

## ADVERTISEMENT TO BID

The City of Elkton will receive separate, sealed Bids for their **Elk Fork Bridge Ditch and Drainage Rehab** until **10:00 a.m. local time, Tuesday, February 26, 2019** at the Elkton City Hall, 71 Public Square P.O. Box 578, Elkton, Kentucky, 42220, at which time they will be publicly opened and read aloud.

The Contract involves the installation of compacted soil near the bridge abutment where Elk Fork Creek crosses Elk Fork Road and the rehabilitation of eroded soil and pavement along the roadway on a portion of Elk Fork Road in the city limits of Elkton, Kentucky. Bids are to be addressed to the City of Elkton, P.O. Box 578, Elkton, Kentucky, 42220, and shall be marked "**Sealed Bid – Elk Fork Bridge Ditch and Drainage Rehab.**" Bids are also to include on the outside, Bidder's name and address and the Bid receipt date and time. Bids shall be prepared in compliance with the requirements of the Instructions to Bidders.

Plans and bidding documents may be obtained by visiting Elkton City Hall, 71 Public Square, Elkton, Kentucky during normal business hours of 7:30 am to 4:00 pm, Monday through Friday, or by contacting Elkton City Hall at 270-265-9877.

Contractor must furnish, at a minimum, proof of insurance as follows: \$1,000,000.00 General Liability Each Occurrence, \$2,000,000 Aggregate, and \$1,000,000.00 Workers Compensation. Contractor will be required to provide certificate of insurance with the City of Elkton, Kentucky listed as an additional insured before contract begins.

The City of Elkton reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 90 days after the time set for opening Bids. **Note that the OWNER reserves the right to award only a portion of the work, at the stated unit prices, due to limited funds available for the project.** The City of Elkton is an equal opportunity employer and encourages minority and small businesses to bid on all projects.

All taxes, fees, and licenses are the responsibility of the successful Bidder unless specifically exempted in the Bidding Documents.

Published by the authority of the: City of Elkton  
Arthur Green, Mayor

Dated: February 1, 2019

"EQUAL EMPLOYMENT OPPORTUNITY"

# BID FORM

Project Identification: City of Elkton, Kentucky  
Elk Fork Bridge Ditch and Drainage Rehab Project

Contract Identification: Contract No. 1

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is Submitted to: City of Elkton  
P.O. Box 578  
Elkton, Kentucky 42220

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period or time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), and (2) reports and drawings, if any, of a Hazard Environmental Condition.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or

data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

**ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder hasn't sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will compete the Work in accordance with the Contract Documents for the following prices:

Base Bid Elk Fork Bridge Ditch and Drainage Rehab Project					
Item No.	Item	Quantity	Units	Unit Price	Total Price
001	Crushed Aggregate Size No. 57	126	Ton	\$ _____	\$ _____
002	Hydroseeding & Protection	89	SQYD	\$ _____	\$ _____
003	Compacted Fill Material	297	Ton	\$ _____	\$ _____
004	Demobilization (min. of 3.5% contract value)	1	LS	\$ _____	\$ _____
005	Asphalt Base Class 2 – 1.00D PG 64-22 per KYTC Standards, in place, complete and ready	3	Ton	\$ _____	\$ _____

	for use.				
006	Asphalt Surface Class 2 – 0.50B PG 64-22 per KYTC Standards, in place, complete and ready for use.	2	Ton	\$ _____	\$ _____
007	Maintain & Control Traffic	1	LS	\$ _____	\$ _____
008	Temporary Construction Signs	1	LS	\$ _____	\$ _____

**TOTAL AMOUNT OF BID** \$ \_\_\_\_\_

5.02 Unit prices have been computed in accordance with the following:

Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a claim for an adjustment in the Contract Price if:
  1. the Bid price for a particular item of Unit Price Work amounts to more than 5 percent of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

5.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.04 **SUPPLEMENTAL UNIT PRICES:** The following Supplemental Unit Prices will apply in the event that additions to or deductions from the work required in the Bid are ordered. A single price shall be bid for each item. OWNER reserves the right to accept or reject these prices by inclusion in or omission from the Contract Documents to be executed after the award of the Contract.

