

## ADVERTISEMENT FOR BIDS

City of Pikeville  
Owner  
243 Main Street  
Address  
Pikeville, Ky 41501

Separate sealed Bids for the construction of

York House – Drywall and Plaster

will be received by City of Pikeville Attn: City Clerk

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

until 10:00 a.m. (Local Time) on July 11, 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 completion of drywall installation and repair of plaster.

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 **mandatory** Pre-Bid Conference will be conducted at the project site on July 6, 2016 at 10:00 a.m. (Local Time).

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

**CITY OF PIKEVILLE  
YORK HOUSE – DRYWALL AND PLASTER**

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

Bid Opening: July 11, 2016 at 10 a.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 – Drywall and Plaster, having examined the site of the proposed work, attended the pre-bid meeting in which the intended work was outlined, 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 – Drywall and Plaster 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.

A bid bond, performance bond, or payment bond is **not required** for this project.

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 – Drywall and Plaster

### 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 – Drywall and Plaster

### 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 **14 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.

**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

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.

# NOTICE TO PROCEED

Dated \_\_\_\_\_

Project: <b>York House – Drywall and Plaster</b>	Owner: <b>City of Pikeville</b>	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____	_____
	Owner
_____	Given by:
	Authorized Signature
_____	Title
_____	Date

Copy to Engineer