

**Owsley County Alliance for Recreation and  
Entertainment, Inc.**

**TECHNICAL BID SPECIFICATIONS**

**Install HVAC Systems for the Seale Theater  
Seale Theater  
165 North Mulberry Street  
Booneville, Kentucky**



**1.0 Introduction**

The subject site is a 1-story, vacant brick building with a basement currently known as the Seale Theater, located at 165 North Mulberry Street in downtown Booneville, Kentucky, in a dense commercial area. The building was constructed around 1948 and closed in 1985 and was originally known as the Booneville or Seale Theater. The site has been abandoned and dormant for several years and is in a deteriorating condition with significant repairs needed.

**2.0 Site Description**

The property is located at the northwest corner of North Mulberry Street and Combs Alley, two blocks north of the downtown Court Square. The east (front) side is open to Mulberry Street and the south (left) side is open to Combs Alley.

**Contact(s):** Ms. Sue Christian  
OCARE, Inc.  
86 Old Hwy 11 N  
PO Box 715  
Booneville, Kentucky 41314  
606-560-0690  
[ocaretourism@yahoo.com](mailto:ocaretourism@yahoo.com)

**Work Site Address:** Seale Theater  
165 North Mulberry Street  
Booneville, Kentucky 41314

**Latitude/Longitude:** 37.4775885°/-83.6751467°

### **3.0 Work Description**

Work will consist of:

- Installing an individual HVAC system (with ductwork) to accommodate the auditorium.
- Install unit (with appropriate ductwork) for two front rooms in the basement (one will be the Undergrounds Coffee Shop and the other will be a meeting room and/or storage).
- Install separate unit (with appropriate ducktwork) for the projection room and lobby area.

The Contractor is to become familiar with the site at the required site walk/pre-bid meeting TBD as to the extent of the work by setting up a walk through by calling 606-560-0690.

### **4.0 General Provisions (Where applicable)**

1. ***Compliance:*** All work performed under these specifications must adhere to all laws, statutes, ordinances, codes, regulations, and requirements of all inspections.
2. ***Contractor's Site Inspection:*** It shall be the responsibility of the Contractor to inspect the site prior to submitting a bid to determine pertinent factors such as access, zoning, easements, scope of work, condition of improvements, etc. The submission of a bid will be construed as evidence that inspections and investigations have been made. Later claims for such items which could have been foreseen had inspections/investigation been made shall not be recognized.
3. ***Public Protection:*** The Contractor shall provide for adequate protection to safeguard the public at all times.
4. ***Street or Roadway Obstruction:*** If a street is to be closed or obstructed, a permit (or permission) shall be secured by the Contractor from the proper authority. The Fire Department and Police Department involved shall be given notice, as appropriate, by the Contractor of the time when such street or road is to be closed or obstructed. The Seale Theater is adjacent to Mulberry Street east (front) side and the south (left) side is open to Combs Alley and precautions must be taken to keep pedestrians out of the work zone and to prevent damage to the street.
5. ***Protection of Adjacent Properties:*** The Contractor shall use every precaution to prevent damage to adjacent property and buildings. All equipment, tools, and materials permitted to remain on site during the operations shall be neatly stored in such a manner as will not interfere with the rights and privileges of the adjacent property owners. The Contractor shall hold the Owner and Owner's site representative harmless from damages or claims on adjacent properties from its site operations.
6. ***Spill Cleanup:*** A release of oil, fuel, coolant, or any other liquids from equipment must be immediately cleaned up to the satisfaction of the Owner and at no cost.

