

**CITY OF PIKEVILLE
CURB/SIDEWALK REPAIR & RECONSTRUCTION**

ADVERTISEMENT FOR BIDS

City of Pikeville
Owner

243 Main Street
Address

Pikeville, Ky 41501

Separate sealed Bids for the construction of

Curb/Sidewalk Repair & Reconstruction

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

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

until 2:00 p.m. (Local Time) on September 22, 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 construction and reconstruction of curbs, sidewalks, and other concrete pavements.

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.

Date

Donovan Blackburn, City Manager

**CITY OF PIKEVILLE
CURB/SIDEWALK REPAIR & RECONSTRUCTION**

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 Hardcopy 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 Elizabeth Thompson – City Clerk, 243 Main Street, Pikeville, KY 41501 prior to the bid opening scheduled for September 22, 2016 at 2:00 p.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.

Unit pricing shall be provided on the Bid Form. Pricing shall include typical considerations for utility and other infrastructure within the scope of work. Items typically encountered included but are not limited to light poles, tree wells, manholes, sign posts, utility boxes, etc.

BILLING AND PAYMENT: The successful bidder will submit individual invoices for each Work Order.

DELIVERY SCHEDULE: A Work Order will be issued for each project. Work will be substantially completed within 45 days of the date of the Work Order. If the Contractor fails to be substantially complete with a work order within this time without an approved extension, the City of Pikeville may retain the compensation otherwise to be paid to the Contractor the amount of two hundred dollars (\$200) per consecutive calendar day that the Contractor shall be in default of substantial completion.

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, payment, and performance bonds are NOT required for this project.

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 Elizabeth Thompson – City Clerk, 243 Main Street, Pikeville, KY 41501 or by e-mail to Elizabeth.thompson@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.

SPECIFICATIONS

PART I – GENERAL

This specification governs the furnishing of all labor, equipment, tools, material, and the performance of all work necessary to repair or reconstruct curbs, sidewalks, and other concrete pavements.

All new construction must comply with the Americans with Disabilities Act.

PART II – MATERIALS

Class A Concrete Mix Design (Air Entrained)

Cement	564 lbs/cy
Approximate Percent Fine to Total Aggregate – Gravel	36%
Approximate Percent Fine to Total Aggregate – Stone	40%
Water/Cement Ratio	0.49
Air Content	6% ± 2%
28 Day Compressive Strength	3,500 psi
Minimum Slump	2 inches
Maximum Slump	4 inches

Steel reinforcement will be provided for concrete pavements in driveways. For commercial entrances, 8 inch concrete will be used with Number 5 rebar, 2 feet 6 inches long, on 20 inch centers both directions and placed a minimum of 1 foot 8 inches from any transverse joint. For residential entrances, 6 inch concrete will be used with Number 5 rebar, 2 feet 6 inches long, on 20 inch centers both directions and placed a minimum of 1 foot 8 inches from any transverse joint.

Reinforcement will not be required for other sidewalk and curb repairs.

PART III – EXECUTION

Demolition

Contractor shall remove to the nearest contraction or expansion joint and legally dispose of all materials to be replaced. Contractor shall be liable for any damage to public or private property.

Subgrade

Construct sidewalks, curbs, and other concrete pavements on a prepared, compacted, smooth subgrade of uniform density by trenching or filling to the required elevation. Large boulders and ledge rock found in the subgrade should be removed to a minimum depth of 6 inches below the finished subgrade elevation, and the space should be backfilled with a material that the City Engineer approves and thoroughly compacted. The subgrade is to be moistened immediately before placing concrete.

Reinforcement

Reinforcement shall be positioned accurately and secured against any movement during concrete placement with appropriate wire ties or clips. The reinforcement shall be supported by suitable metal supports.

Placing and Finishing Sidewalks and Driveways

Concrete is to be placed in a single lift. Screed concrete to finish grade and trowel to a smooth surface. Finish edges of slab, expansion joints, and contraction joints with an edging tool having a radius of one-quarter inch. Before the final set, stroke the surface with a soft broom to produce a non-slip surface.

Placing and Finishing Curbs

Concrete is to be placed in a single lift. Concrete shall not be allowed to extrude below the forms to cause an irregular alignment of the abutting street pavement. After placing and initial strike-off, the curb shall be tooled to the required radii. After initial set, the face forms and templates, if used, will be removed and the surface finished to the required dimensions. The finished surface of the concrete shall be broomed with a clean broom to provide a non-slip surface. In all cases, the finished curb shall have a true surface, free from swags, twists, or warps and shall have a uniform color and appearance.

Repair of Street Surface Damaged by Curb Removal

Contractor shall plan and execute removal operations so as not to damage the adjacent street surface. Any street surface damaged by the contractor during removal or replacement operations shall be repaired at no additional cost to the City of Pikeville.

Joints for Sidewalks

Divide the surface of the sidewalks into rectangular areas by means of a jointer having a radius of one-quarter inch and forming a groove no less than one inch in depth for the full width of the walk. Ensure that the length of the rectangles does not exceed the width of the sidewalk being repair or reconstructed.

