



DAVIESS COUNTY FISCAL COURT

212 St. Ann Street, Room 202
Owensboro, KY 42303
(270)-685-8424

www.daviessky.org County Government > Current Bid Documents

ISSUED: 07-22-2022

Invitation for Bid: 2223-13: KIRTLEY ANNEX EXTERIOR REPAIR PROJECT (COUNTY ATTORNEY)

BIDS SHALL BE ACCEPTED UNTIL: **THURSDAY, AUGUST 11, 2022**, @ 2:00 P.M. LOCAL TIME, AT WHICH POINT THEY WILL BE OPENED AND PUBLICLY READ AT THE DAVIESS COUNTY COURTHOUSE.

SPECIFICATION CONTACT

Joe Paul Bickett
Daviness County Public Works
270-685-8456
jbickett@daviessky.org

CONTRACT CONTACT

Jordan Johnson
Daviness County Fiscal Court
270-685-8424
jjohnson@daviessky.org

[SAMPLE ENVELOPE]

MAIL ONE (1) COMPLETE COPY WITH VENDOR AND BID INFORMATION AS SHOWN IN SAMPLE

Vendor Name
Vendor Address
Contact Number

Attn: Purchasing Department
Daviness County Fiscal Court
212 St. Ann Street, Room 202
Owensboro, KY 42303

SEALED BID: (Bid Name)

CONTRACT TERM AGREEMENT:
Upon Approval of Daviess County Fiscal Court

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid, the Vendor acknowledges that they have read, understand and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration. This Bid, if accepted, will constitute an Agreement and Contract with Daviess County, Kentucky, upon approval by Daviess County Fiscal Court. Prices are firm during this agreement term, unless agreed upon in writing by the County.

Company Name

Authorized Agent (Print)

Signature

Title

Address

City/State/Zip Code

E-Mail Address

Phone Number

_____/_____/_____
Date

Fax Number

2.0 BID FORM: 2223-13: KIRTLEY ANNEX EXTERIOR REPAIR PROJECT (COUNTY ATTORNEY)

THE LUMP SUM PRICING BELOW INCLUDES ALL LABOR, MATERIALS, BAILING, OVERHEAD, PROFIT, INSURANCE, TAXES, AND OTHER COSTS NECESSARY TO COMPLETE THE FURNISHED WORK. THE BIDDER IS SOLELY RESPONSIBLE TO PROVIDE SUFFICIENT MATERIALS, EQUIPMENT, AND EFFORT TO COMPLETE THE WORK.

TOTAL BID PRICE _____

ESTIMATED START DATE ____/____/____

ESTIMATED COMPLETION DATE ____/____/____

Any Exceptions to the Bid?* Yes No

*IF YES, INCLUDE DOCUMENTATION FOR ANY AND ALL EXCEPTIONS AND WHAT SECTIONS THEY PERTAIN TO. FAILURE TO PROPERLY RECORD EXCEPTIONS COULD RESULT IN IMMEDIATE REJECTION OF THE BID.

