

**CITY OF PIKEVILLE
RIVERFILL STORMWATER IMPROVEMENT**

ADVERTISEMENT FOR BIDS

City of Pikeville
Owner

243 Main Street
Address

Pikeville, Ky 41501

Separate sealed Bids for the construction of

Riverill Stormwater Improvements

will be received by _____ City of Pikeville Attn: City Clerk

at the _____ Pikeville City Hall, 243 Main Street, Pikeville, KY 41501

until 10:00 a.m. (Local Time) on November 10, 2016. Bids received shall be publicly opened and read aloud in the meeting room of City Hall immediately after the close of the bid period.

This project includes demolition of a concrete drainage channel and installation of approximately 750 linear feet of 24 inch reinforced concrete pipe.

The Contract Documents may be examined at the following locations:

Pikeville City Hall, 243 Main Street, Pikeville, Kentucky 41501

Federal wage and hour provisions DO NOT apply to this project. State wage and hour provisions MAY apply to this project. If the contractor's bid exceeds the \$250,000, state wage and hour provisions are applicable.

A Pre-Bid Conference will not be conducted for this project.

The City of Pikeville reserves the right to reject any and all bids.

Date

Donovan Blackburn, City Manager

**CITY OF PIKEVILLE
RIVERFILL STORMWATER IMPROVEMENTS**

INSTRUCTIONS TO BIDDERS

NOTE TO BIDDERS: Bid submission does not constitute an agreement or a contract with the City of Pikeville.

ALTERNATE BIDS: It is not the intention of the specifications contained herewith to eliminate any bidder; however, quoted items must equal or exceed stated specifications.

ADDITIONAL INFORMATION: While not necessary, the proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist the City of Pikeville in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required to be submitted with the proposal.

At the time of submission, each bidder will be presumed to have inspected the site, if necessary, and to have read the scope and to be thoroughly familiar with the project plans and contract documents (including any and all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation with respect to this bid.

All bids and any additional submitted information becomes the property of the City of Pikeville and will not be returned to the bidder.

BID SUBMISSION: All pages of the original bid shall be signed. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

The bidder must submit one original signed hardcopy. The bid must be sealed in a container with the project name, the bidder's name and the opening date clearly marked on the outside of the envelope. The bid shall be addressed and delivered to Christy Billiter – City Clerk, 243 Main Street, Pikeville, KY 41501 prior to the bid opening scheduled for November 10, 2016 at 10:00 a.m. EDT.

ANY BIDS NOT RECEIVED PRIOR TO THE SCHEDULED OPENING DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED.

FAILURE TO SUBMIT REQUIRED DOCUMENTATION: Failure to submit ALL forms and information required may be grounds for disqualification.

LIABILITY: The City of Pikeville is not liable for any expenses incurred in connection with the preparation of bids.

KENTUCKY OPEN RECORDS LAW: At the time a bid is submitted to the City, bidder shall identify any information that is submitted as part of the bid that is proprietary or confidential in nature and not subject to release for public inspection. The City of Pikeville will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

NEW GOODS, FRESH STOCK: Unless otherwise specifically stated, all Contractors will provide new commodities, fresh stock, latest model, design, or package.

COMPLIANCE WITH LAWS AND REGULATIONS: Each bidder shall comply with all Federal, State, and Local regulations concerning this type of service.

METHOD OF AWARD: Award will be made to the lowest responsive (compliance with specifications) and responsible bidder meeting specifications. The City of Pikeville reserves the right to consider as a part of the bid evaluation the stated warranty, stated delivery schedule, service, features, upgrades, and payment terms.

The City of Pikeville reserves the right to reject any and all bids, to award any bid in whole or in part, and/or to waive any irregularities or minor immaterial defects in any and all bids. The right is also reserved to award bids based on the best interest and/or most advantageous to the City. The City of Pikeville may also consider any alternative bid that meets its basic needs.

PRE-BID MEETING: A pre-bid meeting will not be held for this project.

PRICING: All prices shall be quoted exclusive of any taxes. The City of Pikeville is exempt from Federal excise, transportation, and/or Kentucky sales tax. Any items supplied directly to the City 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 tax.

