum of five percent (5%) of the total amount bid
or the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns. Signed this 26th day of September, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to Ohio County Fiscal Court
a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
Two (2) New Solar Powered Warning Sirens

Now, THEREFOR,

- (a.) If said Bid shall be rejected, or in the alternate.
- (b.) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of
Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond
for his faithful performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its
bond shall be in no way impaired or affected by any extension of the time within which the Owner may
accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such
of them as are corporations have caused their corporate seals to be hereto affixed and these presents to
be signed by their proper officers, the day and year first set forth above.

Ohio Valley 2 Way Radio, Inc.

By: Kevin Wilk, President

Principal

Berkley Insurance Company

Surety

By: Tammy Masterson
Tammy Masterson, Attorney-in-Fact

SEA'



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-10393a-el

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Tiffany Gobich; Elizabeth Ohl; Sarah Kelsey Becker; Kathrine Krekler; Mark Nelson; Corie Pfister; Randal Noah; Tammy Masterson; Audria Coleman; Nancy Nemec; or Katie Rose of AssuredPartners NL, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of July, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of July, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 26th day of September, 2023.
Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

- 3.00 BID REQUIREMENTS:** This and all other pages/sections are inclusive in the bid specifications and are agreed upon in the Contract Term Agreement as Contractual Provisions.
- 3.01 REQUIRED DOCUMENTS:** Bidders must submit the Contract Term Agreement (Page 1), the Bid Form (Page 2) and Bid Bond (Page 4) from this document. This document is agreed to in full by completion of these three pages. All required bonds, licenses, or certificates of insurance must accompany the participant's bid on submission in addition to any and all documentation requested in the bid specifications. Failure to do so risks immediate rejection of the bid.
- 3.02 DEFINITIONS:**
- I. The term "Owner" means Owner and Ohio County Fiscal Court and its designated representatives.
 - II. The term "Vendor" means Supplier, Contractor, Bidder, Participant and Seller and includes designated representatives.
 - III. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.
- 3.03 KENTUCKY OPEN RECORDS LAW:** At the time a bid or proposal is submitted to the County, the Vendor shall identify any information that is submitted as a part of the bid that is proprietary or confidential in nature and not subject to release for public inspection. The County will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.
- 3.04 NEW GOODS, FRESH STOCK:** Where applicable and unless otherwise specified, all contractors shall provide new commodities, fresh stock, latest model, design, or package.
- 3.05 METHOD OF AWARD:** Contract Award shall be made based on the lowest responsive and responsible Bidder, in accordance with § 200.318(h).
- The County reserves the right to reject any and all bids or parts thereof, and to waive any irregularities in said bids. The right is reserved to award bids based on the best interest and/or what is most advantageous to the County. The County also reserves the right to consider as a part of the bid evaluation the stated warranty, stated delivery schedule and payment terms. Award will be made, according to the opinion of the Ohio County Fiscal Court, to the best evaluated bid in accordance with § 200.318(h).
- 3.06 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**
- I. The Prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
 - II. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
 - III. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.
- 3.07 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.
- 3.08 PRICE:** All prices shall be quoted exclusive of any taxes. The Ohio County Fiscal Court is exempt from Federal Excise Tax and/or Kentucky Sales Tax. Any items supplied directly to the Ohio County Fiscal Court from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales and use tax.
- Note 1:** In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.
- Note 2:** Bidders must provide manufacturer's product literature (if available) and appropriate with the bid submission.
- Note 3:** Prices quoted shall remain firm and open to acceptance by the County for a minimum period of sixty (60) days after bid opening.
- 3.09 SHIPPING CHARGES:** All items quoted shall be "F.O.B. Destination". No additional freight charges will be allowed.

3.10 BID SUBMISSION INFORMATION: Separate sealed bids shall be received by the Ohio County Fiscal Court, 130 E. Washington Street, Ste. 200, Hartford, KY 42347.

SAMPLE ENVELOPE

Vendor Name	
Vendor Address	
Contact Number	Ohio County Fiscal Court Attn: Emergency Management 130 E. Washington Street, Ste. 200 Hartford, KY 42347
SEALED BID: (<i>Bid Name</i>)	

Bids and all required documents including BID BOND must be received by the date and time specified on page 1 of this document. Any bids received after that date and time will not be accepted. Specifications are on file at the Green River Area Development District, 300 GRADD Way, Owensboro, KY 42301, or by calling (270) 926-4433.