2.1 BID SPECIFICATIONS

- I. **SCOPE:** Daviess County Fiscal Court is seeking a qualified vendor to replace windows, awnings, and paint the exterior of the Robert M. Kirtley Judicial Annex in accordance with the project specifications.
- II. **WORK SITE:** Work will be performed at the Robert M. Kirtley Judicial Annex, 117 East 3rd Street, Owensboro, KY 42303.
- III. **WORK SITE INSPECTION:** The work site can be viewed at any time. It is strongly recommended that participants review the site with the Specifications Contact detailed on page 1 and perform their own measurements to ensure that all work areas and conditions are identified.
- IV. **PRODUCT SHEETS & PRODUCT EQUIVALENCY CLAUSE:** Product sheets are included in the bid document for exterior paint material. This is merely to convey the target performance desired by the County. It is not the intention of the specifications within this document to eliminate or discourage any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.
- V. **DRAWINGS:** A drawing is enclosed detailing the type of windows that are to be replaced.
- VI. **WINDOW & AWNING SPECIFICATIONS:** The Contractor shall perform the following:
 - a. Replace eight (8) of the fixed aluminum frame windows on the second floor (highlighted in blue in the drawings) on the Third Street end of the building. Replacement windows are to match existing.
 - b. Replace one (1) window located on the second floor of the elevator lobby on the public entrance side of the building (highlighted in blue in the drawings). Replacement windows are to match existing.
 - c. Replace all awnings on both the front and backside of the building. Replacement awnings are to be standard canvas awnings in black to match existing awnings. Contractor is to remove awnings prior to painting the building.
- VII. **PAINTING SPECIFICATIONS:** The Contractor shall perform the following:
 - a. Mask and cover adjacent areas for surface protection.
 - b. Hi-pressure wash the exterior brick surface of the building, cleaning off dirt and debris in preparation for coatings.
 - c. Apply two (2) full coats of Sherwin Williams Loxon XP exterior acrylic paint (or documented equivalent) to match the existing color.
 - d. Sand hollow exterior metal doors and frames and apply Sherwin Williams All Surface Enamel Oil Base paint (or documented equivalent). Contractor shall paint the entire frame and door to match the existing color.
 - e. Ensure public safety by providing signage and other necessary precautions during the performance of the work.
 - f. Obtain necessary permits to block the sidewalk during the performance of the work in accordance with Section 3.21.
 - g. Clean the work area once the project has been completed.

Loxon® XP

Waterproofing Masonry Coating-Flat

LX11-50 Series


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

Loxon XP is an exterior, high build coating that provides excellent flexibility, durability and weather resistance. This product will protect against wind-driven rain when used on concrete, CMU, stucco and shotcrete-gunite. It is highly alkali and efflorescence resistant. This may be applied to a surface with a pH of 6 to 13.

Apply directly to fresh concrete (at least 7 days old). Shotcrete/gunite surfaces may be painted after 3 days.

Can be applied over high pH (up to 13) substrates, no primer required.

Can be applied down to 35°F.

Color: Most Colors

1 coat system, brush, roller, or spray applied, coverage per coat:

Wet mils: 14.5-18.5

Dry mils: 6.5-8.4

Coverage sq.ft. per gallon 85-110

Can be applied up to 40 mils wet.

Coverage will vary with the substrate and the texture. Coverage on porous & rough stucco 80 square feet per gallon.

Drying Schedule @ 50% RH: temperature and humidity dependent.

@35-45°F @ 45°F+

Touch: 6 hrs 4 hrs

Recoat: 24-48 hrs 24 hrs

Drying time is temperature, humidity, and film thickness dependent.

Finish: 0-10 units @ 85°

Tinting with CCE only:

Base **oz.per gallon** **Strength**

Extra White 0-6 SherColor

Deep Base 4-12 SherColor

Ultra Deep 10-12 SherColor

Light Yellow 0-12 SherColor

Extra White LX11W0051

(may vary by color)

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 45 ± 2%

Weight Solids: 61 ± 2%

Weight per Gallon: 11.46 lb

Flash Point: N.A.

Vehicle Type: Proprietary Acrylic

Shelf Life: 36 months, unopened

Mildew Resistant:

This coating contains agents which inhibit the growth of mildew on the surface of this coating film. Passes ASTM D3273/D3274

COMPLIANCE

As of 2/4/2022, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N.A.
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	Yes
SWRI®- Wall Coating	Yes

APPLICATION

Temperature:

minimum 35°F

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Do not reduce

Airless Spray:

Pressure 2300 p.s.i.

Tip .021 inch

Brush Use a nylon/polyester brush

Roller Cover Use a ½ to 1½ inch nap synthetic roller cover.

The substrate and its condition will determine the application procedure. Considerations to minimize pinholes:

- 2 coat application with overnight drying between coats
- Spray application with backrolling
- Power rolling

Spray and backroll on porous & rough stucco to achieve required film build and a pin-hole free surface.