Bids shall remain firm and open to acceptance by the City of Pikeville for a minimum period of sixty (60) days after the bid opening. If the time period has expired, the City of Pikeville could request a letter from bidders asking to extend the time period.

DELIVERY SCHEDULE: The contractor is expected to fulfill the delivery as specified in the Construction Agreement.

DEFAULT; TERMINATION OF CONTRACT: In the event that any of the provisions of this Contract are violated by the bidder such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the bidder of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the bidder, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

SAFETY: The successful bidder must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Pikeville, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when vendor demonstrates to the satisfaction of the City that conditions are without risk.

INSURANCE REQUIREMENTS: The successful bidder covenants and agrees to the insurance requirements documented in the City of Pikeville's Construction Agreement included within the contract documents.

BONDING REQUIREMENTS: Bid, performance, and payment bonds are not required for this project. However, the final payment will not be released without assurance that all sub-contractors and material suppliers providing labor or materials to perform the contract are paid and submittal, to the City Engineer, of a Contractor's Release of Liens and an Affidavit of Release of Liens obtained by the Contractor from all sub-contractors and material suppliers providing labor or materials to perform the contract unless the Contractor has posted a Payment bond and Performance bond. In-lieu of an executed Affidavit of Release of Liens, the Contractor may submit paid receipts as proof of payment if the receipt is sufficient to verify that all labor and/or materials used to complete the contract have been paid.

In the event that the Contractor has posted a Payment bond and Performance bond, the contractor only needs to submit a Contractor's Release of Liens verifying that all of the sub-contractors and material suppliers providing labor or material to perform the contract and certifying that each have been paid in full.

HOLD HARMLESS AGREEMENT: The bidder covenants to save, defend, keep harmless, and indemnify the City of Pikeville and all of its officers, department, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the bidder's negligent performance or non-performance of the terms of the contract.

CONTRACTOR STATUS: Bidder understands and agrees that its employees, agents, and/or sub-bidders are not employees of City of Pikeville for any purpose whatsoever.

BIDDER'S QUALIFICATIONS: Contractor must demonstrate to the satisfaction of the City of Pikeville that he/she has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any bidder who, in the opinion of the City, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful bidder must comply with the City of Pikeville ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular bid package.

"OR EQUAL" CLAUSE: Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Each request for such interpretation should be in writing addressed to Christy Billiter – City Clerk, 243 Main Street, Pikeville, KY 41501 or by e-mail to christy.billiter@pikevilleky.gov and to be given consideration must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to prospective bidders and posted to the City's website: www.pikevilleky.gov. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

WARRANTY: Bidder warrants said goods and services for a period of one (1) year after installation and warrants that such goods and services shall meet all City and State specifications.

SCOPE OF WORK

Bids will include equipment, labor, and a portion of the materials to complete the scope of work. The City of Pikeville will award the contract on a lump sum basis to the lowest and best qualified bidder.

1. Project site clean-up is the responsibility of the Contractor.
2. All materials and installation thereof by the Contractor must be in accordance with the plans, details, and specifications.
3. The selected bidder shall obtain all permits and licenses needed to complete the work.
4. The contractor will remove the concrete drainage channel as identified on the attached Exhibit. It is the contractor's responsibility to dispose of the materials.
5. It is the responsibility of the contractor to coordinate with all utilities. The utility pole adjacent to the drain box should be removed or relocated.
6. As identified on the attached Exhibit, the contractor will remove the existing drain box, install a manhole with a poured concrete bottom, and re-install the existing drain box or a similar structure.
7. The drain extending under the baseball field must be re-connected to the new manhole.
8. The contractor will connect a 24 inch reinforced concrete pipe to the existing drains (invert approximately 666 feet) and extend the pipe, at a 1% grade, to a manhole to be installed as indicated on the attached Exhibit.
9. There are multiple drains from properties adjacent to the channel that must be connected to the reinforced concrete pipe.
10. A second 24" reinforced concrete pipe should be extended from the manhole, at a 0.5% grade, to the vegetated drainage channel. Install a headwall at the outlet of the reinforced concrete pipe. If necessary to establish sufficient vegetation below the outlet, seed the area and cover with an Erosion Control Mat. The invert of the outlet of the pipe should be at approximately 660.5 feet. Refer to the attached Exhibit for the approximate location of the pipe, headwall, and stone.
11. One concrete driveway will need to be reconnected to the existing parking lot following drain installation.
12. All trenches are to be lined with stone, backfilled, and seeded/strawed. To prepare the area for future paving, backfilling is to follow Method "C" in the attached technical specifications
13. Any asphalt removed from the parking area adjacent to the existing drain box will be replaced by the City of Pikeville.
14. Any University of Pikeville facilities impacted by the project will be replaced to their pre-impact condition following installation of the reinforced concrete pipe.

