



**DAVIESS COUNTY FISCAL COURT**

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

[www.daviessky.org](http://www.daviessky.org) County Government > Current Bid Documents

**ISSUED: 07-22-2022**

**Invitation for Bid: 2223-14: PAVEMENT MAINTENANCE & STRIPING (OPERATIONS CENTER)**

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](mailto:jbickett@daviessky.org)

**CONTRACT CONTACT**

Jordan Johnson  
Daviness County Fiscal Court  
270-685-8424  
[jjohnson@daviessky.org](mailto: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: 2223-14: PAVEMENT MAINTENANCE & STRIPING (OPERATIONS CENTER)**

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 perform asphalt repair, seal coat and crack seal all asphalt driveways and parking lots, and stripe all parking lots at the Daviess County Operations Center and the Daviess County Animal Shelter.
- II. **PRE-BID MEETING:** A mandatory pre-bid meeting will be held at the Daviess County Operations Center located at 2620 Highway 81, Owensboro, KY 42301 on Tuesday, August 2, 2022 @ 9:00 AM local time.
- III. **WORK SITE:** Work will be performed at the Daviess County Operations Center and Daviess County Animal Shelter, both located at 2620 Highway 81, Owensboro, KY 42301.
- IV. **PERFORMANCE OF WORK:** All work must be performed during weekends only. The bidder shall barricade/caution tape off areas that are to be crack sealed until hot rubber has cured and allow for the facility to remain functional throughout the week in the event the project takes multiple weekends to complete. Safety and traffic precautions shall be in place throughout the performance of the work.
- V. **PRODUCT SHEETS & PRODUCT EQUIVALENCY CLAUSE:** Product sheets are included in the bid document for pavement sealer and sealing 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.
- VI. **GENERAL SPECIFICATIONS:**
  - a. **SEAL COATING & CRACK SEALING:**
    - i. Provide safety protocols when work is taking place such as barricades and roping off the work areas. Areas that are to be crack sealed shall be barricaded/caution taped until hot rubber has cured.
    - ii. Apply two (2) coats of SEALMASTER LP SEALER asphalt sealant or documented equivalent.
    - iii. Clear entire area and remove all dirt and debris. During the initial cleaning, all joints and cracks will be heat lanced. Any loose material shall be disposed of by the contractor.
    - iv. Torch all grass edges and cracks to kill vegetation and prime from crack filling.
    - v. Repair all cracks using CRACKMASTER PARKING LOT GRADE Product No. M1075L or documented equivalent.
    - vi. Trim around all concrete edges/metal building to ensure professional finish.
    - vii. All areas of petroleum saturation shall be burned, scraped (using a steel bristled broom) and coated with primer.
    - viii. Mix sealant per manufacturer's specifications.
    - ix. The sealing material shall not be applied when weather is foggy or when rain threatens.
    - x. All material used must have proper certification.
    - xi. Written one (1) year warranty shall be provided on product and workmanship.
  - b. **STRIPING:** Bidder shall stripe parking lots at the Daviess County Operations Center and Daviess County Animal Shelter in accordance with the existing layout. Striping will take place after seal coating/crack seal has cured. Standard parking stall shall consist of white paint and ADA parking stalls shall consist of blue paint and standard symbol. The bidder shall replace one (1) parking block to match existing blocks and add one (1) painted handicap symbol, both of which shall be identified by the specifications contact during the pre-bid meeting.
  - c. **ASPHALT REPAIR**
    - i. Five (5) areas shall be milled and repaved. Areas will be identified in the pre-bid meeting and potential bidders will be provided a map detailing the locations. The repair sites will have to be measured by the bidder. Contractor shall submit measurements of all repair sites with the bid.
    - ii. Bidder shall mill all areas to full depth and repave with Binder Asphalt. Repairs are to be uniform in shape. Bidder shall saw cut joints after milling is complete to establish clean joints.
    - iii. Milling and debris is to be hauled off and disposed of by the Contractor.

## SEALMASTER LP SEALER

**SMT-108**

REVISED 10/1/18

### PRODUCT DESCRIPTION & BENEFITS

SealMaster LP Sealer is a clay-stabilized, fuel resistant water based pavement sealer designed to protect and beautify asphalt pavement. LP Sealer is formulated to be job-mixed with water and aggregate.

### BASIC USES

SealMaster LP Sealer is designed to beautify and protect asphalt pavement surfaces including parking lots, airports, driveways, shopping malls, roadways, and more.

### COMPOSITION

SealMaster LP Sealer is a clay-stabilized, fuel-resistant water based pavement sealer fortified with special surfactants to promote superior adhesion and durability. Select aggregate is job-mixed to produce a slip-resistant coating.

### SIZES

SealMaster LP Sealer is available in 4,000 gallon bulk tankers, 55-gallon drums, and 5-gallon pails.

### COLOR

SealMaster LP Sealer dries to a deep, rich black color.

### LIMITATIONS

SealMaster LP Sealer shall not be applied when temperature is expected to drop below 50°F at any time within a 24 hour period after application.

### ENVIRONMENTAL CONSIDERATIONS

SealMaster LP Sealer does not contain coal tar. LP Sealer is a water based pavement sealer containing less than 50 grams per liter volatile organic content (VOC).

### PHYSICAL CHEMICAL PROPERTIES

SealMaster LP Sealer is a premium quality pavement sealer that meets the following material requirements when tested in accordance with ASTM D 140, ASTM B117, ASTM D 529, ASTM D 2939, and ASTM D244 procedures. (see chart below)

### INSTALLATION

Surface must be clean and free from all loose material and dirt. Pavement surface repairs should be made with a suitable hot or cold asphalt mix. Cracks should be filled with SealMaster hot pour or cold applied crack fillers. Treat all grease, oil, and gasoline spots or stains with SealMaster Petro Seal™ or Prep Seal™.