When the air temperature is at 35°F, substrates may be colder. Prior to painting, check to be sure the air, surface, and material temperatures are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

Do not reduce.

APPLICATION TIPS

For proper waterproofing performance and to resist alkalis, 2 coats of the coating **MUST** be applied between 14.5 -18.5 mils wet per coat.

A total dry film thickness of 13 - 16.8 mils of topcoat and a surface with 10 or less pinholes per square foot is required for a waterproofing system.

For extremely porous block a coat of Loxon Block Surfacers may be required to achieve a pinhole free surface.

For rehabilitating existing concrete water tanks, additional products may be used.

RECOMMENDED SYSTEMS

Concrete, Stucco, Concrete Block, CMU, Split-face Block, and other Cementitious surfaces

1 coat Loxon Acrylic Block Surfacers (if needed) or Loxon Conditioner (if needed)

1-2 coats Loxon XP

Previously Coated in good condition:

After power washing, apply 1 coat of Loxon XP over the surface.

Incidental Wood:

1 coat Exterior Latex Wood Primer 1-2 coats Loxon XP

Incidental Metal:

(steel, galvanized, or aluminum):

1 coat Pro Industrial Pro-Cryl Primer

1-2 coats Loxon XP

Waterproofing System:

- Two coats of topcoat
- 6.5 to 8.4 mils d.f.t. per coat
- 13 to 16.8 mils total dry film thickness
- 10 or less pinholes per square foot

Loxon® XP

Waterproofing Masonry Coating-Flat

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Concrete, CMU, Stucco:

On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Concrete and mortar must be cured at least 7 days at 75°F. Fill bugholes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Rough surfaces can be filled to provide a smooth surface.

Incidental Metal:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method. Primer required.

Incidental Wood:

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. Primer required.

Sealing and Patching—After cleaning the surface thoroughly, prime the concrete surface with Loxon XP, apply an elastomeric patch or sealant if needed, allow to dry, then topcoat.

To improve the performance, consider:

- Use caution when preparing the substrate to create a uniform surface.
- Cracks, crevices, and through-wall openings must be patched with an elastomeric patch or sealant.
- Fill voids and openings around window and doors with an elastomeric patch or sealant.
- Stripe coat all inside and outside corners and edges with 1 coat of Loxon XP coating.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PHYSICAL PROPERTIES

Do not paint on wet surfaces.

LX11W0051

Wind-Driven Rain Test : Pass
Method: ASTM D6904 7 day cure
2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Water Vapor Permeance:
(perms) 18.03 grains/h-ft²-in Hg.
Method: ASTM D1653 7 day cure @ 73°F & 50% RH: Method B, Condition A-Wet cup
2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Elongation : 312%
Method: ASTM D412, 7 day cure @ 72°F & 50% RH 20 inch per minute
2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Tensile Strength : 295 p.s.i.
Method: ASTM D412, 7 day cure @ 72°F & 50% RH 20 inch per minute
2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Flexibility:
Method: ASTM D522, 9 mils d.f.t., 1 day cure
Result: Pass 1/8 inch

Alkali Resistance:
Method: ASTM D1308, 7 day cure,
11.25 mils d.f.t.
Result: Pass

Chloride Ion Permeability:
Result: 243 coulombs
Result: "Very Low" Permeability Class

CO₂ Diffusion (anti-carbonation):
Method: ASTM F2476
Result: 344 meters
equivalent air thickness >50 meters to pass
8.0 g/m²/24 hrs

Crack Bridging: Class A5 Pass
Method: EN 1062-7 Method A
Result: up to 2.5 mm @ -10°C

Efflorescence:
Method: ASTM D7072-19
1 coat, 1 day cure, 7.2 d.f.t.
Result: Pass

Adhesion:
Method: ASTM D4541
2 coats, 7 day cure, 7.2 d.f.t. per coat
Result: 375 average p.s.i.

CAUTIONS

For exterior use only.