3.11 BID OPENINGS: Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

3.12 DELIVERY: Deliveries shall be made in strict accordance with any delivery schedule or instructions contained in the bid specifications and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the Contract Termination clause. If the Contract includes multiple locations for delivery, deliveries are to be made to the locations specified by the County at the time of order.

3.13 INSPECTION, ACCEPTANCE AND APPROVALS: Goods at all times and places, including the period of manufacture, are subject to inspection and test by the County. The County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. The County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from the County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to the County.

3.14 WARRANTY: Unless otherwise agreed to in writing by the parties, the Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by the County. If the items were not ordered to specifications, the Supplier warrants they will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to the County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. The County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at the Supplier's expense. Return to the Supplier of any defective or non-conforming goods and delivery to the County of any corrected or replaced goods shall be at the Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by the County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance, and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

3.15 CHANGE ORDER: The County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the

change, provided, however, the County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

3.16 PAYMENT: Payment will be made to the Supplier within 30 days or less after delivery of goods or services and submission of certified invoices. Price is tax-exempt. Unless further detailed in the bid specifications, or unless the Contract is for multiple purchases over a given period, a single payment will be issued in the amount of the Total Bid Price.

3.17 SELLER'S INVOICES: Invoices shall contain the following information: Bid Number, Purchase Order Number (if supplied), Contract description of goods or services, sizes, quantities, unit prices and extended totals.

3.18 COMPLIANCE WITH APPLICABLE LAWS: Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Kentucky or any other Governmental authority or agency in the manufacture or sale of the goods or services.

3.19 CHOICE OF LAW: This Bid and Contract shall be governed and interpreted according to the laws of the State of Kentucky. Venue for any court action shall be in Ohio County, Kentucky.

3.20 BID DEPOSITS / BONDS: The Bid must be accompanied by Bid Bond made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price.

3.21 PERMITS AND CODES: Unless otherwise set out in the specifications or required by the agencies involved, the Contractor shall make application for, obtain and pay for all licenses and permits necessary for the prosecution of the Work and shall pay for all fees and charges in connection therewith. The Contractor shall be required to comply with all state or municipal ordinances, laws, and/or codes in so far as the same are binding on the Owner.

3.22 CONTRACT TERMINATION:

- I. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County with a thirty (30) day written notice. The Vendor may only terminate the Contract with consent of the County in writing and must give the County a sixty (60) day written notice to request termination of the Contract. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- II. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- III. Default: The County may terminate the whole Contract or any part in either of the following circumstances:
 - A. If Supplier fails to deliver the items required by the contract within the time specified; or
 - B. If Supplier fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms. In the event of termination under subparagraph B, the County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of the County provided in subparagraph B shall be in addition to any other rights provided by law or the Contract.
 - C. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the Supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

3.23 RENEWAL OPTION: If applicable, the County reserves the right to extend the awarded contract for one (1) additional one-year term with the written consent of the awarded Vendor for up to a maximum of four (4) consecutive extensions.

3.24 NON-EXCLUSIVE AGREEMENT: The Contractor shall understand and agree that the Contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar

services or projects from other sources at any time in conjunction with or in replacement of the Contractor's services.

3.25 BUSINESS LICENSE: Where applicable, the Contractor must have a valid business license for the prosecution of work. The Contractor must provide proof of this license to the County either by attachment to bid submission or post award (for applicable Contracts). The Contractor must pay any applicable Occupational Tax / Net Profit Tax resulting from business activity within Ohio County.

3.26 INSURANCE REQUIREMENTS: Where applicable, the Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky or in the state where the Vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Kentucky, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contractor is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies must name the County as an additional insured. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Ohio County, Kentucky and the same shall be incorporated into any Contract agreed to by the parties.

WHERE APPLICABLE, THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE BE PROVIDED WITH EACH BID. THE OHIO COUNTY FISCAL COURT MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

I. Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of this insurance shall not be less than:

- ☐ \$1,000,000 Each Occurrence Limit
- ☐ \$1,000,000 Personal & Advertising Injury Limit
- ☐ \$1,000,000 Products – Completed Operations Aggregate Limit
- ☐ \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations)

II. Workers Compensation Insurance

The Vendor/Contractor or his sub-contractor or contractors shall maintain and keep in force of this Contract such Workers Compensation insurance limits as required by the statutes of the State of Kentucky and Employer's Liability with limits no less than the Kentucky Workers Compensation statutory limits.

