

**CITY OF ERLANGER
SOLICITATION FOR SEALED BIDS
AND PROPOSALS**

The City of Erlanger, 505 Commonwealth Avenue, Erlanger, KY, 41018, hereby solicits and advertises for the bidding of the DIXIE HIGHWAY RAILROAD UNDERPASS PAINTING PROJECT as described and specified in the bid packet entitled City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid, copies of which are available at the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018.

All bids and proposals in response to this advertisement and solicitation must be received by the Erlanger City Clerk on or before 10:00 a.m. on September 6, 2022, on a form provided by the Erlanger City Clerk and completed according to the Bid Instructions provided thereby, including all required attachments; and enclosed within a sealed envelope, with the words "City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid" written, typed or otherwise indicated on the outside of the envelope.

The City of Erlanger reserves the right to not only reject any and all bids and proposals submitted in response to this advertisement and solicitation, for any reason or no reason; but especially those that are not in conformity with either the bid instructions or the specifications provided by the City, but also to accept bids and proposals submitted in response to this advertisement and solicitation that do not conform to those bid instructions and specifications.

**CITY OF ERLANGER
INSTRUCTIONS TO BIDDERS**

1. Read the City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid Form, Agreement, Specifications, and Site Plan attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - 2.1 The amount of the bid or proposal.
 - 2.2 The complete name, address, telephone number and e-mail address of the Bidder/Vendor.
 - 2.3 The signature of the Bidder/Vendor or someone signing for the Bidder/Vendor.
 - 2.4 The printed name of the signatory.
 - 2.5 The date.
3. Complete the Agreement attached hereto and made a part hereof by reference by:
 - 3.1 Providing the printed name of the bidder as the Vendor in the blank in the first paragraph.
 - 3.2 Signing the Agreement at the end.
4. Have the signature on the Agreement notarized.
5. All vendors must submit one (1) original and one (1) photocopy of the completed bid package.
5. Seal (both the original and photocopy) the signed Bid Form, signed and notarized Agreement, and completed specification request within an envelope with the words "City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid" written or otherwise indicated on the outside of the envelope; deliver the sealed envelope to the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky before 10:00 a.m., prevailing time on or before September 6, 2022.

**CITY OF ERLANGER
DIXIE HIGHWAY RAILROAD UNDERPASS
PAINTING PROJECT
BID FORM**

The undersigned Contractor hereby bids to prepare, clean, and paint the Dixie Highway Railroad Underpass as specified in the document entitled City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid Specifications attached hereto and made a part hereof by reference, for the "Amount Bid" indicated in this form; and pursuant to the terms and provisions of the City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid Agreement attached hereto and made a part hereof by reference.

This bid, offer, and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date of this bid, offer and proposal and may be accepted by the City of Erlanger at any time prior thereto, provided that a copy of the Agreement attached hereto is signed on behalf of the City of Erlanger by the Mayor thereof and mailed by certified mail, return receipt requested.

The undersigned Contractor hereby authorizes the City to investigate the Contractor and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City to determine the responsibility and ability of the Contractor to comply with the terms and provisions hereof and the City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid Agreement.

Amount Bid _____

Complete Name of Contractor _____

Signature of Contractor or
Authorized Representative _____

Printed Name of Signatory _____

Complete Address of Contractor _____

Telephone Number of Contractor _____

E-mail address of Contractor _____

Date _____

**CITY OF ERLANGER
DIXIE HIGHWAY RAILROAD UNDERPASS
PAINTING PROJECT
BID AGREEMENT**

This Agreement is by and between the CITY OF ERLANGER, a city in Kenton County, Kentucky, which shall hereinafter identified and referred to as the “CITY” and _____, who shall hereinafter be identified and referred to as the “CONTRACTOR”;

WITNESSETH:

WHEREAS, the City has provided for the making of a public improvement known as “City of Erlanger Dixie Highway Railroad Underpass Painting Project Bid”, hereinafter referred to as the “Project”, described in the plans and specifications of the City Engineer; and

WHEREAS, on August 23, 2022, the City advertised in the Kentucky Enquirer and on the City’s website at www.erlangerky.gov for bids to provide all of the labor, materials, tools, equipment, supplies, and personnel necessary for the Project, a copy of the bid specifications are attached hereto and made a part by reference; and

WHEREAS, on September 6, 2022, the City received the bid from the Contractor attached hereto and made a part hereof by reference; and

WHEREAS, the bid of the Contractor was approved by the Mayor of the City of Erlanger; and

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, the City and the Contractor hereby agree as follows:

1.0 Contractor’s Work

The Contractor shall and hereby agrees to promptly and efficiently provide, furnish and deliver in the highest and best manner, all labor, material, tools, equipment, supplies, and personnel necessary for the Project, all of which shall hereinafter be identified simply as the “Work of the Contractor” and shall include all items set forth in both the bid specifications and bid submitted by the Contractor; and

2.0 Time of the Work of the Contractor

The Work of the Contractor **shall begin**, weather permitting, after this Agreement is signed on behalf of the City and a copy thereof mailed to the Contractor by certified mail return receipt requested; and the project **must be completed by June 30, 2023**. Time is of the essence for this project and in as much, the Contractor shall pay liquidated damages in the amount of **\$500.00** per day, for each day that extends past **June 30, 2023**, weather permitting.