Protect from freezing.

Non-photochemically reactive.

Not for use on horizontal surfaces (floors, roofs, decks, etc.) where water will collect.

Not for use below grade. Will not withstand hydrostatic pressure.

Before using, carefully read **CAUTIONS** on label.

ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 2/4/2022 LX11W0051 27 00
FRC, SP

CLEANUP INFORMATION

Clean spills, splatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

3.00 BID REQUIREMENTS: This and all other pages/sections are inclusive in the bid specifications and are agreed upon in the Contract Term Agreement as Contractual Provisions.

3.01 REQUIRED DOCUMENTS: Bidders must submit the Contract Term Agreement (Page 1) and the Bid Form (Page 2) from this document. This document is agreed to in full by completion of these two pages. All required bonds, licenses, or certificates of insurance must accompany the participant's bid on submission in addition to any and all documentation requested in the bid specifications. Failure to do so risks immediate rejection of the bid.

3.02 DEFINITIONS:

- I. The term "County" means Owner and Daviess County, Kentucky and its designated representatives.
- II. The term "Vendor" means Supplier, Contractor, Bidder, Participant and Seller and includes designated representatives.
- III. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

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

3.04 NEW GOODS, FRESH STOCK: Where applicable and unless otherwise specified, all contractors shall provide new commodities, fresh stock, latest model, design or package.

3.05 METHOD OF AWARD: This bid will be evaluated on the evaluation criteria established in the bid specification and awarded based on the best evaluated bid.

The County reserves the right to reject any and all bids or parts thereof, and to waive any irregularities in said bids. The right is reserved to award bids based on the best interest and/or what is most advantageous to the County. The County also reserves the right to consider as a part of the bid evaluation the stated warranty, stated delivery schedule and payment terms. Award will be made, according to the opinion of the Daviess County Fiscal Court, to the best evaluated bid.

3.06 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- I. The Prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- II. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- III. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

3.07 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

3.08 PRICE: All prices shall be quoted exclusive of any taxes. The Daviess County Fiscal Court is exempt from Federal Excise Tax and/or Kentucky Sales Tax. Any items supplied directly to Daviess County Fiscal Court from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales and use tax.

Note 1: In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Note 2: Bidders must provide manufacturer's product literature (if available) and appropriate with the bid submission.

Note 3: Prices quoted shall remain firm and open to acceptance by the County for a minimum period of sixty (60) days after bid opening.

3.09 SHIPPING CHARGES: All items quoted shall be "F.O.B. Destination". No additional freight charges will be allowed.

3.10 BID SUBMISSION INFORMATION:

Separate sealed bids shall be received by the Daviess County Fiscal Court, P. O. Box 1716, Owensboro, KY 42302-1716.

SAMPLE ENVELOPE

Vendor Name	
Vendor Address	
Contact Number	Attn: Purchasing Department Daviess County Fiscal Court PO Box 1716 Owensboro, KY 42302-1716
SEALED BID: (<i>Bid Name</i>)	

Bids must be received by the date and time specified on page 1 of this document. Any bids received after that date and time will not be accepted. Specifications are on file at the Daviess County Judge Executive's Office at 212 St. Ann Street, Room 202, Owensboro, KY 42303, or by calling 270-685-8424.

3.11 BID OPENINGS: Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

3.12 DELIVERY: Deliveries shall be made in strict accordance with any delivery schedule or instructions contained in the bid specifications and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the Contract Termination clause. If the Contract includes multiple locations for delivery, deliveries are to be made to the locations specified by the County at the time of order.

3.13 INSPECTION, ACCEPTANCE AND APPROVALS: Goods at all times and places, including the period of manufacture, are subject to inspection and test by the County. The County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from the County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to the County.