III. Professional Liability Insurance

Where applicable, the Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000. Should any work be subcontracted, these limits will also apply.

3.27 ALTERNATE & EQUIVALENT BIDS: It is not the intention of the specifications within this document to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.

3.28 PERFORMANCE & PAYMENT BONDS: Upon award by the County the contractor selected to complete the scope of work set forth in this bid will be required to furnish the following bonds to the County:

- I. A performance bond satisfactory to the County executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the County, in an amount equal to one hundred percent (100%) of the contract price as it may be increased; and
- II. A payment bond satisfactory to the County executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or his subcontractors, for the performance of work provided for the in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the original contract price.

3.29 EQUAL EMPLOYEMENT OPPORTUNITY: During the performance of this contract, the contractor agrees as follows:

- I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- II. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- III. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- IV. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- VI. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3.30 SUSPENSION AND DEBARMENT: This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.31 PROCUREMENT OF RECOVERED MATERIALS: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements;

or At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3.32 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES:

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

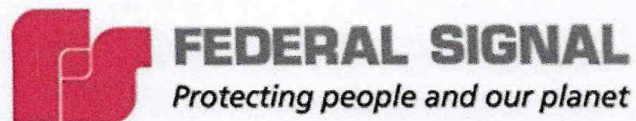
3.33 DOMESTIC PREFERENCES FOR PROCUREMENT: As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3.34 ACCESS TO RECORDS: The Contractor shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both HMGP and non-HMGP shares. These records will be made available to the County, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, Federal Emergency Management Agency, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the project, for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be maintained for five years after project closeout.

3.35 AFFIRMATIVE SOCIOECONOMIC STEPS: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.



OHIO COUNTY FISCAL COURT

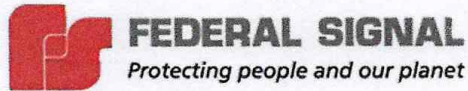
ATTN: EMERGENCY MANAGEMENT
130 E. WASHINGTON STREET, STE. 200
HARTFORD, KY 42347

TWO (2) NEW SOLAR POWERED WARNING SIRENS

Due: September 26, 2023
4:00 p.m.

Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484

Wendy Justice
Federal Signal Mfg. Rep.
317.220.2318
wjjustice@capitolelectronics.com



Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484
www.fedsig.com

September 19, 2023

Ohio County Fiscal Court
130 E Washington Street, Suite 200
Hartford, KY 42347

BID REFERENCE: (2) NEW SOLAR POWERED WARNING SIRENS

Federal Signal Corporation appreciates the opportunity to bid on this project. Our records show we have been doing business within Ohio County since the year 2001 with a total of (13) outdoor warning sirens purchased. We appreciate the many years of business and look forward to many more!

Our proposal includes:

- Quantity (2) Model 2001-130 Electromechanical Outdoor Warning Sirens with DC Siren Control (includes VHF radio receiver for DTMF or Two-Tone activation and battery cabinet) and antenna kit.
 - Battery powered siren with solar panels to charge batteries.
 - Turnkey installation which includes new class II wood pole (If AC power is desired, Ohio County will be responsible for getting power to the pole).
 - Four gel sealed batteries, for optimal use with solar panels.

Electromechanical sirens are mechanical devices that use an electric motor to derive the sound and sound pressure level output. It is the most commonly used siren in the world with over a 100+ year proven record for reliability. It is easy for any competent local electrician to understand and troubleshoot in the event of a failure. Electromechanical sirens have demonstrated a 40 to 50-year life expectancy. There are thousands of Federal Signal electromechanical sirens in service today that are well over 50 years old.

Electronic sirens are essentially a high-powered public-address system with outdoor speakers mounted as a siren head and used as a warning siren. The speakers are "driven" by solid state "high current" amplifiers located in the control cabinet at the bottom of the pole. These types of sirens take an electronics technician to troubleshoot when there is a failure. Electronic parts, by their nature, have a relatively short life span, sometimes only 10 or so years. (Look at the life cycle of computers today). Once parts are no longer available, the siren amplifiers and controls must be replaced. When factored into the overall lifetime cost of the equipment, electronic sirens can easily cost 2-3 times more money than an electromechanical siren.

2645 Federal Signal Drive, University Park, IL 60484 ~ P: 708-534-3400



Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484
www.fedsig.com

Federal Signal designs and manufactures both electronic and electromechanical sirens. Electromechanical sirens have the longest life span and have proven to be the best overall value for communities. It is our belief Ohio County will receive the best value with our 2001-130 Electromechanical Siren System.

