CITY OF PADUCAH

ENGINEERING DEPARTMENT

WEST PARK VILLAGE TREE PROJECT

Prebid: Thurs, Nov 5, 2026
Questions Due: Thurs, Nov 12, 2026
Bid Opening: Tues, Nov 17, 2026

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INVITATION TO BID

RECEIPT OF PROPOSALS

The City of Paducah, Engineering Department will receive bids for the **"WEST PARK VILLAGE TREE PROJECT" on Tuesday, November 17, 2026,** at 2:00 **p.m. CST.** All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

A MANDATORY PRE-BID MEETING will be held at the City of Paducah Commission Chambers on Thursday, November 5, 2026, at 2:00 p.m. CST.

PROJECT DESCRIPTION

This Project will consist of planting a variety of trees in full accordance with the Specifications and Plans.

OBTAINING CONTRACT DOCUMENTS

Copies of plans and specifications may be obtained at:

https://paducahky.gov/request-bids-or-proposals

-OR-

mtownsend@paducahky.gov

Plans and specifications are on file at the following locations:

City of Paducah
Engineering Department
City Hall, 300 South 5th St.
Paducah Kentucky 42003
www.paducahky.gov

AGC of Western Kentucky
2201 McCracken Boulevard
Paducah, KY 42001
www.agcwky.org

BID SECURITY

A satisfactory Bid Bond executed by the bidder or a certified bank cashier's check in an amount equal to **five percent (5%)** of the bid shall be submitted with each bid. No other forms of security will be accepted. Failure to submit a bid bond or certified bank cashier's check will result in disqualification of the bid. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

BONDS

A Performance Bond and a Labor and Material Payment Bond each in the amount of 100% of the Contract will be required in accordance with the Specifications.

CERTIFICATE OF INSURANCE

A Certificate of Insurance showing that the required insurance as set forth in the specifications will be required in accordance with the Specifications.

CONTRACT TIME

The work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed within **Ninety (90) consecutive calendar days for the Bid.** Every calendar day, except as provided herein, shall be counted as a working day.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that

gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age, or disability.

OWNER'S RIGHTS RESERVED

Bids will be awarded to the **responsive and responsible** bidder who submits the lowest evaluated bid price in accordance with the specifications after the application of any reciprocal preferences for Resident Bidders. The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

INFORMATION FOR BIDDERS

BIDS

All competitive sealed bids and purchasing procedures shall be in accordance with the City of Paducah's Code of Ordinances Chapter 2 Procurement, KRS 45A.345 – 45A.460, and the specifications contained herein.

All bids shall be submitted on forms supplied by the City of Paducah. Wording of the Bid Form or Bid Proposal shall not be altered, changed and/or modified. Bids submitted showing any alterations, changes, and/or modifications to the Bid Proposal shall be rejected. Unauthorized conditions, limitations, or provision attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," in order to guard against premature opening of the bid.

Each bid shall be addressed to the City Engineer Director, C/O City of Paducah City Clerk's Office, City Hall, 300 South 5th Street, P.O. Box 2267, Paducah, Kentucky, 42002-2267, on or before the day and hour set for opening of bids. It is the sole responsibility of the bidder to see that the bid is received on time and is properly labeled. The Owner will not be responsible for premature opening of a bid not properly addressed and identified.

No electronic bid, faxed bid, telegraphic bid or telegraphic modifications of bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Late bids will be returned to the sender unopened.**

BIDDER OF RECORD

Bidders shall be listed as a plan holder on the Owner's Official Plan Holder's list located in the Engineering office at City Hall in order to be an "Official Bidder of Record". **Bids received from Bidders who are not listed on the Owner's Official Plan Holder's list will be rejected.**

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request **via EMAIL** for interpretation no later than **12:00 p.m. noon CST on Thursday, November 12, 2026,** to the Attention of:

Melanie Townsend, Project Manager
Engineering Department
VIA EMAIL: mtownsend@paducahky.gov

PRE-BID MEETING

A **MANDATORY** PRE-BID MEETING will be held at the City of Paducah Commission Chambers on Thursday, November 5, 2026, at 2:00 p.m. CST. All interested prospective bidders are required to attend due to the complexity of this project. Solicitation documents, the scope of work, and the project details will be discussed at this meeting. Bidders may openly discuss concerns and questions regarding the Project at this meeting.

ADDENDUM

All clarifications addressed during the Pre-Bid meeting along with requests for written interpretations received will be formally addressed by Addendum. The Addenda will be e-mailed to each Official Plan Holder of record, with the Bidder being required to acknowledge receipt.

Any Addendum that may be issued to amend and/or clarify the Plans and/or Specifications must be applied when calculating the Bid and certified by the Bidder on the Bid Proposal. Failure to use the

correct and most recent addenda may result in the bid being rejected. When the Addendum conflicts with the Original Specifications, the Addendum shall govern.

