

# **CITY OF HIGHLAND HEIGHTS, KENTUCKY GENERAL CONTRACT AGREEMENT STORAGE BUILDING ADDITION**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year two thousand and twenty-two, by and between the CITY OF HIGHLAND HEIGHTS, KENTUCKY, herein called the "City", acting herein through its mayor or designee, a corporation, and COMPANY NAME. a (strike inapplicable terms) (Corporation) (partnership) (an individual) doing business as Company name, of \_\_\_\_\_, Kentucky, County of \_\_\_\_\_, State of Kentucky, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the owner, the Contractor hereby agrees with the City to commence and complete the construction under the terms as stated in the information for bidders and general conditions and described as follows:

STORAGE BUILDING ADDITION PROJECT, hereinafter called "The project", for the sum of (written cost) (\$ number cost).

## **1. PERFORMANCE OF WORK**

- A. The Contractor agrees to do all the work and furnish all the materials of every kind, tools and appliances of every nature, necessary or proper for performing and completing the work required by this contract in accordance with the conditions and prices stated in the proposal, the information for bidders and general conditions, the scope of work, plans and/or specifications, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof all of which are made a part hereof and collectively evidence and constitute the contract marked STORAGE BUILDING ADDITION PROJECT for identification.
- B. The Contractor shall perform and complete the entire work under the direction of, and/or to the satisfaction of Steve Lehman, Public Works Director; and Building Inspector, and the Contractor shall conduct his or her work so as to minimize interference with public and private business and travel. He or she shall, at his or her own expense, whenever necessary or required, provide barricades and shall take such other precautions as may be necessary to protect life, property, buildings, and structures; and shall be liable for all damages occasioned in any way by his or her act of neglect or that of his or her agents, subcontractors, employees, or workers.

## **2. DATES OF BEGINNING AND COMPLETION OF WORK**

The Contractor agrees to begin the work on or before a date to be specified in a written "Notice to Proceed" from the City, and to fully complete the work embraced in this contract with speed and diligence so as to complete the Work within 90 consecutive calendar days thereafter. The Contractor agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in the General Conditions. The "Notice to Proceed" will be issued upon receipt of all required documents from the Contractor.

### 3. SKILLED WORKERS

The Contractor shall employ only competent workers in the work and all work shall be performed in a workmanlike manner and in compliance with all applicable building codes.

### 4. EMPLOYMENT OF LABOR

The Contractor, in the construction of the work herein contracted for, in the employment of mechanics and laborers, shall give preference to citizens of the City and County of Campbell.

The Contractor agrees that he or she is as fully responsible to the City for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them as he or she is for the acts and omissions of persons directly employed by him or her.

### 5. INSURANCE

Contractor shall provide and maintain, and shall require subcontractors, if any, to provide and maintain, with forms and insurers acceptable to the City and having a Best Rating of not less than A+ (or another rating acceptable to the city) for the following insurance coverage's:

- (a) Insurance protection for Contractor's employees to the extent required by the Workers' Compensation Law of the states where this work will be performed and where same is not applicable or if necessary to provide a defense to the city, Employers Liability Protection (covering both City and Contractor) for Contractor's employees for no less than \$1,000,000 per employee.
- (b) Commercial General Liability Insurance, written on an occurrence basis only with a combined single limit of no less than \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury, broad form property damage, (including completed operations), personal injury (including contractual and employee acts), blanket contractual, contractor's protective, and products and completed operations. Further, the insurance shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground). This coverage should be obtained if the contract involves blasting, excavating, tunneling or other underground work. Said insurance shall contain a severability of interest's provision. The products and completed operations coverage shall extend for (2) years past acceptance, cancellation, or termination of Services.
- (c) Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence, with respect to all vehicles used in performance of the services, whether owned, non-owned, leased, hired or assigned.
- (d) If applicable, Builders Risk Insurance in the amount of 100 percent of the contract amount of the building or buildings to be constructed. Unless otherwise specified, the Contractor shall provide and maintain a builder's risk policy inclusive of fire, extended coverage, vandalism and malicious mischief insurance. The policy will cover the interest of the city and the contractor and a certificate of insurance evidencing such coverage shall be secured and presented to the city prior to the start of construction.

The policies required by this section shall be endorsed to include the City as additional insured's and shall stipulate that the insurance shall be primary insurance and that any insurance carried by the City, its directors, officers, public officials or employees shall not be contributory insurance.

Contractor and its insurers providing the required coverages shall waive all rights of recovery against the City and its directors, officers, public officials, employees and agents.

Prior to commencing any services under this contract, Contractor will furnish the City with certificates of insurance issued by Contractor's insurer(s), as necessary, in a form acceptable to the City, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage's, conditions, and limits required by the section are in full force and effect. City also reserves the right to request and receive certified copies of any and all such Insurance policies and or endorsements. City shall not be obligated however to review such insurance certificates, policies and endorsements, or to advise Contractor of any deficiencies in such documents, and such receipt shall not relieve Contractor from or be deemed a waiver of the City's right to insist on strict fulfillment of Contractor's obligations herein. Contractor's Certificates of Insurance shall provide for no less than thirty days advance notice of cancellation, termination or alteration. All such certificates, endorsements and notices shall be sent directly to the City.

#### **6. REQUIRED DOCUMENTS**

The Contractor, in addition to the required insurance, must submit proof of a current City business license before beginning the project. The Contractor will also need to complete a Form W-9, Request for Taxpayer Identification Number and Certification. The Contractor will also be responsible for acquiring any permits as needed.

#### **7. GUARANTY**

The Contractor guarantees, for a period of one year from and after the date of the final payment hereunder, that the work done and materials furnished shall be free from failures, defects, or flaws.

#### **8. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising from the execution of the work under this contract.

#### **9. MATERIALS FURNISHED AND SERVICES RENDERED**

The person or corporation entering into this contract will pay for all materials furnished and services rendered in the performance of the work of this contract, and any person or corporation furnishing such materials or rendering such services, may maintain an action thereon to recover for the same against the Contractor, as though such person or corporation was named a party of the contract. Prior to payment of all or part of the contract price, Contractor shall execute a statement confirming that there are no unpaid mechanics or material liens.

#### **10. PAYMENT**

Final payment will be made within thirty (30) days after the project is completed and approved by the City and an invoice is received unless interim payment schedules have been arranged between the contractor and the City.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first aforesaid.

**CONTRACTOR**

**THE CITY OF HIGHLAND HEIGHTS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

City Manager

STATE OF KENTUCKY)  
  ) SS  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF KENTUCKY)  
  ) SS  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

DRAFT