Round the edges of the sidewalk at all expansion joints with an approved edging tool to a one-quarter inch radius. Install one-half inch premolded expansion joint material to the full depth of the sidewalk where the sidewalk abuts any rigid structure or fixture such as a curb, building, etc.

Joints for Entrance Pavements

Construct one-quarter inch wide sawed contraction joints in entrance pavements at the location shown on the Kentucky Transportation Cabinet's Standard Drawings. The joints are to be sawed to a depth of 2 inches, and steel reinforcement is not required in the contraction joints. Install one-half inch expansion joints where shown on the Kentucky Transportation Cabinet's Standard Drawings. Both expansion and contraction joints are to be sealed according to the Kentucky Transportation Cabinet's Standard Drawings.

Cross Slope

The preferred cross slope of sidewalks is 1.5%. In no instance will the sidewalk cross slope exceed 2%.

Detectable Warnings

Install detectable warning panels at all sidewalk ramps and on all commercial entrances according to the Kentucky Transportation Cabinet's Standard Drawings. All panels are to be fastened to the sidewalk surface. Ensure the detectable warnings extend the full surface width and a minimum of 2 feet up the ramp.

Tolerances

Sidewalks, curbs, and driveways shall have a surface tolerance of one-quarter inch in 10 feet when checked with a ten foot straightedge.

Kentucky Transportation Cabinet Standard Drawings

Any written specification within this document supersedes specifications that may be include on the standard drawings.

**CITY OF PIKEVILLE
CURB/SIDEWALK REPAIR & RECONSTRUCTION**

BID FORM

BASIS OF BID

Unit Prices

Enter the per unit cost for each line item. All line items must be priced.

LN-FT refers to length in linear feet.

SY refers to area in square yards.

SF refers to area in square feet.

Item	Description	Unit	Unit Price
Curb	Straight – 8 inch	LN-FT	
Curb	Straight – 6 inch	LN-FT	
Curb	Straight – 3 inch	LN-FT	
Concrete Sidewalk	All Widths – 8 inch	SY	
Concrete Sidewalk	All Widths – 6 inch	SY	
Concrete Sidewalk	All Widths – 4 inch	SY	
Curb Ramp	With ADA detectable warning	Each	
Curb Ramp	Without ADA detectable warning	Each	
Combined Curb & Sidewalk	All Widths – 8 inch	SY	
Combined Curb & Sidewalk	All Widths – 6 inch	SY	
Combined Curb & Sidewalk	All Widths – 4 inch	SY	
Driveway/Entrance	Commercial	SY	
Driveway/Entrance	Residential	SY	
ADA Detectable Warning Mat		SF	

BID SUBMITTAL

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:

Curb/Sidewalk – Repair & Reconstruction

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:

Curb/Sidewalk – Repair & Reconstruction

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. A work order will be issued for each project under this contract. The Work will be substantially completed within 45 days after the date when the Work Order is issued. 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. The Contractor must submit an invoice for each Work Order, and the invoice must be itemized to correspond to the unit prices submitted on the Bid Form.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the 4th Monday of each month during performance of the Work. All such payments will be measured as follows:
- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages:
- i. 90 percent of Work completed (with the balance being retainage); and

ii. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

6.03 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.

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. Instructions to Bidders
 3. Bid Form

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 there of (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:

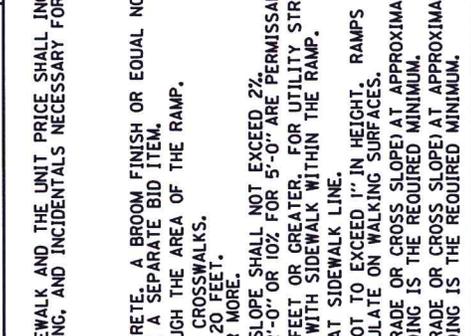
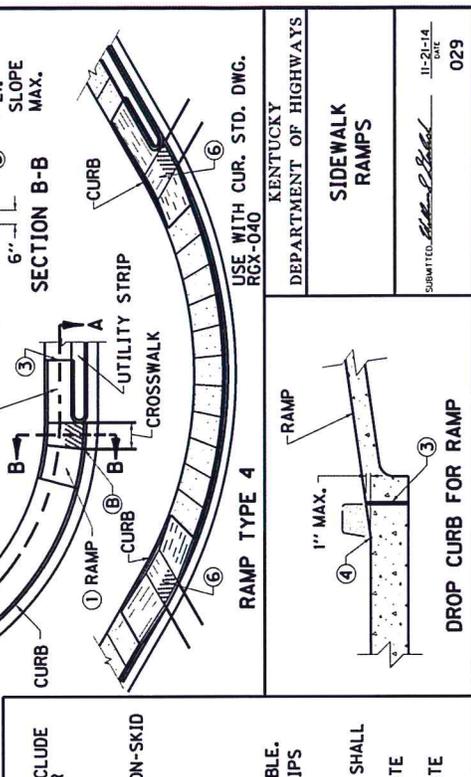
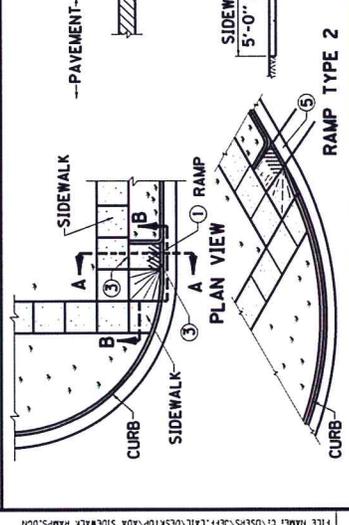
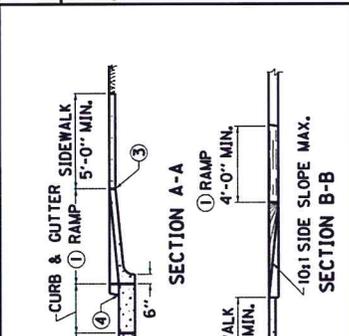
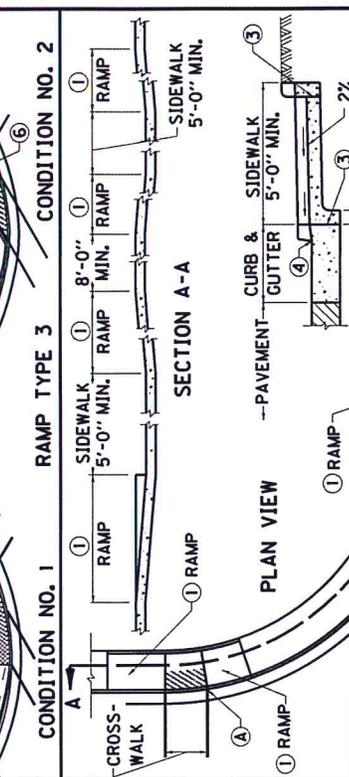
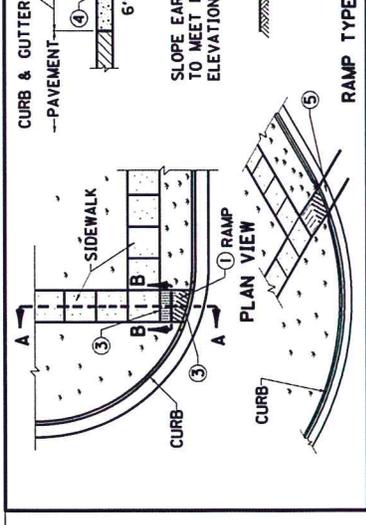
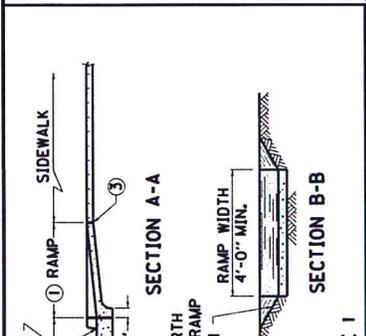
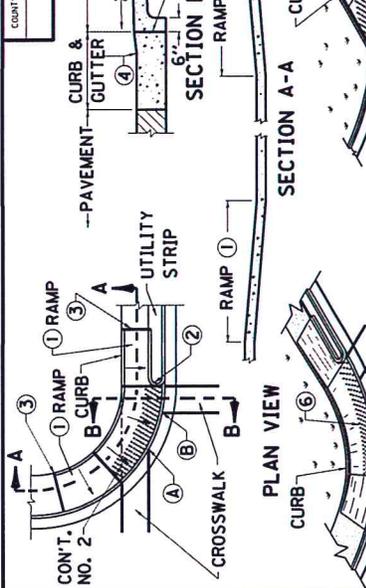
243 Main Street

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.



NOTES

RAMPS SHALL BE PAID PER SQ. YARD OF 4" CONC. SIDEWALK AND THE UNIT PRICE SHALL INCLUDE ALL MATERIALS, FORMS, CURB BEHIND RAMP AND LANDING, AND INCIDENTALS NECESSARY FOR CONSTRUCTION.

BID ITEM AND UNIT TO BID:
SIDEWALK-4 INCH CONCRETE - SOYD

THE RAMP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE. A BROOM FINISH OR EQUAL NON-SKID FINISH IS REQUIRED. DETECTABLE WARNINGS SHALL BE A SEPARATE BID ITEM.

THE NORMAL GUTTER LINE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP.

RAMPS SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS.

USE RAMP TYPE 3 WHEN POINT A TO B IS LESS THAN 20 FEET.

USE RAMP TYPE 4 WHEN POINT A TO B IS 20 FEET OR MORE.

① CURB RAMP GRADE SHALL NOT EXCEED 12:1. CROSS SLOPE SHALL NOT EXCEED 2%.