BIDDER'S QUALIFICATIONS

The City of Paducah (hereinafter referred to as Owner) shall have the right to take such steps necessary to determine the ability of the bidder to perform his obligations under the Contract. Any Bidder may be required to furnish evidence satisfactory to the Owner that he and his any proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

The Owner reserves the right to inspect the plant facilities and place of business of any Bidder participating in this bid. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

KENTUCKY REQUIRED BIDDER'S CERTIFICATIONS

The Certifications required by the laws of the Commonwealth of Kentucky as contained within Section 00320 of these Specifications shall be signed, notarized and submitted with the Bid Proposal**. Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

SPECIFICATIONS

All plant materials shall comply with all specifications contained within the bid spec package.

SUBCONTRACTORS

A list of subcontractors whom the bidder proposes to use on the project shall be listed on the Bid Proposal. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

CONFLICTS, GRATUITIES AND KICKBACKS

The Owner shall adhere to the provision of KRS 45A.455 relative to conflicts of interest, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

BID PRICES - UNIT PRICES

Each Bidder shall include its pro-rata share of overhead and profit in the Bid unit price and/or lump sum price for each of the items in the Bid Proposal.

Bid Prices shall also include any and all sales tax, delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery.

Special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e. difference in cost) does not increase or decrease the original contract amount by more than fifty percent (50%) except for work not covered in the Drawings and/or Technical Specifications.

QUANTITIES

Quantities shown reflect the estimated, or intended, quantity of that item to be used in construction of the project. Therefore, the Bidder should not anticipate payment for the total bid quantity shown on the bid form. **In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.**

~~EXAMINATION OF SPECIFICATIONS AND PROJECT SITE~~

~~Before submitting a bid, each bidder shall carefully examine the specifications and visit the project site. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover all costs of all items necessary to complete the project as set forth in the plans and specifications. No allowance will be made to any bidder due to lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.~~

BID SECURITY

A properly completed Satisfactory Bid Bond or a Certified Bank Cashier's Check in an amount equal to **Five Percent (5%)** of the bid shall be submitted with each bid. No other forms of security will be accepted. A satisfactory Bid Bond shall be issued by an authorized representative of a Surety Company and shall be accompanied by a certified power of attorney dated on or before the date of bid. The Bid Bond shall include language, which assures that the bidder/principal shall give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract.

Failure to submit a Bid Bond or a Certified bank cashier's check will result in disqualification of the bid. The successful bidder's security will be retained until a contract has been signed and the required Labor and Materials Payment and Performance Bond submitted as specified. If any bidder refuses to enter into a contract, the owner will retain the Bid Bond as liquidated damages, but not as a penalty. The Bid Security of the remaining bidders will be returned as soon as practical. However, the Owner reserves the right to retain the security of the remaining bidders until 60 days after the bid opening.

OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will publicly open and read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative. The time of bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid**. The official time set for the opening of the Bids shall be established by the City of Paducah's synchronized computer time as shown digitally on the City Clerk's computer.**

WITHDRAWAL OF BIDS

Any Bidder may withdraw his submitted bid by written request 24 hours or more prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of **60** days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period. However, under justifiable circumstances, the Owner may release a bid if the Bidder can demonstrate from worksheets or other documents that an obvious error was made while preparing the bid.

PREFERENCE TO LOCAL MATERIALS AND LABOR

Preference will be given to local resident bidders for the purchase of local materials and to the employment of local labor if price and other factors within the bids received are equal.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. **The bidder shall indicate the state of residence on the Bid Proposal. The non-resident bidder shall indicate also if any preference is given by the Bidder's state.** The determination of state residency of the non-resident Bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the Bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State

- If the Bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the Bid Proposal.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be issued to the responsible bidder who submits the lowest responsive bid **in accordance with the specifications**.

The **responsible bidder** shall have the capability in all respects to perform fully the contracts requirements, and the moral integrity and reliability of which to assure good faith performance. The **responsive bidder** shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids.

BONDS AND EXECUTION OF AGREEMENT

Subsequent to Notice of Award, and **within ten (10) days** after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner:

1. A Contract Agreement in the form included in the specifications, in such number of copies as the Owner may require.
2. A Performance Bond and a Labor and Material Payment Bond each in the amount of **100%** of the Contract as awarded. The bonds shall be used as security for the faithful performance of the Contract and shall be in the form included in the specifications.
3. A Certificate of Insurance showing that the required insurance as set forth in the specifications is in force and shall contain appropriate wording to the effect that the policies described cover the Contractor's operations under this contract.

The failure of the successful bidder to execute such Agreement and to supply the required Bonds & Insurance within ten (10) days after the prescribed forms are presented for signature or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed provided that the amount thus due shall be limited to the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Owner for any refund of the bid security or expense the Bidder incurred to develop the bid.

NOTICE TO PROCEED

Following the execution of the Contract by the Owner and submittal of all required documents, a written Notice to Proceed will be given to the Contractor. The Contractor shall begin and shall prosecute the Work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work in a responsible and timely manner.

PRE-CONSTRUCTION CONFERENCE

Prior to issuance of the Notice to Proceed, a Pre-Construction conference will be held with representatives of the Contractor, Sub-Contractors and Owner/Engineer in attendance. Discussion will center on each party's responsibility towards the other, the Contractor's plans for prosecution of the work and subcontracting.