Item	Type of Work	Unit	Supplemental Unit Price	
			(Words)	(Numbers)
1.	Geotextile Fabric, where ordered by the owner.	SY	_____	Dollars \$ _____

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before the date, or within the number of calendar days, indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Time.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of the Bid:
  - A. List of Subcontractors.
  - B. Statement of Experience

PREVIEW

**ARTICLE 10 – BID SUBMITTAL**

10.01 This Bid submitted by:

_____ Signature	_____ Business	
_____ Printed or Typed Name	_____ Bidder's Business Address	
_____ Title	_____ City, State, Zip Code	
_____ Employer's Tax ID No.	_____ Business Phone No.	_____ Business Fax No.
_____ Business Email Address	_____ Cell Phone No.	_____ Other Contact No.

10.02 Bid submitted on \_\_\_\_\_, 2018

**PREVIEW**

## LIST OF SUBCONTRACTORS

The following SUBCONTRACTORS are proposed for work on the PROJECT.

No.	Subcontractor Name, Address & Phone No.	Work Item(s)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

PREVIEW

\_\_\_\_\_ Bidder

## STATEMENT OF EXPERIENCE

The following list represents the most recent clients for whom similar work was performed by the BIDDER. The persons listed may be contacted as references. Provide at least four unique and non-Owner related project references.

**No.    Contact Person, Company & Phone No.                    Project Description, Date & Approximate Value of Work**

1.	_____	_____
	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
	_____	_____
3.	_____	_____
	_____	_____
	_____	_____
4.	_____	_____
	_____	_____
	_____	_____
5.	_____	_____
	_____	_____
	_____	_____
6.	_____	_____
	_____	_____
	_____	_____

PREVIEW

\_\_\_\_\_  
Bidder



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **City of Elkton, Kentucky** hereinafter called "OWNER" and \_\_\_\_\_ doing business as:

a corporation    a partnership    an individual   (check one) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **City of Elkton's Elk Fork Creek Ditch & Drainage Rehab Project**.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE OF AWARD and will complete the same within **90 calendar days** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR must furnish, at a minimum, proof of insurance as follows: \$1,000,000.00 General Liability Each Occurrence, \$2,000,000 Aggregate, and \$1,000,000.00 Workers Compensation. Contractor will be required to provide certificate of insurance with the City of Elkton, Kentucky listed as an additional insured before contract begins.
5. The CONTRACTOR must also agree to hold harmless and indemnify the City of Elkton, its officers, elected officials, employees, attorneys and agents against any claim, demand, suit, judgment, fine or other monetary expense or penalty arising from or related in any way to the contractor's performance of the duties listed herein, done outside the stated requirements of the invitation to bid, specification and/or the resulting contract.
6. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the work of the Contract. The Contractor shall exercise caution at all times for the protection of persons and property. The Contractor shall observe the safety provisions of all applicable laws, regulations, and building codes, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.
7. The CONTRACTOR must have a valid City of Elkton Occupational License (Business License) and must withhold City of Elkton Occupational License on gross wages (payroll tax) on all employees while working in the city limits of Elkton.
8. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the price(s) shown in the BID schedule.
9. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement to Bid
  - (B) BID FORM
  - (C) Agreement
  - (D) NOTICE OF AWARD
  - (E) DRAWINGS prepared by **McGhee Engineering, Inc.**
10. The OWNER will pay the CONTRACTOR in full upon successful completion of the CONTRACT.
11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in four copies each of which shall be deemed an original on the date first above written.

**City of Elkton**  
P.O. Box 578  
Elkton, Kentucky 42220

**(Contractor)** \_\_\_\_\_  
Address \_\_\_\_\_  
City, St Zip \_\_\_\_\_

By: \_\_\_\_\_  
Arthur Green, Mayor

By: \_\_\_\_\_  
Name, Title

Attest: \_\_\_\_\_  
Laura M. Brock, City Clerk/Treasurer

Attest: \_\_\_\_\_  
Name, Title

**PREVIEW**

**NOTICE OF AWARD**

TO:

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

PROJECT Description: **City of Elkton**  
**Elk Fork Creek Ditch & Drainage Rehab Project**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement to Bid dated February 1, 2019.

You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_.

If you fail to execute said Agreement and to furnish other requested documents within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF ELKTON**

\_\_\_\_\_  
Arthur Green, Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

**CONTRACTOR**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date Signed

**PREVIEW**