

# CONTRACT FOR SERVICES

This Contract for Services made and entered into this \_\_\_\_\_ day of July 2018 by and between the City of Morehead, Kentucky, hereinafter "City" and Owens Building & Contracting "Contractor".

A. Duties – The Contractor shall construct a Restroom Room/Mechanical Room for the Splash Pad at the Don Greenhill City Park in accordance with the drawings and requirements attached hereto. Contractor shall use buff split-face block and a metal roof complimentary to the Splash Pad. Additionally, the following documents are attached hereto and made a part of this contract:

1. Owens Building & Contracting Bid Submission; and
2. Morehead Splash Pad & Restroom Facility Project Manual  
July 2018

B. Term – All duties must be substationally completed by September 10, 2018 with a final completion date of September 24, 2018; time is of the essence.

C. Insurance and Bonding – The Contractor shall, upon execution of the Contract for Services, provide to the City proof of general liability insurance in the amount of \$500,000.00, with the City named as certificate holder. Additionally, the Contractor shall, upon execution of the Contract for Services, provide to the City proof of auto insurance and Workers Compensation insurance and proof of an occupational license to do business within the City of Morehead. Additionally, the Contractor shall provide the City a 5% cash bond upon execution of the Contract.

D. Compensation – For services rendered under this Contract for Services, the City shall pay to the Contractor \$185,000.00 as follows: 25% upon execution of said Contract; 25% upon completion of block; 25% upon completion of mechanical; 15% upon completion of setout fixtures and 10% upon final inspection and issuance of certificate of occupancy. Request for payment shall be made by the Contractor and shall be by invoice to the City and shall be accompanied by a report certifying that all taxes, wages and money due to employees, sub-contractors or suppliers have been paid in full.

E. Severability and Limited Enforceability – If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

F. Governing Law – This Contract for Services shall be governed by, construed under, and in accordance with the laws of the Commonwealth of Kentucky.

G. Assignment – This Contract for Services and the rights and obligations hereunder may not be transferred, pledged, encumbered, assigned, anticipated or alienated by the Contractor.

H. Hold Harmless and Assumption of Risk – The Contractor, by the signature of Brian Owens below, willingly and voluntarily assume all risks and dangers incidental to the duties reflected above. Further, the Contractor agrees that the City, its officers, directors and employees are not responsible or liable for any injuries, expenses, claims, or liabilities resulting from or related to the Contractor performing the duties described above. The Contractor agrees to indemnify and hold the City, its officers, directors, and employees harmless for any loss, cost, expense or damage for any and all claims arising from the performance of the duties referenced above.

I. NON –DISCRIMINATION: During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin;

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and

(e) The Contractor shall send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

J. Entire Agreement – This Contract for Services and additional documents referenced herein contain all the terms, conditions, and promises of the parties hereto. No modification of this Contract for Services or any provisions thereof shall be valid or binding unless in writing and executed by both parties hereto. A waiver by either party or any breach of any term or provision in this Contract for Services shall not be construed as a waiver of any succeeding breach of the same or any other term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services as of the day in the first paragraph herein.

**CITY OF MOREHEAD, KENTUCKY**

**OWENS BUILDING & CONTRACTING**

By: \_\_\_\_\_  
James Thomas Trent, Mayor

By: \_\_\_\_\_  
Brian Owens