CONTRACT TIME

The work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed within Ninety (90) **consecutive calendar days** after start of execution of work as stated in the Agreement. Every calendar day, except as provided herein, shall be counted as a working day.

LICENSE REQUIREMENT

All firms doing business in the City of Paducah are required to be licensed in accordance with the City of Paducah Code of Ordinances. The successful Bidder shall be required to obtain a City of

Paducah Business License at the time of Notice of Award. Information regarding business license can be obtained at the City's website: www.paducahky.gov.

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The Contractor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. The Contractor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITIY

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above. The foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at
https://secure.kentucky.gove/sos/ftbr/welcome.aspx.

UNDERGROUND FACILITY DAMAGE PROTECTION

The Contractor is advised that the Underground Facility Damage Protection Act of 1994 became law January 1, 1995. It shall be the Contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

Prior to initiation of excavation, the Contractor shall locate all utilities in work area in accordance with applicable governmental rules, laws and regulations. Utilities can be contacted for location requests by calling "811" B.U.D. 1-800-752-6007. Officials of B.U.D. request at least 3 days lead time for notification requests.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96. Additionally, the Contractor shall comply with all OSHA requirements in accordance with 23 CFR 634 and KRS 338.

PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (**30**) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (**10**%) retainage may be held until final completion and acceptance of the work.

ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (**60**) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

REJECTION OF BIDS

The Owner reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items or on an individual item basis, whichever is deemed to be in the best interest of the City.

CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT

BID PROPOSAL FOR WEST PARK VILLAGE TREES PROJECT

Proposal of _____

(hereinafter called Bidder), organized and existing under the laws of _____

(state) and doing business as _____*, as

applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the WEST PARK VILLAGE TREE **PROJECT** in accordance with the plans, specifications and other contract documents prepared by the City Engineering Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

The Bidder further understands the quantities shown herein are estimates only and the Owner reserves the unlimited right to add to or delete from same at its discretion. **In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.**

Security in the sum of $_____, in the form of a Bid Bond or cashier's check, said amount being equal to Five Percent (5%) of the Total Bid Amount, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned. Additionally, the Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

After reasonable consideration of all bids received, a Notice of Award will be given to the R**esponsible Bidder** who submits **the lowest responsive bid in accordance with the specifications**. The **responsible Bidder** shall have the capability in all respects to perform fully the contracts requirements, and the moral integrity and reliability of which to assure good faith performance. The **responsive Bidder** shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids.

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form and furnish the required bonds and insurance within ten (10) days after the Contract is presented for signature.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **NINETY (90)** consecutive calendar days thereafter.

Payments for Work Completed will be made in accordance with the Specifications.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

BID PROPOSAL:

ATTACHMENT A

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addenda on the Bid:

Addendum No(s) _____ Dated _____

Attachments to the Bid Proposal Required:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Certification Signed and Notarized.
3. All additional information as required within the Technical Specifications.

SUB-CONTRACTORS:

Subcontractors (if any) who the Bidder proposes to use on the project shall be listed. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

COMPANY	CONTACT	PHONE	WORK PROPOSED	%

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: _____

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____

ADDRESS: _____

_____

PHONE: _____ FAX: _____

CELL PHONE: _____ E-MAIL:_____

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: _____

CITY OF PADUCAH BUSINESS LICENSE NUMBER: _____

ATTACHMENT A

Bid Items

Qty	Key	Botanical Name	Common Name	Planting Size	Container/B&B	Unit Price	Extended Price
Small Trees:							
9	CCFP	Cercis canadensis 'Forest Pansy'	'Forest Pansy' redbud	1 3/4" Dia., min.	26" B&B, min.		
5	CVW	Crataegus viridis 'Winter King'	'Winter King' hawthorn	1 3/4" Dia., min.	26" B&B, min.		
6	LIN	Lagerstroemia indica 'Natchez'	'Natchez' crape myrtle	8'-10' Tall, min.	26" B&B, min.		
Medium Trees:							
1	GTI	Gleditsia triacanthos f. inermis 'Impcole' Imperial®	Imperial® honeylocust	2 1/2" Dia., min.	28" B&B, min.		
14	GBA	Ginkgo biloba 'Autumn Gold'	'Autumn Gold' ginkgo	2 1/2" Dia., min.	28" B&B, min.		
3	NSW	Nyssa sylvatica 'Wildfire'	'Wildfire' blackgum/black tupelo	2 1/2" Dia., min.	B&B		
2	QS	Quercus shumardii	Shumard oak	2 1/2" Dia., min.	B&B		
2	CK	Cladrastis kentukea	American Yellowwood	2 1/2" Dia., min.	B&B		
7	UP	Ulmus parvifolia	Chinese elm	2 1/2" Dia., min.	B&B		
Large Trees:							
3	LT	Liriodendron tulipifera	tulip poplar	2 1/2" Dia., min.	B&B		
4	QP	Quercus phellos	willow oak	2 1/2" Dia., min.	B&B		
1	AS	Acer saccharum 'Green Mountain'	'Green Mountain' sugar maple	2 1/2" Dia., min.	B&B		

TOTAL PROJECT PRICE

CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. **NON-COLLUSION**

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars ($4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

(a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that

(b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. KY DEPT OF REVENUE

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2015, by _____, _____ (title) of _____ (Name of Company).