3.14 WARRANTY: Unless otherwise agreed to in writing by the parties, the Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by the County. If the items were not ordered to specifications, the Supplier warrants they will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to the County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. The County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at the Supplier's expense. Return to the Supplier of any defective or non-conforming goods and delivery to the County of any corrected or replaced goods shall be at the Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by the County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance, and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

3.15 CHANGE ORDER: The County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the

change, provided, however, the County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

- 3.16 PAYMENT:** Payment will be made to the Supplier within 30 days or less after delivery of goods or services and submission of certified invoices. Price is tax-exempt. Unless further detailed in the bid specifications, or unless the Contract is for multiple purchases over a given period, a single payment will be issued in the amount of the Total Bid Price.
- 3.17 SELLER'S INVOICES:** Invoices shall contain the following information: Bid Number, Purchase Order Number (if supplied), Contract description of goods or services, sizes, quantities, unit prices and extended totals.
- 3.18 COMPLIANCE WITH APPLICABLE LAWS:** Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Kentucky or any other Governmental authority or agency in the manufacture or sale of the goods or services.
- 3.19 CHOICE OF LAW:** This bid and Contract shall be governed and interpreted according to the laws of the State of Kentucky. Venue for any court action shall be in Daviess County, Kentucky.
- 3.20 BID DEPOSITS / BONDS:** Bid deposits / bonds are not required unless specified in the bid specifications section of this document. If required, bid deposits / bonds must be in the exact amount as stipulated.
- 3.21 PERMITS AND CODES:** Unless otherwise set out in the specifications or required by the agencies involved, the Contractor shall make application for, obtain and pay for all licenses and permits necessary for the prosecution of the Work and shall pay for all fees and charges in connection therewith. The Contractor shall be required to comply with all state or municipal ordinances, laws, and/or codes in so far as the same are binding on the Owner.
- 3.22 CONTRACT TERMINATION:**
- I. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County with a thirty (30) day written notice. The Vendor may only terminate the Contract with consent of the County in writing, and must give the County a sixty (60) day written notice to request termination of the Contract. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
 - II. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
 - III. Default: The County may terminate the whole Contract or any part in either of the following circumstances:
 - A. If Supplier fails to deliver the items required by the contract within the time specified; or
 - B. If Supplier fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms. In the event of termination under subparagraph B, the County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of the County provided in subparagraph B shall be in addition to any other rights provided by law or the Contract.
 - C. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the Supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

- 3.23 RENEWAL OPTION:** If applicable, the County reserves the right to extend the awarded contract for one (1) additional one-year term with the written consent of the awarded Vendor for up to a maximum of four (4) consecutive extensions.
- 3.24 NON-EXCLUSIVE AGREEMENT:** The Contractor shall understand and agree that the Contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or projects from other sources at any time in conjunction with or in replacement of the Contractor's services.
- 3.25 BUSINESS LICENSE:** Where applicable, the Contractor must have a valid City of Owensboro or Daviess County Fiscal Court business license for the prosecution of work. The Contractor must provide proof of this license to the County either by attachment to bid submission or post award (for applicable Contracts). The Contractor must pay any Occupational Tax / Net Profit Tax resulting from business activity within Daviess County.
- 3.26 INSURANCE REQUIREMENTS:** Where applicable, the Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky or in the state where the Vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Kentucky, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contractor is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies must name the County as an additional insured. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Daviess County, Kentucky and the same shall be incorporated into any Contract agreed to by the parties.

WHERE APPLICABLE, THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE BE PROVIDED WITH EACH BID. DAVIESS COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

I. Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of this insurance shall not be less than:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Products – Completed Operations Aggregate Limit
- \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations)

II. Workers Compensation Insurance

The Vendor/Contractor or his sub-contractor or contractors shall maintain and keep in force of this Contract such Workers Compensation insurance limits as required by the statutes of the State of Kentucky and Employer's Liability with limits no less than the Kentucky Workers Compensation statutory limits.

III. Professional Liability Insurance

Where applicable, the Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims which might arise as a result of the operation of the

Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000. Should any work be subcontracted, these limits will also apply.

3.27 ALTERNATE & EQUIVALENT BIDS: It is not the intention of the specifications within this document to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.