Siren Coverage Maps

Enclosed are examples of SureWarn* maps depicting siren coverage at potential siren locations within Ohio County. With the award of the project, additional mapping is included at no charge to assist Ohio County in choosing optimal locations to meet your needs. Upon award of the contract, the exact coordinates will be mapped

* Our engineered acoustic software, SureWarn, uses TigerLine Shape files and GIS data loaded directly from the USGS (U.S. Geological Survey). This provides accurate information on local topography, foliage and other dense structures which could interfere with sound coverage. Using this surrounding data, we then pinpoint an exact siren location via latitude and longitude in decimal degrees. Calculations are made using multiple contours based on decibel output (i.e., 80dB, 70dB, 60dB). For each siren location over 100,000 calculations are performed! The calculations adhere to ANSI S1.26-1995 and ISO9613-2 standards. The calculations are based on siren height and third-party testing parameters of the siren output. Local GIS data is used to calculate the effect of topography as well as meteorological conditions, such as barometric pressure, humidity, temperature, wind speed and daylight incoming solar radiation (sunlight intensity). All of these calculations adhere to FEMA Guideline Curving, producing accurate contour images of sound propagation coverage areas.

About Federal Signal Corporation

Federal Signal has been in business since 1901. We are the trusted name in the industry for outdoor warning sirens. We are pleased to be the manufacturer protecting your county, as well as Louisville, Lexington, Frankfort, Bowling Green and other major counties such as Boone, Kenton, Pendleton, Scott, Bullitt, etc. We also provide warning systems to military bases, nuclear bases, government facilities and other critical, global assets.

What makes Federal Signal the industry leader is our dedication to engineering quality products and designing complete systems from the top down. We design and manufacture software, electronic and hardware components to ensure full-system compatibility and cutting-edge technology. We have over a decade of proven reliability of our sirens.

Federal Signal Corporation, based in University Park, Illinois, is an American manufacturer who designs, engineers, manufactures, and assembles system components. Siren head, control

2645 Federal Signal Drive, University Park, IL 60484 ~ P: 708-534-3400



Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484
www.fedsig.com

boxes, monitoring software, and encoder are all Federal Signal manufactured products. One manufacturer for a full system ensures continuity, reliability, and accountability.

Our experience and expertise are second to none. We are a manufacturer and worldwide supplier of public safety, signaling and communications equipment. We design and manufacture a suite of products and integrated solutions for municipal, government, industrial, and commercial customers under a variety of recognized brand names. \$1.43B net sales in 2022.

Our focus is on providing security and well-being to communities and workplaces and providing mission critical communication solutions for public safety and emergency management personnel throughout the world.

Mission Statement:

- We serve organizations that protect people, property, and the environment.
- We listen to customers and imagine ways to help them address emerging needs.
- We create innovative solutions drawing upon the talent of our employees and a rich portfolio of products and services.
- We deliver superior growth in economic value.

Vision:

- Federal Signal...the leader in advancing security and well-being for communities and workplaces around the world.

Operations:

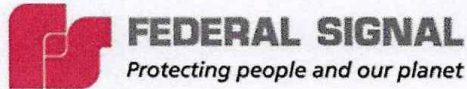
Federal Signal Alert Notification Safety and Security Division designs, engineers, and manufacturers complete siren systems within its own facility, which includes a radio frequency design and test facility; computer, microcontroller and software design and testing; an agency approved Anechoic Chamber and other test laboratories. The facility is ISO 9001:2008 -CERTIFIED BY DET NORSKE VERITAS. QUALITY SYSTEM CERTIFICATE No. CERT-8514-2006-AQ-HOU-ANAB.

The Warning Systems Technical Support Team includes expertise in four major areas:

- Design Engineering
- Application Engineering
- Project Management
- Installation and Field Service

Each engineer holds either a BS or MS in specific fields of Electronics Engineering, Mechanical Engineering, or Computer Science. The average tenure with Federal Signal is over ten years.

2645 Federal Signal Drive, University Park, IL 60484 ~ P: 708-534-3400



Federal Signal Corporation
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University Park, IL 60484
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The specific number of engineers assigned to the Alert Notification Safety and Security group will vary depending upon schedules and developments throughout the year within the entire organization.

