

**CITY OF PIKEVILLE**  
**ADVERTISEMENT FOR BIDS**  
**YORK HOUSE – FLOORS & INTERIOR FINISHES**

\_\_\_\_\_  
City of Pikeville  
Owner  
\_\_\_\_\_  
243 Main Street  
Address  
\_\_\_\_\_  
Pikeville, KY 41501

Separate sealed bids for the construction of

\_\_\_\_\_  
York House – Floors & Interior Finishes

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 October 6, 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 finishing of floors throughout the house, installation of doors and transoms, and completion of cased openings.

In addition to the website, [www.pikevilleky.gov/bids](http://www.pikevilleky.gov/bids), 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 DO NOT apply to this project.

A pre-bid meeting will NOT be held for this project.

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

**CITY OF PIKEVILLE  
YORK HOUSE – FLOORS & INTERIOR FINISHES**

**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 signed hardcopy bid shall be initialed in ink on the lower right-hand corner. 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 October 6, 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 on each item. 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 of 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](mailto: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](http://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.

**TIME OF COMPLETION:** The time period estimated and authorized by the City of Pikeville for substantial completion of work is hereby fixed as 10 consecutive calendar days. The time shall begin ten (10) calendar days after Contractor is issued the Notice to Proceed. If the Contractor fails to be substantially complete with this work within this time without an approved extension then 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.

**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

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. There is 880 square feet of stained floors and 880 square feet of painted floors. All painted floors are on the second floor of the house.
  - a. New hardwood flooring is located in the kitchen/bathroom area on the first floor and back room of the second floor. No work is required for this flooring.
  - b. Remove all nails and staples from flooring throughout the house.
  - c. Stained flooring is to be sanded and re-stained. The floors will be stained with Zar – Golden Oak and Minwax polyurethane will be applied.
  - d. Painted flooring is to be lightly sanded and prepared with any required floor paint preparation process. The floor paint will be Sherwin Williams Industrial Enamel (Item No. B-54W101). The color will be selected once work commences.
  - e. Transition strips are to be provided between flooring laid in different directions.
5. All staples and nails are to be removed from the stairs and banister. The stairs and banister are to be cleaned with Old English Scratch Cover for Dark Woods.
6. Crown molding is to be installed on the first floor in the atrium, dining room, and front room.
7. A bi-louvered door is to be installed in a closet in the kitchen.
8. A pre-hung door is to be installed in a room on the second floor.
9. Three interior doors and transoms are to be installed on the second floor. The contractor will need to provide the jam set, and the City of Pikeville will provide the doors and transoms.
10. One cased opening is to be constructed in the second floor anteroom.
11. The City of Pikeville will provide all doors (except the bi-fold louvered doors and pre-hung door), transoms, crown molding, and door casing. All other required materials are to be provided by the successful bidder.

**CITY OF PIKEVILLE  
YORK HOUSE – FLOORS & INTERIOR FINISHES**

**FORM OF PROPOSAL – BID FOR LUMP SUM CONTRACT**

Bid Opening: October 6, 2016 at 2:00 p.m.  
Location: Pikeville City Hall, 243 Main Street, Pikeville, KY 41501

Proposal of \_\_\_\_\_ (hereinafter referred to as “Bidder”), a \_\_\_\_\_ (state) corporation, partnership, individual doing business as (strike out terms that are not applicable) \_\_\_\_\_.

City of Pikeville  
243 Main Street  
Pikeville, KY 41501

Gentlemen:

The Bidder, in compliance with your invitation for bids for the York House – Floors & Interior Finishes, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents within the time set forth therein, and at the prices stated below. These prices cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following addenda (if any):

No. \_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_ Date \_\_\_\_\_

Note: The City of Pikeville (hereinafter referred to as “Owner”) shall evaluate and award proposal for each base bid individually.

**Base Bid:**

York House – Floors & Interior Finishes as described in the specifications and shown on the plans for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

Bidder hereby agrees to commence work under this contract within ten (10) days of the Notice to Proceed, and to fully complete the project in the number of days stated in the Construction Agreement.

Bidder further agrees to pay as liquidated damages for failure to complete the contract in the agreed Contract Period, the sum of two hundred dollars (\$200) for each consecutive calendar day thereafter.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to evaluate the bids and the bidders in light of the past performance of the bidders as it relates to schedule and quality of work and to award the contract to a bidder other than the lowest bidder if such an award is deemed to be in the best interest of the Owner.

Payment for this project will not be released without assurance that all sub-contractors and material suppliers are paid and submittal of a Contractor's Release of Liens. As such, the bidder may either:

1. Post payment and performance bonds; or
2. Submit a Contractor's Release of Liens for every sub-contractor or material supplier used in completion of the project and submit an Affidavit of Release of Liens. In-lieu of an executed release of liens, the bidder may submit receipts as proof of payment.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute a formal contract within ten (10) days.

Respectfully submitted:

By: \_\_\_\_\_  
*Signature*

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**END OF FORM OF PROPOSAL**

## 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:

York House – Floors & Interior Finishes

### 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:

York House – Floors & Interior Finishes

### 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 **10 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. Form of Proposal
  3. 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.