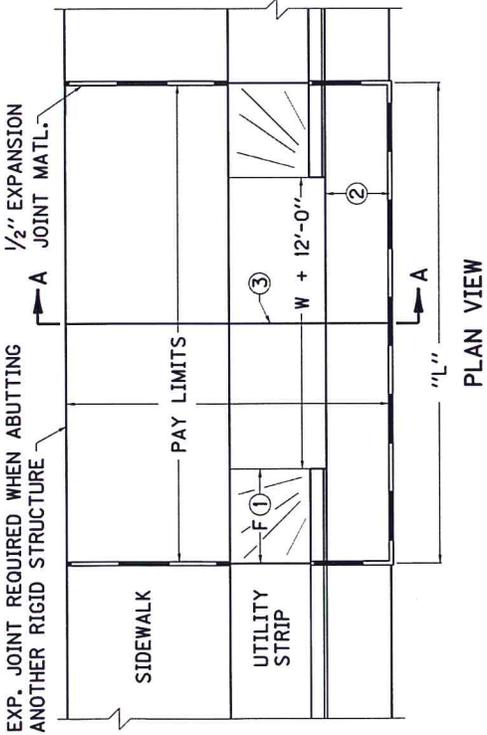
② CURB RETURN REQUIRED WHEN UTILITY STRIP IS 4 FEET OR GREATER. FOR UTILITY STRIPS LESS THAN 4 FEET, THE AREA IS TO BE SURFACED WITH SIDEWALK WITHIN THE RAMP.

③ 1/2" EXPANSION JOINT AT BACK OF CURB LINE AND AT SIDEWALK LINE.

④ NO BUMP PERMITTED. SAME SLOPE AS RAMP AND NOT TO EXCEED 1" IN HEIGHT. RAMPS SHALL BE CONSTRUCTED SO THAT WATER WILL NOT ACCUMULATE ON WALKING SURFACES.

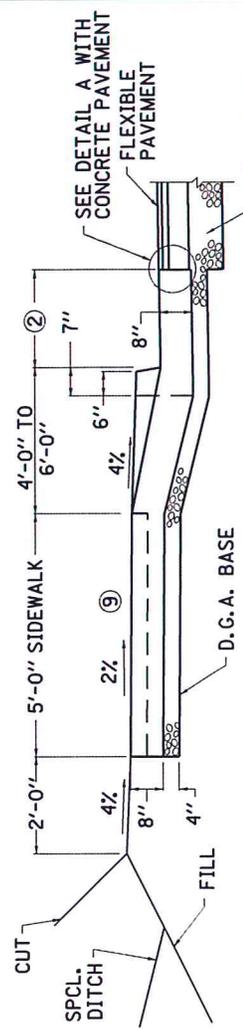
⑤ LANDINGS WILL PROVIDE A LEVEL AREA (MAX. 5% GRADE OR CROSS SLOPE) AT APPROXIMATE STREET ELEVATION. A 4 FOOT SQUARE LEVEL LANDING IS THE REQUIRED MINIMUM.

⑥ LANDINGS WILL PROVIDE A LEVEL AREA (MAX. 2% GRADE OR CROSS SLOPE) AT APPROXIMATE STREET ELEVATION. A 4 FOOT SQUARE LEVEL LANDING IS THE REQUIRED MINIMUM.