We strive to provide the highest quality equipment in the industry. Our goal is to keep your citizens alerted and safe for years to come. If you have any questions regarding the information provided, please feel free to contact us. We are always happy to assist!

Sincerely,

A handwritten signature in black ink that reads 'Wendy Justice'.

Wendy Justice
Manufacturer's Representative
317-220-2318
wjustice@capitolelectronics.com

A handwritten signature in black ink that reads 'Keith Conklin'.

Keith Conklin
Regional Sales Manager
708-285-2611
kconklin@fedsig.com




Enclosures:
Executed Bid Form
Quote FWS091323OHI
Bid Bond
Proof of Insurance
Surewarn Siren Coverage Maps
2001-130 Model Siren Datasheet
Your Trusted Partner Brochure

OHIO COUNTY FISCAL COURT
130 E. Washington Street
Hartford, KY 42347
(270) 298-4400

ISSUED: September, 6 2023

INVITATION FOR BID: TWO (2) NEW SOLAR POWERED WARNING SIRENS

BIDS SHALL BE ACCEPTED UNTIL: **Tuesday, September 26, @ 4:00 PM LOCAL TIME**, AT WHICH POINT THEY WILL BE OPENED AND PUBLICLY READ AT THE OHIO COUNTY EMERGENCY MANAGEMENT OFFICE.

BID SPECIFICATION CONTACT	Colie Smith Green River Area Development District 270-926-4433 coliesmith@gradd.com										
SITE VISIT CONTACT	Mary Wallace Ohio County Emergency Management 270-298-4412 emassist@ohiocountyky.gov										
MAIL ONE (1) COMPLETE COPY WITH VENDOR AND BID INFORMATION AS SHOWN IN SAMPLE	<div>[SAMPLE ENVELOPE]<table><tr><td>Vendor Name</td><td></td></tr><tr><td>Vendor Address</td><td></td></tr><tr><td>Contact Number</td><td>Ohio County Fiscal Court Attn: Emergency Management 130 E. Washington Street, Ste. 200 Hartford, KY 42347</td></tr><tr><td colspan="2">SEALED BID: (Bid Name)</td></tr></table></div>	Vendor Name		Vendor Address		Contact Number	Ohio County Fiscal Court Attn: Emergency Management 130 E. Washington Street, Ste. 200 Hartford, KY 42347	SEALED BID: (Bid Name)			
Vendor Name											
Vendor Address											
Contact Number	Ohio County Fiscal Court Attn: Emergency Management 130 E. Washington Street, Ste. 200 Hartford, KY 42347										
SEALED BID: (Bid Name)											
CONTRACT TERM AGREEMENT: Upon Approval of Ohio County Fiscal Court	<p>The undersigned certifies that he/she has the authority to bind this company in an agreement/ contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid, the Vendor acknowledges that they have read, understand and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration. This Bid, if accepted, will constitute an Agreement and Contract with the Ohio County Fiscal Court, upon approval by the Ohio County Fiscal Court. Prices are firm during this agreement term, unless agreed upon in writing by the County.</p> <table><tr><td>FEDERAL SIGNAL CORPORATION Company Name</td><td>GLENN WAYMAN Authorized Agent (Print)</td></tr><tr><td> Signature</td><td>ISD APPLICATION ENGINEERING MGR. Title</td></tr><tr><td>2645 FEDERAL SIGNAL DRIVE Address</td><td>UNIVERSITY PARK, ILLINOIS 60415 County/State/Zip Code</td></tr><tr><td>KCONKLIN@FEDERALSIGNAL.COM E-Mail Address</td><td>708.285.2611 Phone Number</td></tr><tr><td>09 / 20 /2023 Date</td><td>NONE Fax Number</td></tr></table>	FEDERAL SIGNAL CORPORATION Company Name	GLENN WAYMAN Authorized Agent (Print)	 Signature	ISD APPLICATION ENGINEERING MGR. Title	2645 FEDERAL SIGNAL DRIVE Address	UNIVERSITY PARK, ILLINOIS 60415 County/State/Zip Code	KCONKLIN@FEDERALSIGNAL.COM E-Mail Address	708.285.2611 Phone Number	09 / 20 /2023 Date	NONE Fax Number
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 Signature	ISD APPLICATION ENGINEERING MGR. Title										
2645 FEDERAL SIGNAL DRIVE Address	UNIVERSITY PARK, ILLINOIS 60415 County/State/Zip Code										
KCONKLIN@FEDERALSIGNAL.COM E-Mail Address	708.285.2611 Phone Number										
09 / 20 /2023 Date	NONE Fax Number										

2.0 BID FORM: TWO (2) NEW SOLAR POWERED WARNING SIRENS

THE LUMP SUM PRICING BELOW INCLUDES ALL OVERHEAD, PROFIT, INSURANCE, TAXES, DELIVERY FEES, AND OTHER COSTS NECESSARY TO PROVIDE, INSTALL AND DELIVER ALL SPECIFIED UNITS.