My commission expires: _____.

_____

Notary Public, State at Large

S E A L

CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT

AGREEMENT FOR WEST PARK VILLAGE TREES PROJECT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the WEST PARK VILLAGE TREES PROJECT. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within NINETY (90)** consecutive calendar days thereafter.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: _____ ($_____) as quoted in the Bid Proposal by the Contractor dated _____ which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty (**30**) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (**10**%) retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (**60**) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

BY _____
TITLE _____

ADDRESS:
_____
_____

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Principal - Bidder)

as Principal, hereinafter called the Principal, and _____
(Name of Surety - Insurance Company)

a Corporation duly organized under the laws of the State of _____
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF PADUCAH, KENTUCKY**, as Obligee, hereinafter called the Obligee, in the sum of:

$ _____ (_____ Dollars and _____ Cents)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for _____
(Name of Project)

Dated _____ to the **CITY OF PADUCAH, KENTUCKY**, Obligee.

NOW, THEREFORE:

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this _____ day of _____ 20_____.

_____
(Principal - Bidder)

_____
(Title)

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said Bond on behalf of the Principal was then _____ of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

_____
(Principal- Bidder Corporate Secretary)

(Corporate Seal)

SURETY: Signed and sealed this _____ day of _____ 20_____.

_____
(Surety - Insurance Company)

_____
(Title)

(SEAL)

Attach Surety Power of Attorney

FORM OF PERFORMANCE BOND

BOND NO._____

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter
(Name of Principal)

called the Principal and _____ a Corporation duly organized under
(Name of Surety - Insurance Company)

the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly
(State)

bound unto the **CITY OF PADUCAH, KENTUCKY**, as Oblige, hereinafter called the Oblige, in the sum of:

$ _____ (_____ Dollars and _____ Cents)

which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these Presents.

WHEREAS, on the _____ day of _____, 20_____, the Principal entered into a contract with the **CITY OF PADUCAH, KENTUCKY**, for _____ Project, which Contract is by reference made a part hereof and is hereafter referred to as the Contract:

NOW, THEREFORE, the Condition of this Obligation is such that, if the Principal shall faithfully perform said Contract according to its terms, covenants, and conditions, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL: Signed and sealed this _____ day of _____ 20_____.

_____
(Principal - Bidder)

_____
(Title)

(SEAL)

SURETY: Signed and sealed this _____ day of _____ 20_____.

_____
(Surety - Insurance Company)

_____
(Title)

(SEAL)

Attach Surety Power of Attorney

FORM OF LABOR AND MATERIAL PAYMENT BOND

BOND NO._____

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter
(Name of Principal)

called the Principal and _____ a Corporation duly organized under
(Name of Surety - Insurance Company)

the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly
(State)

bound unto the **CITY OF PADUCAH, KENTUCKY**, as Oblige, hereinafter called the Oblige, in the sum of:

$ _____ (_____ Dollars and _____ Cents)

which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these Presents.

WHEREAS, on the _____ day of _____, 20_____, the Principal entered into a contract with the **CITY OF PADUCAH, KENTUCKY**, for _____ Project, which Contract is by reference made a part hereof and is hereafter referred to as the Contract:

NOW, THEREFORE, the Condition of this Obligation is such that, if the Principal shall pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply said Principal or said subcontractors with provisions and supplies for the carrying on of such work, then this obligation shall be null and void; otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this _____ day of _____ 20_____.

_____
(Principal - Bidder)

_____
(Title)

(SEAL)

SURETY: Signed and sealed this _____ day of _____ 20_____.

_____
(Surety - Insurance Company)

_____
(Title)

(SEAL)

Attach Surety Power of Attorney

NOTICE OF AWARD

TO: **CONTRACTOR**

PROJECT: **PROJECT**

After consideration of all Bids received for the above referenced **PROJECT**, you are hereby notified that your Bid dated _____, has been accepted as the responsive bid with the lowest bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

You are hereby required by the Information for Bidders to execute and deliver the Contract Agreement and to furnish the required Bond(s) and Certificate of Insurance within **Ten (10) calendar days** from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bond(s) and Certificate of Insurance within the stipulated time period, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER
CITY OF PADUCAH, KY

By: _____
City Engineer

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____(Name of Company), this the ____ day of _____, 20___.

By _____

Title _____

NOTICE TO PROCEED

TO: CONTRACTOR

PROJECT: PROJECT NAME

You are hereby notified to commence work in accordance with the Agreement dated **MONTH DAY, YEAR**, on or before **MONTH DAY, YEAR**, and you are to complete the WORK within **NUMBER OF DAYS (XXX) consecutive calendar days** thereafter. The date of completion of all WORK is therefore **MONTH DAY, YEAR.** The contract completion date shall be adjusted for all documented shut down periods and approved extensions as outlined in the specifications.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

OWNER
CITY OF PADUCAH, KY

By: _____
City Engineer

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____(Name of Company), this the ____ day of _____, 20___.