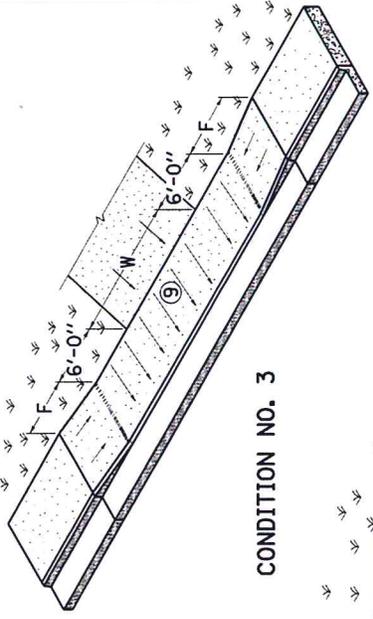


~ NOTES ~

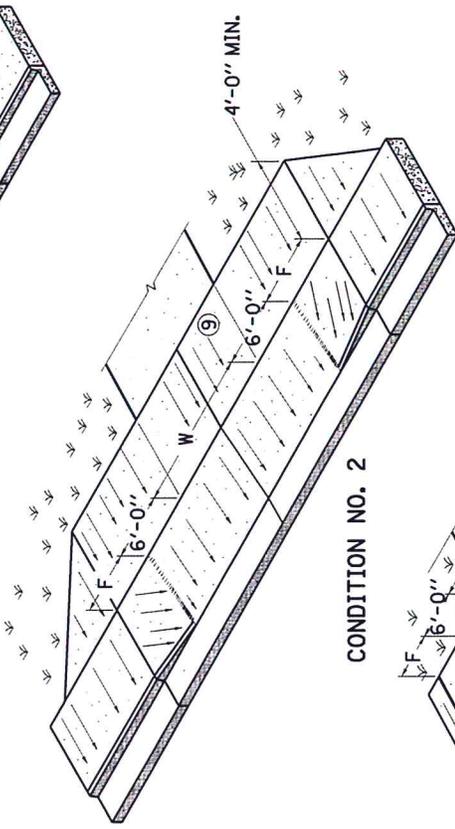
- ① FOR WIDTH W AND F: RESIDENTIAL - MINIMUM W = 12'-0", MAXIMUM W = 24'-0"; MINIMUM F = 2'-6", MAXIMUM F = 10'-0" COMMERCIAL - MINIMUM W = 24'-0", MAXIMUM W = 36'-0"; F = 10'-0" WHEN MORE THAN 2 LANES ARE REQUIRED, 36'-0" WIDTH MAY BE INCREASED TO RELIEVE INTERFERENCE BETWEEN ENTERING AND EXITING TRAFFIC. AT THE ENGINEER'S DISCRETION RADIAL RETURNS MAY BE USED ON ENTRANCES. SOME APPLICABLE CASES ARE THE FOLLOWING:
 - a. ON ENTRANCES EXPECTED TO CARRY HIGH VOLUMES OF TRAFFIC.
 - b. WHEN ENTRANCE WIDTH IS GREATER THAN 36'.
 - c. WHEN THE HIGHWAY HAS A POSTED OR OPERATING SPEED OVER 40 MPH.
 - d. ON A RURAL SECTION WHERE A FLUSH SHOULDER EXISTS.
 - e. WHERE AN EXCLUSIVE RIGHT TURN LANE IS USED.
- ② 1'-0" OR 2'-0" WITH CONCRETE PAVEMENT, 2'-0" WITH FLEXIBLE PAVEMENT
- ③ WHEN "L" DIMENSION IS GREATER THAN 15'-0" A SAWED AND SEALED JOINT, 1/2" DEEP AND 1/4" WIDE SHALL BE PLACED AT THE CENTER OF THE "L" DIMENSION. WIDE ENTRANCES REQUIRE ADDITIONAL JOINTS, SPACING SHALL NOT EXCEED 15'-0" O.C.
4. CLASS "A" CONCRETE OR JOINTED PLAIN CONCRETE PAVEMENT SHALL BE USED IN THE ENTRANCE PAVEMENT.
5. THE ENTRANCE PAVEMENT SHALL RECEIVE A BROOM FINISH AND SHALL BE CURED THE SAME AS THE MAINLINE PAVEMENT AND/OR SIDEWALK.
6. THE CONTRACT UNIT PRICE BID PER SQUARE YARD FOR "CONC. ENT. PAVEMENT- 8 INCH (CODE NO. 210)" SHALL INCLUDE CLASS "A" CONCRETE AND ALL INCIDENTALS NECESSARY TO COMPLETE THE WORK. D.G.A. AND DETECTABLE WARNINGS SHALL BE SEPARATE BID ITEMS.
7. USE CONDITION NO. 2 OR NO. 3 WHEN LITTLE OR NO UTILITY STRIP IS PROVIDED, AND INCORPORATE FEATURES OF OTHER DESIGNS SHOWN WHERE NOT IN CONFLICT.
8. PROVIDED THAT ADA GUIDELINES SHOWN IN NOTES ⑨ AND 10 ARE FOLLOWED, THE ENGINEER MAY MODIFY THE DESIGN TO BETTER FIT EXISTING CONDITIONS.
- ⑨ 2% CROSS SLOPE MAXIMUM ON SIDEWALK. IF CONDITIONS WARRANT, SIDEWALK MAY BE SLOPED 2% AWAY FROM ROADWAY.
10. SIDEWALKS SHOULD BE DESIGNED WITH A MAX. GRADE OF 5%. WHERE A SIDEWALK RUNS ALONG A STEEP ROADWAY, THE SIDEWALK GRADE MAY EXCEED 5% IF IT FOLLOWS THE GRADE OF THE ROADWAY.
11. COMMERCIAL DRIVEWAYS WITH TRAFFIC CONTROL DEVICES REQUIRE ADA SIDEWALK TREATMENTS WITH DETECTABLE WARNINGS.