7. **Open Burning:** In compliance with 401 Kentucky Administrative Regulations (KAR) 63:005, no open burning of improvements, trash, debris, or waste material will be permitted. Should open burning by unknown parties take place on the site, the Contractor shall immediately notify the Owner.
8. **Sidewalk, Street, and Roadway Cleanliness and Repair:** The Contractor shall keep sidewalks, streets, and roadways free of dirt and debris carried from the site on equipment and vehicle tires and tracks. It is recommended, but not mandatory, that the Contractor video tape the condition of sidewalks, streets, and roadways prior to the beginning of the work. Any damage will be repaired by the Contractor at the Contractor's expense.
9. **Safety of Persons and Property:** The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the specifications or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the contract. The Contractor shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state, and local environmental, health, and safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the location where the work is being performed. The Owner or Owner's site representative have the right to remove or bar any employee of the Contractor or subContractor for failure to comply with site health, safety, and security requirements. The Owner or Owner's site representative also has the authority to suspend work, at the Contractor's expense, if it is determined that unsafe practices are being conducted at any time. All site personnel have the authority to stop any unsafe activity being performed that is a violation of the Contractor's Health & Safety Plan, at no cost to the Owner.
10. **Sanitary Facilities for Workers & Water Source:** The Contractor shall provide portable sanitary facilities for its employees. The facilities are to be periodically maintained to prevent odor issues. The Contractor shall provide a potable water supply for its and subContractor employees. The Contractor shall provide a water source including hoses, water storage tanks, etc. as needed. If the Contractor elects to use a fire hydrant(s) as a water source, the Contractor shall be responsible for securing all applicable permits and satisfying all notification requirements, prior to using the hydrant(s) as a water source.
11. **Work Quality:** If any work is found to be incomplete, inadequate, or unsuitable, the Contractor will be required to correct the situation in a timely fashion at no additional cost to the Owner. If the Contractor does not act sufficiently or in a timely fashion, the Owner reserves the right to correct the situation using another Contractor and back charge the original Contractor's account for these expenses.

## **5.0 Special Provisions**

1. **Contractor's Work Plan:** The Contractor will be requested to clarify his/her bid relative to the requirements included in this performance-based specification.
2. **Schedule:** Time is of the essence. Contractor is expected to commence work as soon as application approval can be secured and proceed diligently with the work until complete.

## **6.0 Disposition of Materials**

1. **Debris, Trash, and Waste Materials:** Contractor shall be responsible for proper disposal of all debris, trash and waste materials.

Complete the Bid Form on the following page and return with your complete proposal. **Proposals are due by 5:00 pm local time on March 7, 2024.** Pricing shall be honored for 60 days from date of submittal.

The OCARE reserves the right to select any bidder based on price and/or qualifications, or to select no bidder and not proceed with the project. Return the proposal to:

Ms. Sue Christian  
OCARE, Inc.  
PO Box 715  
86 Old Hwy 11 N  
Booneville, Kentucky 41314  
606-560-0690  
[ocaretourism@yahoo.com](mailto:ocaretourism@yahoo.com)





## BID FORM

### Abatement and Clean-out of Seale Theater Building

#### Booneville, Kentucky

**Bidder Name and Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Bidder Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Description	Unit	Total Cost
Mobilization/Demobilization, including all permits, submission of Contractor's Work Plan, Health & Safety Plan, and moving resources to and from the project site	Lump Sum	\$ _____
Asbestos abatement of identified 9-inch tile and mastic, fire doors, and HVA duct tape including, staging, load-out, transportation, and disposal.	Lump Sum	\$ _____
LBP abatement of loose debris and impacted surfaces including, staging, load-out, transportation, and disposal.	Lump Sum	\$ _____
Clean out of building, including waste segregation, consolidation, staging, load-out, transportation, and site cleanup, grading and restoration.	Lump Sum	\$ _____
Waste Disposal	Lump Sum	\$ _____
<b>TOTAL PROJECT LUMP SUM</b>		\$ _____

**Note:** This completed Bid Form shall be included with proposal. Proposals are due by 5:00 pm local time on \_\_\_\_\_. OCARE reserves the right to select any contractor based on price and/or qualifications, or to select no contractor and not proceed with the project. Pricing shall be honored for 60 days from date of submittal.