TECHNICAL SPECIFICATIONS

Section 1 – General Provisions

Identification of Parties

OWNER:	City of Pikeville
ENGINEER:	Registered professional engineer designated by OWNER to provide design, construction inspection, and certification services.
CONTRACTOR:	The entity(s) responsible under contract to OWNER to furnish labor, equipment, etc. to complete the work specified herein.

Testing

The cost of all testing shall be borne by the CONTRACTOR unless directed otherwise.

Installation Requirements

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers unless otherwise specified herein.

Dust and Litter Control

During the progress of the Work, Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

Clean Up

Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work, Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

Repair of Damage

Any damage done to structures, fill, roadways, or other areas shall be repaired at the CONTRACTOR's expense before final payment is made.

Section 2 – Quality Control

Manufacturer's Directions

Manufactured articles, materials, and equipment are to be utilized as directed by manufacturers unless herein specified differently. A discrepancy between an installation required by Contract Documents and manufacturer's instructions and recommendations shall be resolved by Engineer before work may proceed.

Testing

All testing will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

Section 3 – Pipe Installation

Pipe Bedding

Pipe bedding stone will be durable crushed limestone meeting the requirements of Section 805 of the current edition of the Kentucky Department of Highways publication, "Standard Specifications for Road and Bridge Construction."

In all cases, the foundation for pipes shall be prepared so that the entire load of the backfill on top of the pipe will be carried on the barrel of the pipe and insofar as possible where bell and spigot pipe are involved so that none of the load will be carried on the bells.

Where undercutting and granular bedding are involved, the depth at the bottom of the bells of the pipe will be at least four inches above the bottom of the trench as excavated.

Supporting of pipe shall be as set out hereinbefore, and in no case shall the supporting of pipe on blocks be permitted.

Earth Foundation – All pipe shall be laid on a six inch bed of granular material to provide continuous support for the lower section of the pipe. Granular bedding shall be #9 crushed stone. Granular bedding shall be mechanically compacted prior to pipe placement.

Rock Foundation – If the trench bottom is in rock, the excavation shall be undercut to a minimum depth of six inches below the bottom of the pipe. The pipe shall be laid on a bed of granular material to provide continuous support for the lower section of the pipe. Granular bedding shall be #9 crush stone. Granular bedding shall be mechanically compacted prior to pipe placement.

Trench Excavation

Unless specifically directed otherwise by the Engineer, not more than 500 feet of trench shall be opened ahead of the pipe laying work of any crew and not more than 500 feet of open ditch shall be left behind the pipe laying work of any one crew.

All backfilled ditches shall be maintained in such manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and property owners abutting shall be taken in to consideration. All public or private drives shall be taken into consideration and shall be promptly backfilled or bridged. Excavated materials shall be disposed of so as to cause the least interference.

Trenches in which pipes are to be laid shall be excavated in open cut to the depths necessary to place bedding material, lay the pipe, and backfill to the required depth. The minimum allowable trench width shall not be less than the outside diameter of the pipe plus 8 inches. Where rock is encountered, it shall be removed to a minimum depth of six inches below the pipe bells.

Unless specifically authorized by the Engineer, trenches shall in no case be excavated or permitted to become wider than two feet six inches plus the nominal diameter of the pipe at the level of or below the top of the pipe. If the trench becomes wider, special precautions may be necessary, such as providing

compacted granular fill up to the top of the pipe or providing pipe with additional crushing strength as determined by the Engineer. This determination shall take into account the actual trench loads that may result and the strength of the pipe being used.