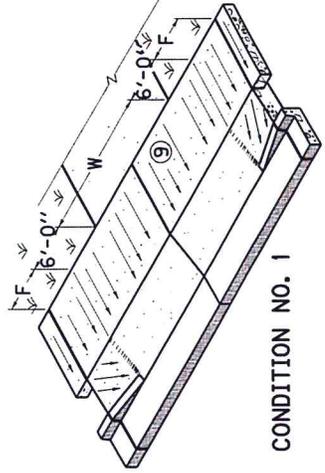
SECTION A-A CONDITION NO. 1



CONDITION NO. 3



CONDITION NO. 2



CONDITION NO. 1

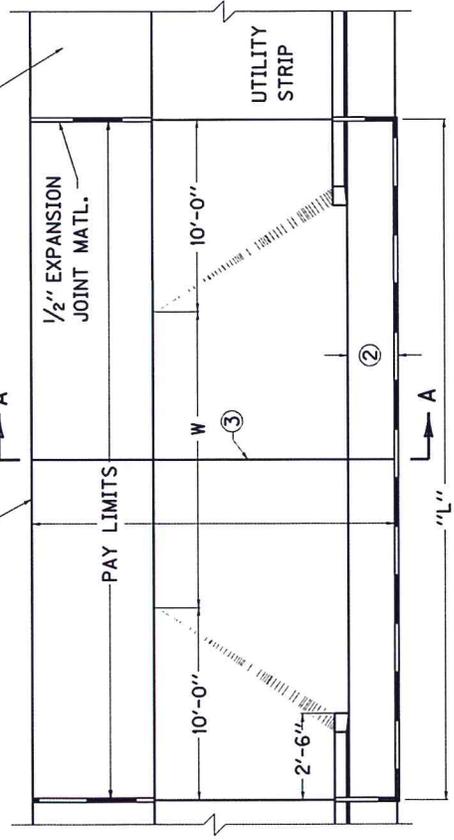
USE WITH CUR. STD. DWG. RX-040

KENTUCKY
DEPARTMENT OF HIGHWAYS

CONCRETE
ENTRANCE PAVEMENT
AND SIDEWALK

STANDARD DRAWING NO. RPM-150-07
SUBMITTED: *[Signature]* DATE: 12-2-11
APPROVED: *[Signature]* STATE HIGHWAY ENGINEER DATE: 12-2-11

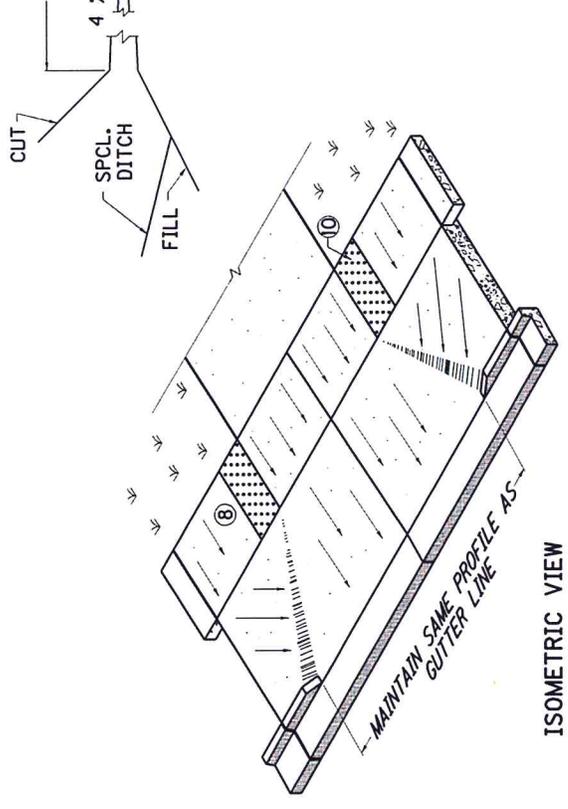
EXP. JOINT REQUIRED WHEN ABUTTING ANOTHER RIGID STRUCTURE