By _____

Title _____

PROGRESS AND COMPLETION OF WORK

NOTICE TO PROCEED

Following the execution of the Contract by the Owner, written Notice to Proceed with the work will be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work in a responsible and timely manner.

PRE-CONSTRUCTION CONFERENCE

Prior to issuance of the Notice to Proceed, a pre-construction conference will be held with representatives of the Contractor, Sub-Contractors and Engineer in attendance. Discussion will center on each party's responsibility towards the other, the Contractor's plans for prosecution of the work and subcontracting.

CONTRACT TIME

The work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed within **NINETY (90) consecutive calendar days** thereafter as stated in the Agreement. Every calendar day, except as provided herein, shall be counted as a working day.

SCHEDULE OF COMPLETION

The Contractor shall submit, at such times as may reasonable be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of work, the anticipated monthly payments to become due the Contractor, and estimated dates of completion of the several parts.

CHANGES IN THE WORK

The Owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the Contract. Compensation affected by the change shall be adjusted at the time of ordering such change.

EXTRA WORK

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as extra work. The Contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Engineer.

In the absence of such written order, no claim for extra work will be considered. Extra work will be performed in accordance with these Specifications where applicable and work not covered by the Specifications or Special Provisions shall be done in accordance with the best practice as approved by the Engineer. Extra work required in an emergency to protect life and property shall be performed by the Contractor as required.

EXTENSION OF CONTRACT TIME

A delay beyond the Contractor’s control occasioned by an Act of God, or act or omission on the part of the Owner as noted as Excusable Delays, may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the Contractor shall within ten (10) days of such occurrence, give written notice to the Engineer or cause of such delay and of his intention to request an extension of Contract time. If, on the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work to a period of time commensurate with the period of excusable delay.

EXCUSABLE DELAYS

The Contractor may request an extension of Contract time based on the following Excusable Delays, and the Contractor shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

(1) Any acts of the federal government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency;

(2) Any acts of the Owner;

(3) Causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the Owner, earthquake, fire, flood, epidemic, strike or work stoppage, freight embargo, and weather of unusual severity such as hurricane, tornado, cyclone and other extreme weather conditions; and

(4) Any delay of any subcontractor occasioned by any of the above-mentioned causes. However, Contractor must promptly notify the Owner within ten (10) days of the occurrence of a delay attributable to one or more of the aforementioned causes in writing of the cause of the delay.

INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his subcontractors, the Owner, including agents of the Owner, and the Engineer from claims for bodily injury, death or property damage, which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and shall have filed the certificate of insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Owner of intention to cancel.

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

1. Commercial General Liability-Occurrence:
    a. $2,000,000 Minimum General Aggregate,
    b. $2,000,000 Products & Complete Aggregate,
    c. $1,000,000 Personal & Advertising,
    d. $1,000,000 each occurrence.

2. Automobile Liability: $1,000,000 per accident
   Liability shall include all owned, non-owned, and hired vehicles in connection with this project

3. Employers Liability:
    a. $1000,000 Each Accident Bodily Injury
    b. $500,000 Policy limit Bodily Injury by Disease
    c. $100,000 Each Employee bodily Injury by Disease

4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
    a. Policy contains no deductible clauses -or-
    b. Policy contains $_____deductible property damage clause; however, Company will pay claim and collect the deductible from the Insured.

5. Kentucky Workmen's Compensation Insurance: The Contractor shall furnish evidence of coverage of all employees by executing and delivering to the Owner the Form included in the specifications.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

The Contractor shall obtain in the name of the Owner and shall maintain and pay the premiums for such insurance in such amount and with such provisions as will protect the Owner, its agents and employees, from contingent liability under this Contract and a copy of such insurance policy or policies shall be delivered to the Owner.

INDEMNIFICATION

The Contractor covenants and agrees to indemnify, hold harmless and render whole the Owner for any loss, cost, and expense, including attorney fees, which are incurred by the Owner for reason of the Contractor's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that the Contractor shall at all times indemnify and save the Owner harmless from any and all loss or damage which may be sustained by the Owner by reason of any negligent act or omission committed by the Contractor, and/or its employees and agents, in the performance of its work hereunder. The Contractor shall indemnify and save the Owner harmless from any and all claims, demands, and

causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

Notwithstanding the foregoing provisions, in the event loss or damage incurred by the Owner or claims, demands, or causes of action asserted against the Owner is attributable, in part, to the negligence of the Owner, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

Said indemnification shall also include reimbursement to the Owner for any attorney fees and court costs incurred by the Owner by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided; however, that in the event such attorney fees and costs of the Owner are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

The Contractor shall, at the time of his execution of the contract, furnish a **Corporate Surety Performance Bond** and a **Labor and Materials Payment Bond** in the sums equal to **One Hundred Percent (100%)** of the Contract amount. The bonds shall be used as security for the faithful performance of the Contract and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services employed or used by him in performing the work. Such Bonds shall be in the form included in the specifications and shall bear a date the same as or subsequent to, the date of the Contract. The person who signs for the Surety Company shall attach the current Power-of-Attorney to the Bond. These Bonds shall be signed by a Guaranty of a Surety Company authorized to do business in Kentucky. The Bonds of individual Sureties and bonds issued by partnerships or corporations not in the Surety business are not acceptable.