All excavated materials shall be placed a minimum of two feet back from the edge of the trench.

Where conditions exist that may be conducive to slides or cave-ins, proper and adequate sheeting, shoring, and bracing shall be installed to provide safe working conditions and to prevent damage of work.

Obstructions

In cases where storm sewers, gas lines, water lines, telephone lines, and other utilities, or other underground structures are encountered, they shall not be displaced unless necessary, in which case they shall be replaced in as good as condition as found as quickly as possible. The Contractor will notify the utility companies 48 hours prior to excavation adjacent to their facilities.

Blasting

Blasting operations are prohibited for this project.

Laying Pipe

All pipe shall be laid with ends abutting and true to line and grade as shown on the plans or described in the scope of work. Supporting of pipe shall be as specified under "Pipe Bedding" hereinbefore and in no case will the supporting of pipe on blocks be permitted.

All open ends of pipes and of branches will be sealed and or plugged.

Before each piece of pipe is lowered in to the trench, it shall be thoroughly inspected to insure its being clean. Any piece of pipe or fitting which is known to be defective shall not be laid or placed in the lines. Any defective pipe or fitting discovered after the pipe is laid shall be removed and replaced with a satisfactory pipe or filling. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.

Granular bedding material as specified hereinbefore shall be used to correct irregularities in the earth trench subgrade.

No backfilling (except for securing pipe in place) over pipe will be allowed until the Engineer, or his representative, has made an inspection of the joints, alignment, and grade in the laid section, but such inspection shall not relieve the Contractor of further liability in case of defective joints, misalignment caused by backfilling and other such deficiencies that are noted later.

Joining pipe

The pipe joints described shall be installed in accordance with the manufacturer's recommendations.

Backfilling Pipeline Trenches

All backfilling shall be accomplished in accordance with the details of this section and the project plans. Any variances must be approved in writing by the Engineer.

Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to the level of the surrounding terrain. The Contractor shall also remove from roadways, rights of way, and/or private property all excess earth or other materials resulting from construction.

In all cases, walking or working on the completed pipelines except as may be necessary in tamping or backfilling will not be permitting until the trench has been backfilled to one foot above the top of the pipe. The filling of the trench and the tamping of the backfill shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipeline will not be disturbed or injurious side pressures do not occur.

Method "A" Backfilling in Open Terrain – Backfilling of pipeline trenches in open terrain shall be accomplished in the following manner:

In all cases the lower portion of the trench from the pipe bedding to the centerline of the pipe shall be backfilled with #9 crushed stone. This stone shall be carefully and thoroughly compacted.

The portion of the trench from the centerline of the pipe to a point 6 inches above the pipe shall be backfilled in six inch lifts with #9 crushed stone. Each lift shall be hand tamped taking care not to damage the pipe.

The portion of the trench from a point 6 inches above the top of the pipe to the ground surface shall be backfilled in 6 inch lifts with material which is free from $\frac{3}{4}$ inch or larger rock. Incorporation of rock having a volume exceeding one-half cubic foot is prohibited. The backfill shall be mechanically tamped in 6 inch lifts to 95% of standard Proctor Density (ASTM D-698).

Method "B" Backfilling Under Graveled Areas – Backfilling of pipeline trenches under existing and proposed graveled parking lots, driveways, etc. shall be accomplished in the following manner:

The pipe bedding and haunching shall be placed and compacted as described above. The lower portion of the trench from the pipe centerline to a point 6 inches above the pipe shall be backfilled and lightly tamped with #9 crushed stone as described above. The portion of the trench from a point 6 inches above the pipe to a point 6 inches below the ground surface shall then be backfilled with available material in 6 inch lifts. Each lift shall be compacted to 100% of Standard Proctor Density (ASTM D-698) at a moisture content within two percent of optimum. The final 6 inches of the trench backfill shall be thoroughly compacted dense graded aggregate.

Method "C" Backfilling Under Paved Areas – Backfilling of pipeline trenches under existing and proposed sidewalks, streets, proposed streets, and driveways shall be accomplished in the following manner:

The pipe bedding and haunching shall be placed and compacted as described above. The lower portion of the trench from the pipe centerline to a point 6 inches above the pipe shall be backfilled and lightly tamped with #9 crushed stone as described above. The portion of the trench from a point 6 inches above the pipe to a point 6 inches below the ground surface shall then be backfilled with #9 crushed stone in 6 inch lifts. Each lift shall be compacted to 100% of Standard Proctor Density (ASTM D-698) at a moisture content within two percent of optimum.