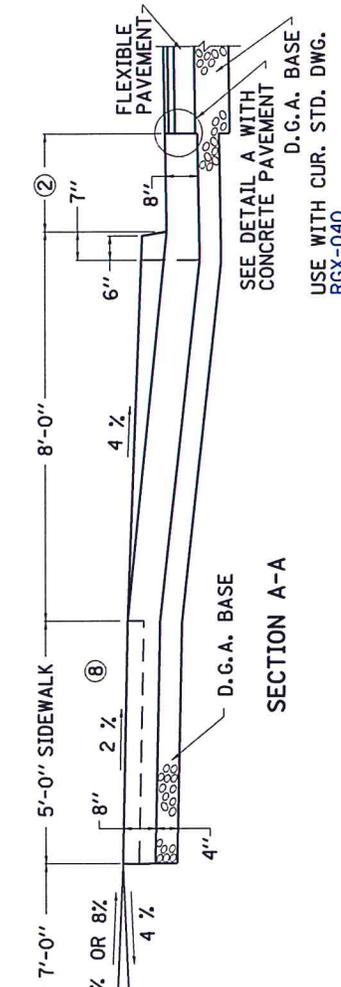
PLAN VIEW

NOTES

- ① FOR WIDTH W:
 - a. COMMERCIAL - MINIMUM W = 24'-0", MAXIMUM W = 36'-0" WHEN MORE THAN 2 LANES ARE REQUIRED, 36'-0" WIDTH MAY BE INCREASED TO RELIEVE INTERFERENCE BETWEEN ENTERING AND EXITING TRAFFIC. AT THE ENGINEER'S DISCRETION RADIAL RETURNS MAY BE USED ON ENTRANCES. SOME APPLICABLE CASES ARE THE FOLLOWING:
 - d. ON ENTRANCES EXPECTED TO CARRY HIGH VOLUMES OF TRAFFIC.
 - e. WHEN ENTRANCE WIDTH IS GREATER THAN 36'.
 - f. WHEN THE HIGHWAY HAS A POSTED OR OPERATING SPEED OVER 40 MPH.
 - g. ON A RURAL SECTION WHERE A FLUSH SHOULDER EXISTS.
 - h. WHERE AN EXCLUSIVE RIGHT TURN LANE IS USED.
 - b. 1'-0" OR 2'-0" WITH CONCRETE PAVEMENT, 2'-0" WITH FLEXIBLE PAVEMENT.
 - c. WHEN "L" DIMENSION IS GREATER THAN 15'-0" A SAWED AND SEALED JOINT, 1/2" DEEP AND 1/4" WIDE SHALL BE PLACED AT THE CENTER OF THE "L" DIMENSION. WIDE ENTRANCES REQUIRE ADDITIONAL JOINTS, SPACING SHALL NOT EXCEED 15'-0" O.C.
 - d. CLASS "A" CONCRETE OR JOINTED PLAIN CONCRETE PAVEMENT SHALL BE USED IN THE ENTRANCE PAVEMENT.
 - e. THE ENTRANCE PAVEMENT SHALL RECEIVE A BROOM FINISH AND SHALL BE CURED THE SAME AS THE MAINLINE PAVEMENT AND/OR SIDEWALK.
 - f. THE CONTRACT UNIT PRICE BID PER SQUARE YARD FOR "CONC. ENT. PAVEMENT-8 INCH (CODE NO. 210)" SHALL INCLUDE CLASS "A" CONCRETE AND ALL INCIDENTALS NECESSARY TO COMPLETE THE WORK. D.G.A. AND DETECTABLE WARNINGS SHALL BE SEPARATE BID ITEMS.
 - g. PROVIDING THAT ADA GUIDELINES SHOWN IN NOTE ⑩ AND 9 ARE FOLLOWED, THE ENGINEER MAY MODIFY THE DESIGN TO BETTER FIT EXISTING CONDITIONS.
 - h. 2% CROSS SLOPE MAXIMUM ON SIDEWALK.
 - i. SIDEWALKS SHOULD BE DESIGNED WITH A MAX. GRADE OF FIVE PERCENT. WHERE A SIDEWALK RUNS ALONG A STEEP ROADWAY, THE SIDEWALK GRADE MAY EXCEED FIVE PERCENT IF IT FOLLOWS THE GRADE OF THE ROADWAY.
 - j. COMMERCIAL DRIVEWAYS WITH TRAFFIC CONTROL DEVICES REQUIRE ADA SIDEWALK TREATMENTS WITH DETECTABLE WARNINGS.



ISOMETRIC VIEW



SECTION A-A

KENTUCKY
DEPARTMENT OF HIGHWAYS

**CONCRETE
ENTRANCE PAVEMENT
AND SIDEWALK**

STANDARD DRAWING NO. RPM-152-07
 SUBMITTED: _____ DATE OF DESIGN: 12-2-11
 APPROVED: _____ STATE HIGHWAY ENGINEER DATE: 12-2-11
 DWG.

SEE DETAIL A WITH
CONCRETE PAVEMENT
D.G.A. BASE
USE WITH CUR. STD. DWG.
RGX-040

NOTES

LONGITUDINAL JOINTS SHALL BE USED WHEN SHOWN ON THE TYPICAL SECTION, AND STANDARD DRAWINGS AND SHALL BE CONSTRUCTED AS SHOWN ON THIS DRAWING. LONGITUDINAL CONSTRUCTION JOINTS BETWEEN ADJOINING SLABS, AND PAVED IN SEPARATE OPERATIONS SHALL USE HOOK-BOLTS OR TIE BARS AND BE CONSTRUCTED AS SHOWN ON THIS DRAWING.

IN LIEU OF THE DEFORMED TIE BARS THE CONTRACTOR SHALL BE PERMITTED TO USE EITHER ALT. 1 OR ALT. 2 HOOK BOLT AS DETAILED.