The Performance Bond shall remain in full force and effect through the guarantee period of **One (1) Year** from the date of substantial completion. The Labor and Material Payment Bond shall continue in full force and effect for a period of **Seven (7) Months** after the last labor is performed and/or materials are furnished to the Project.

TRAFFIC CONTROL

The Contractor shall provide adequate signs, barricades, caution lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public, including signing for any specific detours. All warning signs shall be in accordance with the Commonwealth of Kentucky's Department of Transportation and the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance, (MUTCD). This item shall be considered incidental to this contract, and no separate payment shall be allowed.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

~~PRIVATE PROPERTY~~

~~The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street, right-of-way, easement and/or site, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or~~

~~damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed by the Engineer~~.

DAMAGE TO EXISTING FACILITIES, PROPERTY, ETC.

The Contractor shall be responsible for the preservation of all public property, sidewalks, street, pavement, utilities, adjoining property, the work of other Contractors, trees, etc., along and adjacent to the street, right-of-way, easement and/or site, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed by the Engineer. The Contractor shall not enter upon private property for any purpose without obtaining permission.

The contractor shall at his own expense completely repair any damage thereto caused by his operations. Any and all methods of repair required shall be approved by the Engineer.

LOCATION OF UTILITIES

It shall be the Contractor's responsibility to familiarize himself with the location of all utilities or other obstruction with the specified limits of his construction, and to accurately determine the location of such utilities or obstruction, in order that he may prevent all damage thereto.

Prior to initiation of excavation, the Contractor shall locate all utilities in work area in accordance with applicable governmental rules, laws and regulations. Utilities can be contacted for location requests by calling "811" B.U.D. 1-800-752-6007. Officials of B.U.D. request at least 3 days lead time for notification requests.

The Contractor shall take appropriate measures to verify the locations of and protect utilities, expose utilities located within the required limits of work utilizing hand tools, provide proper support as required to prevent damage during construction, immediately notify utility owner any time damage occurs to a utility installation, repair damaged utilities in accordance with utility company procedures at no extra cost to the Owner, and take such measures as necessary to minimize any disruption of utility service.

CROSSING UTILITIES

When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor shall furnish a release from the proper authority before final acceptance of the work.

SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

ACCIDENT PREVENTION

The contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. as well as all OSHA requirements shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Engineer may determine to be reasonable necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", to the extent that such provisions are not in contravention of applicable law.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

"It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96". Additionally, the Contractor shall comply with all OSHA requirements in accordance with 23 CFR 634 and KRS 338.

COMPLIANCE WITH ALL LAWS

The Contractor shall be familiar with and comply with all Federal, State, County and City laws, by-laws, ordinances, and regulations, which control the work, actions and operations of those engaged or employed in the work or which affect materials used. The Contractor shall comply with all aforementioned governs and shall relieve the City of any or all claims made against the Contractor arising from violations of any such governs by the Contractor, his employees or his or their action. The Contractor shall be in good standing with all governmental entities and not be delinquent on any Federal, State, Local or property taxes, including penalty and interest charges.

GUARANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of **one (1)** year from the date of substantial completion. The Contractor warrants and guarantees for a period of **one (1)** year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustment, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

NON-BINDING MEDIATION

If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, the Owner and the Contractor may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.

Notice of the request for mediation shall be filled in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed in writing.

BREACH-DEFAULT

In the event of breach or default, the Owner shall be entitled to recover any costs and expenses incurred in enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

The Owner shall have the right to terminate the employment of the Contractor after giving five (5) days written notice of termination to the Contractor in the event of any default by the Contractor.

SPECIFICATIONS AND RELATED DATA

INTENT OF SPECIFICATIONS

The intent of the Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

SPECIFICATIONS

All Work and Materials associated with this Project shall equal or exceed the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, current edition, unless otherwise specified herein.

DRAWINGS AND SPECIFICATIONS

The Owner will furnish the Contractor, without charge, **three (3)** copies of the drawings and specifications. Additional copies may be obtained by the Contractor for the cost of reproduction.

DISCREPANCIES IN SPECIFICATIONS

Any discrepancies found between the Specifications and site conditions or any errors or omissions in the Specifications shall be immediately reported to the Engineer, who will promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

ADEQUACY OF SPECIFICATIONS

Responsibility for adequacy of the design and for sufficiency of the Specifications will be borne by the Owner. The Complete requirements of the work to be performed under the Contract will be set forth in the Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner. Specifications furnished will be in accordance with the Contract Documents and will be true and accurate developments thereof.