The upper portion of the trench from a point 6 inches below the bottom of the existing or proposed pavement or concrete sub-slab may be backfilled with a base course of dense graded aggregate which shall be maintained flush with the pavement surface for at least 30 days prior to placement of final surface. The excess dense graded aggregate will be removed concurrently with the placement of the final pavement surface.

Settlement of Trenches

Where pipelines are in or across driveways and streets, the Contractor shall be responsible for any trench settlement that occurs within these rights of way within one year from the time of final acceptance of the work. If paving will require replacement of trench settlement within this time, it will be replaced by the Contractor. Repair of settlement damage shall meet the approval of the City of Pikeville.

Section 4 – Silt Control Structures

Materials

Silt control bales shall consist of either straw or hay bales. All bales are to be firmly bound by twine and are to be installed using wooden stakes or steel bars.

Silt Fence filter fabric shall be specifically designed for this purpose by the manufacturer and shall have a permeability of 0.02 to 0.03 cm/sec. Silt fence posts shall be either timber stakes or pressed steel stakes set plumb and to sufficient depth to provide a sound anchor for supporting filter fabric.

Installation

Silt Control Bales: The location and configuration of this type of silt control is subject to individual site conditions. Installation should ensure stable and durable usage.

Silt Fences: Silt fences shall be supported with vertical wooden posts which are protected by a means of a metal cap or other device to prevent damage when driving the posts in the ground with hammers.

Maintenance

During the course of the project, silt control structures shall be maintained in sound condition, and accumulations of silt that may threaten effectiveness of the structures must be removed. Silt removed from the structures shall be spread in the general vicinity of the structure except when this practice may be detrimental to the project or the environment.

Section 5 – Seeding

Scope

All bare areas and all areas disturbed by construction within the project limits must be properly reseeded following construction activities.

Success and Maintenance

All seeded areas shall have 90% vegetative cover of lawn grasses, free of noxious weeds, at the end of the first growing season. Additionally, no individual area of bare ground, where seeding has been unsuccessful, shall exceed one square yard in surface area. CONTRACTOR is responsible for the full expense of corrective seeding necessary to meet these performance standards. OWNER will not incur any expense for remedial seeding.

**CITY OF PIKEVILLE
RIVERFILL STORMWATER IMPROVEMENTS**

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Christy Billiter
City Clerk
City of Pikeville
243 Main St.
Pikeville, KY 41501*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. If applicable, Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), and (2) reports and drawings of Hazardous Environmental Conditions.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s): _____
 (\$_____).

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. None

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (Gen. Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in Kentucky is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____. (If applicable)

CONSTRUCTION AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2016 by and between the CITY OF PIKEVILLE (“Owner”) of 243 Main Street, Pikeville KY 41501 and _____ (“Contractor”) of _____, Owner and Contractor, in consideration of the fulfillment of the terms and conditions contained herein to be observed and followed by the parties do hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Bid Documents and other documents described in Article 9 below and are hereafter collectively referred to as contract documents. The Work is generally described as follows:

Riverfill Stormwater Improvements

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the contract documents may be the whole or only a part is generally described as follows:

Riverfill Stormwater Improvements

ARTICLE 3 – ENGINEER

3.01 The City Engineer, Philip R. Elswick, P.E., assume all duties and responsibilities, and has the rights and authority as Engineer in connection with the completion of the Work in accordance with the Contract.

ARTICLE 4 – CONTRACT TIME

4.01 Time of the Essence

A. All time limits completion and readiness as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **45 days** after the date when the Contract Time commence. The contract time may only be changed by a change order. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is timely made. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing

other work as contemplated by fires, floods, epidemics, abnormal weather conditions, or acts of God.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$200.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$200.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 6.01.A below.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Owner will pay contractor for the work performed here under the total sum of _____ (\$ _____).