UNIT 1

MAKE Federal Signal Corporation
MODEL 2001-130

UNIT 2

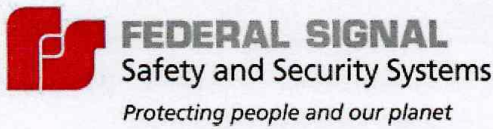
MAKE Federal Signal Corporation
MODEL 2001-130

TOTAL BID PRICE \$60,470.80

ESTIMATED STARTING DATE / / Equipment will ship 6-8 weeks after contract is signed by both parties.
ESTIMATED COMPLETION DATE / / Installation estimated to be completed 6-8 weeks after equipment ships; can vary depending on factors such as weather.

Any Exceptions to the Bid? ☐ Yes ☒ No

*IF YES, INCLUDE DOCUMENTATION FOR ANY AND ALL EXCEPTIONS AND WHAT SECTIONS THEY PERTAIN TO.
FAILURE TO PROPERLY RECORD EXCEPTIONS COULD RESULT IN IMMEDIATE REJECTION OF THE BID.



Quote Number FWS091323OHI
Account Name Ohio County Fiscal Court
Bill To 130 E Washington Street, Suite 200
Hartford, KY 42347
Date 9/13/2023
Quote Expires 10/13/2023

Product	Description	Quantity	Unit Price	Total Price
2001-130	Rotating Electro-mechanical Siren, 130dB(C) +/- 1 dB	2.00	\$8,357.60	\$16,715.20
DCFCBH	DC Siren control, VHF, 150-174 MHz; narrow-band, 1-Way receiver; control cabinet NEMA 4X and battery cabinet, NEMA 3R (Requires (4) deep cycle batteries, sold separately)	2.00	\$5,541.60	\$11,083.20
FS-PL1	Tone coded and digital coded squelch, private line, plug-in board	2.00	\$145.60	\$291.20
PVS240W-48	Solar power option, 48 VDC, DC Controller	2.00	\$3,181.60	\$6,363.20
TK-IO-CUSTINS	Custom installation services (see notes for additional information).	2.00	\$8,080.00	\$16,160.00
TK-IO-CUSTINS-SOLAR	Installation of solar panels.	2.00	\$1,118.00	\$2,236.00
15500007A-03	Battery sealed GEL, size 24, MK, Model 8G24, 73.6AH(c/20)	8.00	\$301.00	\$2,408.00
TK-IO-CUSTINS-STARTUP	Startup and commissioning after power is connected.	2.00	\$1,083.00	\$2,166.00
TK-SD-SYSDSIGN	Freight / Shipping & Handling / Propagation Studies and Pre-Construction Surveying	2.00	\$1,524.00	\$3,048.00

Grand Total \$60,470.80

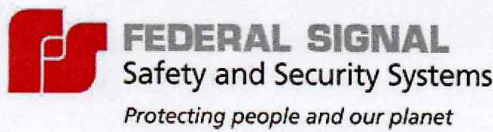


Accepted By

Agreement
Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: _____ Date: _____
Title: _____

Account Name Ohio County Fiscal Court
Quote Number: FWS091323OHI



Proposed By

Manufacturer's
Representative

Address Capitol Electronics
2680 E Main Street, S-1300
Plainfield, IN 46168

Assumptions and Notes

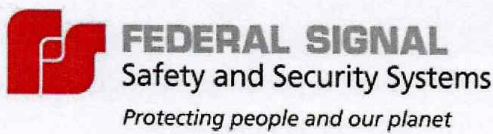
EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:
sales@capitolelectronics.com
F: 317-839-2662

1. Purchase order must be made out to: **Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484;** Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.
2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$425.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.
3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.
4. Delivery, Terms and Services:
- a. Delivery: 6-8 weeks, plus installation
 - b. Freight Terms: FOB University Park, IL (Factory)
 - c. Terms: Equipment: Net 30 Days upon shipment
 - d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - Effective 1-18-2021

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

Account Name Ohio County Fiscal Court
Quote Number: FWS091323OHI



2. **ORDERS; CONTRACT.** All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgement of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. **EFFECTIVE DATE; CANCELLATION.** The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

- Cancellation Schedule – Material:
- 10% - if cancelled more than 2 weeks from the Effective Date;
 - 20% - if cancelled more than 4 weeks from the Effective Date;
 - 40% - if cancelled more than 6 weeks from the Effective Date;
 - 80% - if cancelled more than 8 weeks from the Effective Date.