ADDITIONAL INSTRUCTIONS

Further instructions will be issued by the Engineer during the progress of the work by means of Drawings, or otherwise, to make the Specifications more clear or specific, or as may be necessary to explain or illustrate changes in the work to be done.

OWNERSHIP OF SPECIFICATIONS

All original or duplicated Specifications, and other data prepared by the Engineer, shall remain the property of the Engineer, and they shall not be reused on other work, but shall be returned to the Engineer upon completion of the work.

MEASUREMENTS

The Contractor shall be responsible for all field measurements. Owner will not take responsibility for dimensions.

TESTING

All materials, equipment, and construction shall be subject to testing in accordance with the Kentucky Transportation Cabinet Department of Highway Standard Specifications for Road and Bridge Construction, latest edition, as directed by the Engineer. The Contractor shall provide, at his expense, the necessary testing services required. Inspections, tests, or approvals by persons other than the Contractor shall not relieve the Contractor from his obligations to perform the testing required. All test results and reports are to be forwarded directly to the Engineer for approval upon completion.

ENGINEER-OWNER-CONTRACTOR RELATIONS

ENGINEER'S RESPONSIBILITY AND AUTHORITY

Throughout the performance of this Contract, the City Engineer ~~Public Works Director~~, or his designee, shall, in all respects, be acting as both Engineer and agent for the Owner being the City of Paducah. All work shall be done under the general supervision of the Engineer. The Engineer will decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work and interpretation of Drawings and Specifications.

ENGINEER'S DECISIONS

All claims of the Contractor shall be presented to the Engineer for decision that will be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which will be subject to mediation.

SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for a period or periods of time, as may be deemed necessary. This suspension may result from unsuitable weather, failure on the part of the Contractor to carry out the provisions of the Contract, lack of materials meeting the requirements of the Specifications, or such other conditions considered unfavorable for prosecution of the work. The Contractor shall not suspend operation without the Engineer's permission once work has begun.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subject, at all times, to inspection by the Engineer, and the Contractor shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

EXAMINATION OF COMPLETED WORK

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to
the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

CONTRACTOR'S SUPERINTENDENCE

A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and provide supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent will be considered given to the Contractor. In general, the Engineer's instructions will be confirmed in writing and will always be so confirmed upon written request from the Contractor.

RESPONSIBILITIES OF THE CONTRACTOR

SCOPE OF CONTRACTOR'S SERVICES

Except as otherwise specifically stated in the Contract Documents and specifications, the Contractor shall provide and pay for all materials, labor, tools, testing, traffic control, temporary facilities, grade control and staking, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver all improvements embraced in this contract, complete in every respect within the specified time.

COMMUNICATIONS

All notices, demands, claims, requests, instructions, approvals and proposals, must be in writing.

a. Notice to the Contractor
   Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the contract, or any other such office the Contractor may designate in writing to the Owner, or if deposited in the United States mail in a sealed, postage-paid envelop, by register mail, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
b. Notice to the Owner
   All papers required to be delivered to the Owner shall, unless specified in writing to the Contractor, be delivered to the City Engineer, City Hall, Paducah, Kentucky, and any such notice to or demand upon the Owner shall be sufficiently given if so delivered or if deposited in the United States mail in a sealed, postage-paid envelope, by registered mail, or if delivered with charges prepaid to any telegraph company for transmission to the above address, or any other such address as the Owner may subsequently specify in writing to the Contractor.
c. Time of Notices
   Any such notice shall be deemed to have been given as of the time of actual delivery, or in the case of mailing or telegraph, at the time of actual receipt.

SUPERVISION AND FINAL INSPECTION

The Engineer and/or his authorized representative will have personal supervision of the project during construction. Final inspection of the project shall be conducted in the presence of the Contractor and/or his authorized representative, the Owner and/or his authorized representative.

SUBCONTRACTING

The Contractor may utilize the services of a specialty Subcontractor on those parts of the works that, under normal contractor practices, are performed by specialty Subcontractors upon approval by the Engineer. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.

RECORD DRAWINGS

If required by the Owner, at the completion of the Work, the Contractor shall deliver to the Engineer, a complete intact copy of Record Drawings. It shall be the responsibility of the Contractor to maintain an accurate set of As-Built Drawings as work progresses. This set of “As-Built Plans” shall be kept on the job site at all times. The “As-Built Plans” shall accurately depict the location of the new facilities installed and any deviations made from the Drawings. Submission of the “As-Built Plans” will be required prior to issuance of final payment. In addition, verification by the Engineer that record drawings are periodically maintained will be required prior to each partial payment by the Owner.

MATERIALS AND WORKMANSHIP

MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work shall be new, meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated within the contract drawings and specifications that are necessary to complete the work shall be furnished by the Contractor at no extra cost to the Owner.

SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from any responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

STORAGE OF MATERIALS

Materials shall be stored as to insure the preservation of their quality and fitness for the work in accordance with manufacturer storage recommendations. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposed without the written permission of the Owner or lessee.

CHARACTER OF WORKMEN

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Engineer.