6.02 Final Payment

Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Owner shall pay Contractor the remainder of the Contract Price as recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages. The final payment will not be released without assurance that all sub-contractors and material suppliers providing labor or materials to perform the contract are paid and submittal, to the City Engineer, of a Contractor's Release of Liens and an Affidavit of Release of Liens obtained by the Contractor from all sub-contractors and material suppliers providing labor or materials to perform the

contract unless the Contractor has posted a Payment bond and Performance bond. In-lieu of an executed Affidavit of Release of Liens, the successful bidder may submit paid receipts as proof of payment if the receipt is sufficient to verify that all labor and/or materials used to complete the contract have been paid.

In the event that the Contractor has posted a Payment bond and Performance bond, the contractor only needs to submit a Contractor's Release of Liens verifying that all of the sub-contractors and material suppliers providing labor or material to perform the contract and certifying that each have been paid in full.

ARTICLE 7 –INTEREST

NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.
 5. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

6. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 10, inclusive).
 2. Bid Form
 3. Scope of Work & Technical Specifications
 4. Payment and Performance bonds (if applicable).

The Contract Documents may only be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by either a Field Order, Engineer's approval of a Shop Drawing or Sample, or Engineer's written interpretation or clarification.

ARTICLE 10

10.01 Miscellaneous Terms

1. To the fullest extent permitted by Laws, Contractor shall indemnify, hold harmless and defend (regardless of whether contractor has complied with the insurance provisions herein) Owner and Engineer, and the officers, directors,

partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them maybe liable.

2. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed pursuant to this agreement and in the amount set forth in Exhibit A which will provide protection from claims set forth below which may arise out a result from the work being performed under the contract document, whether is to be performed by the contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone whose acts any of them may be liable:
 - a. claims under workers compensation, disability benefits and other similar employee benefit acts and the statutory amount required by the Commonwealth of Kentucky;
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of contractor's employees and the statutory amount required by the Commonwealth of Kentucky;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person;
 - d. claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - e. claims for damages because of bodily injury or death of persons or property damage arising out of the ownership, maintenance or use of any motor vehicle.
3. The policies of insurance required by this Paragraph shall:
 - a. With respect to insurance required by Paragraphs 10.01 A. inclusive, include as additional insureds (subject to any customary exclusion

regarding professional liability) Owner who shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

- b. Include at least the specific coverages and be written for not less than the limits of liability provided in Exhibit A or required by Laws or Regulations, whichever is greater;
- c. include completed operations insurance;
- d. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor.
- e. Remain in effect at least until final payment and at all times thereafter when contractor may be correcting or removing defective work.
- f. Contractor shall purchase and maintain property insurance upon the work at the site in an amount of the full replacement cost thereof (contractor shall be responsible for any deductible or self-insured retention). This insurance shall include the interests of owner, contractor and subcontractors.

4. Supervision and Superintendence

- a. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- b. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

5. Services, Materials, and Equipment
 - a. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
 - b. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
 - c. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
6. Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.
7. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
8. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to

original condition all property not designated for alteration by the Contract Documents.

9. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
10. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer.

10.02 Assignment of Contract

1. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

1. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

1. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor.

OWNER:

CONTRACTOR

City of Pikeville

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

243 Main Street

Pikeville, KY 41501

EXHIBIT A

The limits of liability for insurance required by Article 10 shall provide coverage for not less than the following amount or greater where required by Laws and Regulations.

1. Workers' Compensation and related coverages:
 - a. State: Statutory
 - b. Applicable Federal Statutory
 - c. Employer's Liability \$500,000
2. Contractor's General Liability shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:
 - a. General Aggregate \$2,000,000
 - b. Products – Complete Operations Aggregate \$1,000,000
 - c. Each Occurrence (Bodily injury and property damage) \$1,000,000
 - d. Excess or Umbrella Liability
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$2,000,000
3. Automobile Liability
 - a. Bodily Injury
 - i. Each person \$1,000,000
 - ii. Each Accident \$2,000,000
 - b. Property Damage
 - i. Each Accident \$1,000,000
 - c. Combined Single Limit of \$1,000,000
4. Owner and Engineer to be endorsed and included on policies as additional insureds with the coverage being primary.

