

**SPECIFICATIONS**  
**COMMUNITY CENTER DRAINAGE PROJECT 2025**

**Scope of Work**

The successful bidder shall perform the following:

1. Complete the Drainage Improvement Plan for the City of Middletown Community Center drafted by the City's engineer for the project, Kent Gootee with Mindel Scott, in accordance with all the specifications and plan notes. The project must be completed by the 31<sup>st</sup> day of March 2026.

**GENERAL SPECIFICATIONS**

The specifications required by the City of Middletown, Kentucky for the person, firm or corporation receiving any contract to perform services for the City:

The successful Contractor agrees to the following:

1. Maintain adequate telephone facilities in specification to receive any complaints directly from the city. Produce list of at least three client referrals.
2. Render, prior to the fourth Monday of each month, its invoice for services furnished in the preceding month. Payments by the City will be due thirty (30) days net, following the inspection and acceptance of the work completed and receipt of Contractor's invoice.
3. Contractor agrees to complete performance under this Specification, free and clear of all liens, claims, and encumbrances. Before payment, Contractor's work must pass inspection and in all respects be of a high quality and sufficient for a public project. Contractor shall warrantee its work for one year from date of installation.
4. If Contractor fails to perform the work in accordance with the referenced plans and specifications, the contract may be voided at the pleasure of the City and the City may employ the services of another vendor to provide substitute services. City may without liability terminate the whole or part of payment under this specification until the work is finished, at which time, if the unpaid balance of the amount to be paid Contractor under the specification shall exceed the City's cost of finishing the work, plus any damage incurred through default of the Contractor, such excess shall be paid by City to Contractor; if such amount exceeds such unpaid balance Contractor shall be liable for and shall pay difference to City.
5. Except as otherwise specifically provided in the specification, Contractor shall not subcontract any part of the work -- without City's consent. Such consent, however, shall not relieve Contractor of any of its obligations. The provisions of this article do not apply

to purchase of raw materials, standard commercial supplies, qualified products list and hardware items.

6. The City of Middletown has a business license and occupational tax. Contractor shall register and inform its subcontractors that they are required to register with the City of Middletown, obtain a business license and pay any occupational tax required.
7. Contractor must submit a schedule for completion of its work with its bid. The work must be completed within the time submitted in the bid, unless additional time to complete is allowed at the sole option of the City of Middletown.
8. Contractor agrees to comply with the applicable provisions of any Federal, State or Local law or Ordinance and all specifications, rules, and regulations issued thereunder.
9. Contractor's relationship and that of its agents, servants, and employees to City in the performance of the specification shall be that of an independent contractor and not as an agent, servant or employee of the City, and no person employed by contractor shall be entitled to participate in or receive any benefits under pension, insurance or other employee benefit plans of City.
10. Contractor is encouraged (but not required) to provide with its bid an option of posting a performance bond for this project. Contractor shall set out in its bid any additional cost for providing a performance bond, the inclusion of which is at the sole option of the City.
11. The Contractor shall indemnify and hold harmless the City of Middletown and its agent and employees from and against all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of the contract provided that such claim, damage, loss or expense (1) is attributable to personal injury, bodily injury, sickness, disease or death, or injury to or destructions or property, including the loss of use resulting therefrom, or from Contractors failure to pay its subcontractors, and (2) is not caused by any negligent act or omission or willful misconduct of the City of Middletown or its employees acting within the scope of their employment.
12. The Contractor shall procure and maintain insurance policies as described herein and for which the City of Middletown shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be canceled or materially amended without the City of Middletown having been provided at least fifteen (15) days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the City of Middletown before the expiration date. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and

maintain, until the work is completed and accepted by the City, minimum insurance coverage as follows:

<b>TYPE OF COVERAGE</b>	<b>LIMITS</b>	
Workmen's Compensation/Unemployment	Statutory Minimums	
Comprehensive General Liability	\$500,000.00	\$1,000,000.00
	Each person	Each Accident
Property Damage	\$200,000.00	\$400,000.00
	Each accident	Aggregate
Equipment/Vehicle Liability	\$500,000.00	\$1,000,000.00
	Each person	Each accident

13. Before commencing performance of the Work, Contractor shall arrange with his insurers to certify that:

- 1) City named as co-insured, and that
- 2) Such insurance is in force and may not be canceled without fifteen (15) days prior written notice to the City.

This Insurance Certificate and any subsequent notification of policy change(s) or cancellation(s) shall be forwarded to:

Middletown City Hall  
Brittany Veto, Clerk  
P.O. Box 43048  
Louisville, KY 40253-0048

The contract shall be awarded to the lowest and best Contractor, which will be the best overall bidder after evaluation of the bid proposals on objective criteria other than price, including:

- (a) Demonstrated effectiveness and reliability in similar projects,
- (b) Examples of the quality of prior work,
- (c) Recommendations from clients, and
- (d) Evidence that the contractor has the resources (currently available manpower, equipment, knowledge and experience) to complete the project in the time frame required.

Bidders shall submit information with its sealed bid addressing (a), (b), (c) and (d); and each sealed bid that be submitted no later than 11:00 a.m. on the 6<sup>th</sup> day of January 2025 at the City Hall located at 11803 Main Street, Middletown KY 40243, where the bids will be opened and read. The city reserves the right to reject any or all bids. The City reserves the right to reject all bids and waive minor bid irregularities. The contractors must produce proof of adequate insurance.