SLIP-FORM PAVEMENT

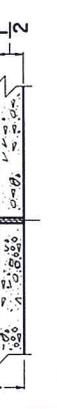
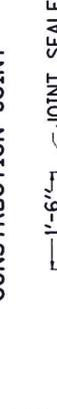
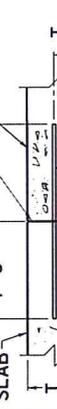
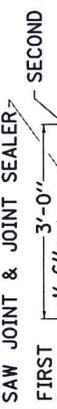
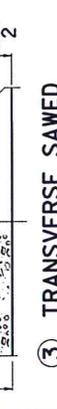
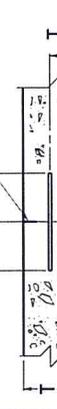
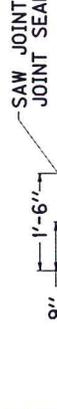
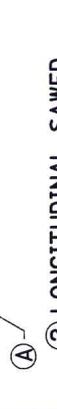
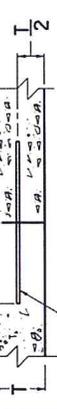
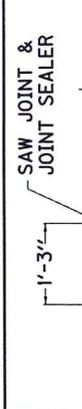
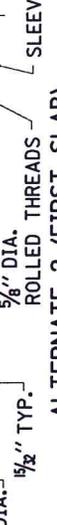
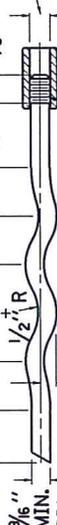
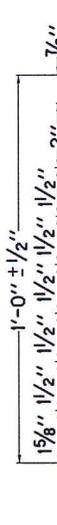
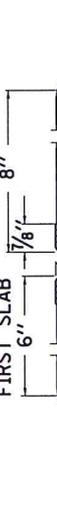
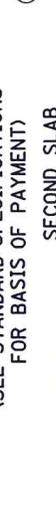
- (A) DEFORMED TIE BARS USED IN TRANSVERSE CONSTRUCTION JOINTS SHALL BE NO CLOSER THAN 6" TO THE PAVEMENT EDGE OR ANY LONGITUDINAL JOINT.
- (B) NO. 5 DEFORMED TIE BAR 2'-6" LONG PLACED 1'-8" ON CENTER AND PLACED 1'-8" MINIMUM FROM ANY TRANSVERSE JOINT.
- (C) EXPANSION ANCHOR FOR BOLT SIZE INDICATED SHALL BE BETHLEHEM MINE ROOF EXPANSION TYPE WITH K-1 SHELL, PHILLIPS RED HEAD ANCHOR, CHICAGO EXPANSION BOLT CO. - SPECIAL FLUSH SELF DRILLING ANCHOR, OR APPROVED TYPE. INSTALLATION SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION. HOOK BOLTS WITH EXPANSION ANCHORS ATTACHED SHALL NOT BE LESS THAN 14" IN LENGTH. HOOK BOLTS WITH EXPANSION ANCHORS SHALL BE SPACED 5'-0" O.C.

METHODS OF FORMING CONSTRUCTION JOINTS WHEN FORMS ARE USED

- (1) LONGITUDINAL SAWED JOINT
- (2) LONGITUDINAL SAWED CONSTRUCTION JOINT
- (3) TRANSVERSE SAWED CONTRACTION JOINT
- (4) TRANSVERSE SAWED EXPANSION JOINT
- (5) TRANSVERSE EXPANSION JOINT

JOINT SYMBOLS

- (1) LONGITUDINAL SAWED JOINT
- (2) LONGITUDINAL SAWED CONSTRUCTION JOINT
- (3) TRANSVERSE SAWED CONTRACTION JOINT
- (4) TRANSVERSE SAWED CONSTRUCTION JOINT (1'-0" MIN.)
- (5) TRANSVERSE EXPANSION JOINT
- (10) LONGITUDINAL SAWED JOINT (WITHOUT TIE BARS)
- (20) LONGITUDINAL SAWED CONSTRUCTION JOINT (WITHOUT TIE BARS)
- (30) TRANSVERSE SAWED CONTRACTION JOINT (WITHOUT LOAD TRANSFER ASSEMBLY)
- (40) TRANSVERSE SAWED CONSTRUCTION JOINT (WITHOUT TIE BARS)
- (50) 1/2" TRANSVERSE EXPANSION JOINT (WITHOUT LOAD TRANSFER ASSEMBLY)



MANUFACTURER'S RECOMMENDATION FOR SPECIFIC ANCHOR USED

ROLLED OR CUT THREADS

2" ± 1/4"

1'-0" ± 1/2"

5/8" NOM. DIA.

MIN. DIA.

HOOK BOLT FOR USE WITH EXPANSION ANCHOR (SEE STANDARD SPECIFICATIONS FOR BASIS OF PAYMENT)

FIRST SLAB

8"

7/8"

5/8" NOM. DIA.

MIN. DIA.

SLEEVE

ALTERNATE 1 HOOK BOLTS FOR CONSTRUCTION JOINTS

1'-0" ± 1/2"

15/8" 1/2" 1/2" 1/2" 1/2" 1/2" 2"

7/8"

SLEEVE

ALTERNATE 2 (FIRST SLAB) DEFORMED ANCHOR BOLT (TO BE USED WITH 8" HOOK BOLT)

5/8" DIA. ROLLED THREADS

5/8" PLASTIC INSERT

5/8" NOM. DIA.

1'-3"

1'-3"

1'-6"

3'-0"

9"

1'-6"

1'-6"

3'-0"

9"

1'-6"

1'-6"

3'-0"

9"

1'-6"

1'-6"

3'-0"

9"

1'-6"

1'-6"

3'-0"

SAW JOINT & JOINT SEALER

FIRST SLAB

SECOND SLAB

NO. 8 BARS 1'-0" O.C.

JOINT SEALER

TRANSVERSE SAWED CONTRACTION JOINT

TRANSVERSE SAWED EXPANSION JOINT

TRANSVERSE