PREFERENCE TO LOCAL MATERIALS AND LABOR

The Contractor shall give preference to the purchase of local materials and to the employment of local labor for all operations. It is understood that such preference will be carried out only to the extent that it will not impair the Contractor's performance, and likewise is not to be construed as prohibiting the Contractor from using his regular organization.

REJECTED WORK AND MATERIALS

All materials that do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose, for which they are intended, will be rejected. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed, within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

FAILURE TO REMOVE DEFECTIVE WORK

Failure of the Contractor to remove defective work and re-execute the work within ten (10) days after written notice shall result in default by the Contractor.

CORRECTION OF FAULTY WORK AFTER PAYMENT

Correction of faulty work after final payment shall be in accordance with Section 01009 of these specifications.

MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

SUBSTITUTIONS

"Approved equal", "equal", and "equal with prior approval" phrases shall be defined as material and/or equipment of similar construction and equal quality only as approved by the Engineer. No substitutions or equivalents will be considered during the Contract Time, except for minor substitutions due to the unavailability of specified items.

Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalog number, it shall be understood that this is references for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve it's substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change on the contract price or contract time.

PATENTS

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

CLEANING UP

The Contractor shall, at all times, keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and, prior to completion of the work, remove any rubbish from and about the premises, and remove all tools, equipment, and materials, not the property of the Owner. Upon completion, and prior to final payment, the Contractor shall leave the premises in a neat, clean, and workmanlike condition satisfactory to the Engineer. All property, both public and private, which has been damaged in the prosecution of the work, shall be restored in an acceptable manner approved by the Engineer prior to final payment to the Contractor.

MEASUREMENT AND PAYMENT

REQUESTS FOR PAYMENT

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable support documentation and weigh tickets to substantiate the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted by the Contractor to establish the Owner's title to such materials.

Each Request for Payment shall be computed from the work completed on all items listed in the detailed breakdown of the Contract amount, less ten percent (10%) to be retained until final completion and acceptance of the work less liquidated damages, if any, and less previous payments. Where unit prices are specified, the Request for Payment shall be based on the quantities completed. Any oversight of work not included in the submitted Request for Payment can be included with the following monthly Request for Payment.

OWNER'S ACTION ON A REQUEST FOR PAYMENT

Within **Thirty (30) days** from the date of receipt of a Request for Payment with all required documentation attached, the Owner will:

a. Pay the Properly Completed Invoice upon approval of the Work, or
b. Pay such other amount as may be decided is due the Contractor, informing the Contractor in writing of his reasons for paying the amended amount, or
c. Withhold payment, informing the Contractor of his reasons for withholding payment.

OWNER'S RIGHT TO WITHHOLD

The Owner may withhold payment in whole or in part to the extent necessary to protect from the loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer.

a. Defective or incomplete work.
b. Evidence indicating the probable filing of claims by other parties against the Contractor.
c. Failure of the Contractor to make payments to subcontractors, material supplier or labor.
d. Damage to another contractor.

PAYMENTS FOR EXTRA WORK

Written notice of claims for payments for extra work shall be given by the Contractor within ten (**10**) days after receipt of instructions from the Owner, as approved by the Engineer, to proceed with the extra work, and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and materials shall be submitted to the Engineer. The Owner's order for extra work shall specify any extension of the Contract time and one of the following methods of payment:

a. Unit Prices
   Unit Prices or combinations of unit prices which formed the basis of the original Contract.
b. Lump Sum
   A lump sum based on the Contractor's estimate, accepted by the Owner, and approved by the Engineer.
c. Cost Plus Multiplier
   Actual cost plus a fixed fee, not to exceed fifteen percent (15%) of the cost of the work. The "cost of the work" shall be the actual cost of the following:
   1. Labor, including foremen.
   2. Materials entering permanently into the work.
   3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
   4. Power and consumable supplies for the operation of power equipment.
   5. Insurance.
   6. Social Security and unemployment contributions.

d. Negotiated Agreement

Supplemental agreement between the Owner and Contractor.

AFFIDAVITS OF PAYMENT

The Owner may request the Contractor at any time during construction to furnish appropriate affidavits of payment, waivers and releases of liens from any subcontractor or material supplier to the extent of the payment made for labor or materials furnished to the project. These shall be obtained upon forms approved by the Owner.

ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in accordance with the terms of the Contract Documents, the Engineer will certify his acceptance to the Owner and his approval of the Contractor's amount, plus all approved additions less all approved deductions, including liquidated damages, and less previous payments made. If required by the Owner, the Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the Owner will accept the work and release the Contractor, except as to the conditions of the required bonds, any legal rights of the Owner, required guarantees, and correction of faulty work after final payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the Project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as required by the guaranty period and as set forth in the bonding requirements.

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.

f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

_____ _____

Signature Printed Name

_____ _____

Title Date

Company Name _____

Address _____

_____

_____

Commonwealth of Kentucky Vendor Code (if known) _____

Subscribed and sworn to before me by _____ _____

(Affiant) (Title)

of _____ this _____day of _____,20___.

(Company Name)

_____

Notary Public

[seal of notary] My commission expires: _____