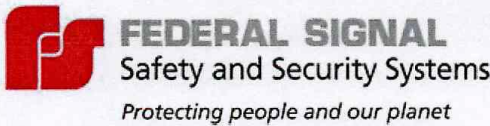
If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

4. **PRICE AND PAYMENT TERMS.** Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately, and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the

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Quote Number: FWS091323OHI



carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

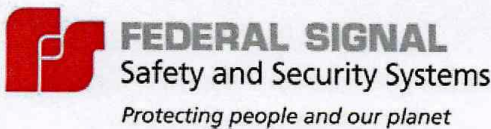
6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer

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assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

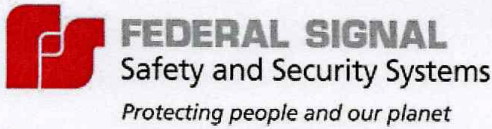
- A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.
- B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights , mask works, source code, object code, patents, patent applications, know-how, computer

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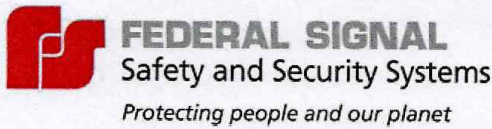


and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:
- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
 - B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
 - C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
 - D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
 - E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
 - F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet unless these services are quoted by Seller.
 - G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted. Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections, or modifications required for the power connection are not included in the installation quote.
 - H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
 - I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.

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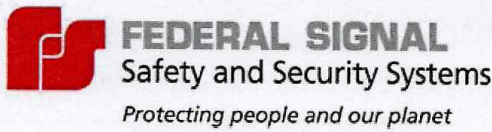
- J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
- K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

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19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
20. NOTICES. All notices and claims in connection with the Contract must be in writing.
21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.
23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

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Quote Number: FWS091323OHI

2.2 BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned, FEDERAL SIGNAL CORPORATION as Principal, and FEDERAL INSURANCE COMPANY as Surety, are hereby held and firmly bound unto OHIO COUNTY FISCAL COURT as owner in the penal sum of Five Percent of Amount Bid (5% of Amount Bid) or the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 18th day of September, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to OHIO COUNTY FISCAL COURT a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Two (2) New Solar Powered Warning Sirens

Now, THEREFOR,

- (a.) If said Bid shall be rejected, or in the alternate.
- (b.) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

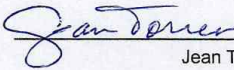
Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

FEDERAL SIGNAL CORPORATION
Principal 
Surety
FEDERAL INSURANCE COMPANY

SEAL

By:  Jean Torres, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Richard Casas, Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L. Hannigan, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, James B. McTaggart, Nicholas Pantazis, Roger Paraison, Tara A. Reimer, Christina L. Sandoval, Bartłomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh, Sandra M. Winsted and Dartonya Wright of Chicago, Illinois -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5th day of May, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 5th day of May 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9/18/2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL SIGNAL CORPORATION