### METHODS

SealMaster LP Sealer shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

TEST	SPECIFICATIONS	RESULT
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.	PASSES
Chem. & Physical Analysis		
- Non Volatiles %	45-48%	PASSES
- Ash Non Volatiles %	30 - 40	PASSES
- Solubility of Non Volatiles in CS <sub>2</sub> %	20 Min.	PASSES
- Specific Gravity 25°C	1.20 Minimum	PASSES
Drying Time	8 hr. Max	PASSES
Adhesion & Resistance to Water	No Penetration or Loss of Adhesion	PASSES
Resistance to Heat	No Blistering or Sagging	PASSES
Flexibility	No Cracking or Flaking	PASSES
Resistance to Impact	No Chipping, Flaking or Cracking	PASSES
Resistance to Volatilization	10% Loss in Weight Max.	PASSES
Wet Film Continuity	Smooth, Nongranular Free from Coarse Particles	PASSES
Resistance to Kerosene	No loss of adhesion or penetration	PASSES

# SEALMASTER LP SEALER

**SMT-108**

**REVISED 10/1/18**

## MIXING PROCEDURES

For optimum results, SealMaster LP Sealer Pavement Sealer shall be mixed in accordance with the following mix design (based on 100 gallons for ease of calculation):

LP Sealer Concentrate..... 100 gallons  
 Water.....20-35 gallons  
 Sand\* ..... 200-300 lbs.

\*(40-70 mesh AFS rating)

## IMPORTANT

The above mix design is a typical recommendation. Alternative mix designs may be substituted to account for local pavement conditions and use of other pavement sealer additives. However, in all cases sand shall be used in the mix design.

## APPLICATION:

For optimum performance and durability apply two coats of properly mixed SealMaster LP Sealer. A third coat of mixed LP Sealer may be applied to high traffic areas such as entrances, exits, and drive lanes.

## APPLICATION RATE OF MIXED LP SEALER:

Apply properly mixed LP Sealer (LP Sealer Concentrate, Water, Sand, Additive) at a rate of .11 to .13 gallon per square yard (70-82 square feet per gallon) per coat.

## ESTIMATING MATERIAL REQUIREMENTS:

To estimate gallons of SealMaster LP Sealer Concentrate required to cover a specific area use the following coverage rate:

- One gallon of SealMaster LP Sealer Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

## NOTE:

Coverage rates may vary due to pavement age and porosity.

## PRECAUTIONS:

Both surface and ambient temperature shall be a minimum of 50°F in a 24 hour period following application. New asphalt surfaces should be allowed to cure a minimum of four weeks under ideal weather

conditions (70°F) before applying LP Sealer. Keep out of reach of children. Do not store unopened drums or pails in freezing temperatures.

## WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

[www.sealmaster.net](http://www.sealmaster.net)



# CRACKMASTER PARKING LOT GRADE

Product No. M1075L

SMT-195

REVISED 06/24/20

### PRODUCT DESCRIPTION

A premium quality crack and joint sealing material that resists tracking at elevated temperatures and remains flexible down to -10°F. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster Parking Lot Grade forms a lasting seal that resists tracking in warm climates.

### USES

CrackMaster Parking Lot Grade is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements. It is ideally suited for parking lots.

### COMPOSITION

CrackMaster Parking Lot Grade is supplied in solid blocks comprised of asphaltic resins and synthetic polymer rubber.

### SIZES

CrackMaster Parking Lot Grade is supplied in 50 lb. cardboard cartons containing two 25 lb. blocks of material per carton.

### COLOR

Black.

### LIMITATIONS

Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application. Not recommended for cracks in excess of 1" wide.

### TECHNICAL DATA

CrackMaster Parking Lot Grade meets the following material requirements when tested in accordance with ASTM D-5329. (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	370-390°F
Maximum Heating Temperature	410°F
Heating Time	12 Hours
Cone Penetration at 77°F	35 Max.
Resiliency	60%
Flow at 140°F (5h)	0 mm
Softening Point	200°F Min
Specific Gravity	1.18
Asphalt Compatibility	Compatible
Viscosity @ 370	25 ± 10 poise

### ENVIRONMENTAL CONSIDERATIONS

CrackMaster Parking Lot Grade is considered a non-hazardous material.

### INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.

### METHODS

CrackMaster Parking Lot Grade shall be melted in a conventional oil-jacketed unit equipped with an agitator and temperature control device for both material and heat transfer oil. Carefully insert blocks of material (with plastic bag) into the melting equipment while the agitator is turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (370-390°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

### IMPORTANT

Protective apparel is recommended with application of CrackMaster Parking Lot Grade. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hard hat with face shield; long sleeved shirt buttoned at the wrist; heat resistant gloves; long, cuffless pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

### MIXING PROCEDURES

Use material as supplied. Do not blend with other materials. After CrackMaster Parking Lot Grade is melted it should be agitated or recirculated.

### APPLICATION

Apply heated CrackMaster Parking Lot Grade using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide).

**CRACKMASTER  
PARKING LOT GRADE**  
*Product No. M1075L*

**SMT-195**

REVISED 06/24/20

The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

**ESTIMATING MATERIAL REQUIREMENTS**

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.9 lbs.
3/8"	1/2"	9.3 lbs.
1/2"	1/2"	12.3 lbs.
1/2"	1"	24.7 lbs.
3/4"	1/2"	18.5 lbs.
3/4"	3/4"	27.8 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

**PRECAUTIONS**

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

**WARRANTY AND DISCLAIMER**

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

[www.sealmaster.net](http://www.sealmaster.net)

**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

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

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.