INSURANCE

Federal Signal Insurance Exhibit

Federal Signal Corporation agrees to furnish original certificates of insurance evidencing the required coverage. Below is a current sample exhibit of Federal Signal's general insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATENUMBER(DMYYY)
11/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CONTACT NAME</td> <td style="width: 50%;">FAX</td> </tr> <tr> <td>PHONE (AC) No. Ext: (866) 263-7122</td> <td>FAX (ACS) No.: (800) 363-0105</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	CONTACT NAME	FAX	PHONE (AC) No. Ext: (866) 263-7122	FAX (ACS) No.: (800) 363-0105	E-MAIL ADDRESS:									
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E-MAIL ADDRESS:															
INSURED Federal Signal Corporation 2645 Federal Signal Drive University Park IL 60484 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyd's Syndicate No. 2623</td> <td>AA1128623</td> </tr> <tr> <td>INSURER B: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER C: American Zurich Ins Co</td> <td>40142</td> </tr> <tr> <td>INSURER D: RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER E: berKey National Insurance Company</td> <td>39311</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate No. 2623	AA1128623	INSURER B: Zurich American Ins Co	16535	INSURER C: American Zurich Ins Co	40142	INSURER D: RSUI Indemnity Company	22314	INSURER E: berKey National Insurance Company	39311	INSURER F:	
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INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 570096342668	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
NO.	DESCRIPTION	NO.	NO.	DATE	DATE	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div>		GL0007560501 GL Prefire GL0007560601 GL Products	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prod-Cmp/Op - Ea Occur
	GEN'L AGGREGATE LMT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:					
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY </div>		BAP 0075607-01 AOS	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <div style="margin-left: 20px;"> <input type="checkbox"/> EXCESS LIAB </div>	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB	NHN099895	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE
	DED X RETENTION \$10,000					
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR (PARTNER) / EXECUTIVE OFFICER/EMBER EXCLUDED? (Benevolent in line) If yes, describe under OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WC007560301 AOS WC007560401 Retro	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE-EA EMPLOYEE EL DISEASE-POLICY LMT
A	E&O-MPL-Primary		W3134021001 E&O Technology Liability STR applies per policy terms & conditions	01/01/2022	03/01/2023	Each Claim Policy Aggregate

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

CERTIFICATE HOLDER	CANCELLATION
Federal signal Corp SSG PO Box 200217 Dallas TX 75320 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>

FEDERAL SIGNAL CORPORATION

Insurance Exhibit Continued

ACORD®

AGENCY CUSTOMER ID: 10224264
LOC #:

Page _ of _

AGENCY
Aon Risk Services Central, Inc.

NAMED INSURED
Federal Signal Corporation

POLICY NUMBER
See Certificate Number: 570096342668

CARRIER
See Certificate Number: 570096342668

NAIC CODE

EFFECTIVE DATE:

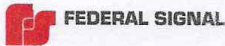
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER		
INSURER		
INSURER		
INSURER		

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				CEN0960001710 Excess of \$2mm	11/01/2022	11/01/2023	Aggregate	\$8,000,000
							Each Occurrence	\$8,000,000
	WORKERS COMPENSATION							
B		N/A		EW5007560801 XS WC OH SIR applies per policy terms & conditions	11/01/2022	11/01/2023		





FEDERAL SIGNAL

Safety and Security Systems

Protecting people and our planet





70dB (FEMA Guideline)

80dB

Model 2001 Siren on Standard Pole Mount

(**GREEN** Circle: 1.21 Mile Radius – 4.62 Square Miles)

Ohio County Industrial Park 37.369, -86.834

Federal Signal's own Sure Warn Sound Propagation Maps utilize TigerLine Shape files and GIS Terrain mapping from the U.S. Geological Survey to provide Acoustical Survey Studies. Siren Output Tested by Independent Laboratories and adhere to FEMA Guidelines. This is an estimate of projected coverage area.



Copyright Federal Signal Corporation 2021

RESOLUTION FOR AMERICAN RESCUE PLAN ACT

RESOLUTION #2024- 7
COUNTY OF OHIO

ADOPTION OF A RESOLUTION OF THE OHIO COUNTY FISCAL COURT DESIGNATING THE AMERICAN RESCUE PLAN ACT FUND BE USED AS FOLLOWS:

WHEREAS, Ohio County ("County") desires to use The American Rescue Plan Act Funds on behalf of the residents of Ohio County; and

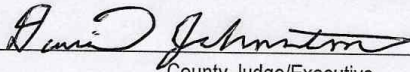
WHEREAS, it is recognized that American Rescue Plan Act funds available to the County, pursuant to the Interim Final Rule 31 CFR Part 35 RIN 1505-AC77 is to be used following all guidelines:

NOW, THEREFORE, be it resolved this 26 day of Sept, 20 23, by OHIO County Fiscal Court:

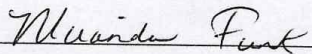
That the following listed uses will be applied to the AMERICAN RESCUE PLAN ACT FUNDS:

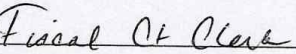
Feeding America (Backpack Program)	\$17,072
------------------------------------	----------

Done this 26 day of September 2023. Motion by Jason Bullock and seconded by Bo Bennett, members present voting unanimously in favor.

By: 
County Judge/Executive

ATTEST:

By: 

Its: 

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