3.0 Contractor's Insurance

Prior to and during the Work of the Contractor, the Contractor shall cause to be issued and maintained the following policies of insurance through companies approved by the City in which the coverage of the Contractor is primary and noncontributory in regard to all liability coverage, including, without limitation, excess and umbrella policies:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Erlanger must be named as an Additional Insured; the certificate shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Erlanger.***
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
3. Workers Compensation Coverage specific to the State of Kentucky.
4. If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.
5. If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Erlanger deems applicable, you must also provide a Commercial Umbrella policy with a minimum limit of \$1,000,000.
6. If your services include the sale of alcohol, you must also provide evidence of Liquor Liability Coverage with a minimum limit of \$1,000,000.
7. If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$1,000,000.

The Contractor shall not commence any of the Work of the Contractor until the City is satisfied with and has approved all of the insurance policies and endorsements required hereby and has received certificates evidencing that the Contractor is insured thereby.

4.0 Quality of Contractor's Work

The Contractor shall and hereby agrees that all of the Work of the Contractor shall be of superior quality.

5.0 Contractor's Protection of Work

Until the Work of the Contractor is accepted and paid for by the City, the Contractor shall and hereby agrees to protect the finished and unfinished Work of the Contractor against any damage, loss or injury; and in the event that any damage, loss or injury occurs to any of the Work of the Contractor for which the Contractor has not been paid, the Contractor shall promptly replace or repair that work, whichever the City determines to be appropriate in the circumstances, in the sole and absolute discretion thereof.

6.0 Contractor's Compliance with Other Laws

In the performance of the Work of the Contractor, the Contractor shall and hereby agrees that it and all of its subcontractors shall comply with all of the regulations and other requirements of the state and federal Agencies and also comply with Chapters 337, 338, 339, 341, 342, and 344 of the Kentucky Revised Statutes; and all the provisions of the Federal Americans with Disabilities Act and the regulations of the Federal Employee Opportunity Commission in regard thereto. In addition, the Contractor shall comply with prevailing wage laws.

7.0 Contractor's Indemnification of City

The Contractor shall indemnify and hold the City and the officers, agents, employees and volunteers thereof, harmless from each, every, any and all losses, expenses, costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and in equity, including, without limitation, liens of mechanics and materialmen, third party actions and actions for contribution and/or indemnification, which are in any way related to the acts or omissions of the Contractor or the officers, agents, employees and volunteers thereof in regard to the Project.

8.0 Payments to Contractor

For the Work of the Contractor that has been approved and accepted by the City, the City shall and hereby agrees to pay the Contractor in the following manner according to the Bid of the Contractor attached hereto and incorporated herein by reference:

8.1 Upon the completion of the Work of the Contractor, the Contractor shall submit to the City mechanics lien affidavits or canceled checks establishing that the labor and material of the employees of the Contractor and others for the Work of the Contractor has been paid by the Contractor.

8.2. Upon receipt of the documents indicated in subparagraph 8.1, the City shall, within fourteen (14) days after the receipt thereof, pay the Contractor according to the attached Bid of the Contractor for the Work of the Contractor that has been approved and accepted by the City.

9.0 Contractor's Bond

Simultaneously with the execution of this Agreement, the Contractor shall and hereby agree to deliver to the CITY, a performance and payment bond in an amount equal to one hundred percent (100%) of the total cost indicated in the Proposal, with a corporate surety approved by the CITY.

10.0 Contractor's Responsibility

10.1 Extra cost incurred during construction operations due to inclement weather conditions are at the contractor's expense.

10.2 It shall be the Contractor's responsibility to notify all appropriate governing agencies for inspection. The amount of advance notice should be coordinated with each agency.

11.0 Interference with Traffic and Private and Public Property

11.1 The Contractor at all times shall dispose of his plant and conduct the work in such a manner as to cause as little interference as possible with private business or with private and public travel on the public highway. All damage (other than resulting from normal wear and tear) to existing roads or pavements shall be repaired to as good condition as they were prior to the beginning of the work and to the satisfaction of the Engineer.

11.2 The Contractor shall wherever necessary or required provide and maintain proper barricade, fences, danger signals, signs, and light, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect the life, property, adjacent buildings, and structures.

The Contractor shall be liable for and hold the Owner free and harmless from all damages caused in any way by his act or neglect or that of his agents, employees, or workmen.

11.3 Where the Contractor finds it necessary to remove excavated material to some other location, care should be taken not to overload trucks which would in turn spill material out upon highways. Any such material spilled on highways shall be immediately cleaned up from the location and disposed of.

11.4 Where it is necessary and is agreeable with the public and private property owners, excavated materials may be temporarily piled in the streets or roadways; however, one lane of traffic must be maintained at all times.

11.5 The Contractor shall comply with any regulations requested by State or Federal Highway Officials when construction is within their rights of way. After excavated materials have been removed, all hard surface streets or roadways shall be thoroughly cleaned and left free of dirt and dust. Streets or roadways which do not have surfaces must be restored to their original condition at the expense of the Contractor. By no means will the Contractor be permitted to store excavated materials in streets or roadways overnight. Whether excavated materials are stored in the street or not, the Contractor shall at his own expense keep all streets or roadways free of all dirt and dust.

12.0 Miscellaneous Provisions

12.1 Governing Law

This Agreement shall be interpreted, construed and governed by Kentucky law.

12.2 Severability

If any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid and enforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

12.3 Assignability

This Agreement may not be assigned by the BIDDER without the written consent of the City.

12.4 Amendment

This Agreement may be amended only by a written agreement signed by the City and the BIDDER

12.5 Prior Agreements

This Agreement constitutes the entire agreement and understanding between the BIDDER and the City in regard to the subject matter thereof; and it supersedes all prior agreements, representations and understandings between them, written or oral.

12.6 Headings

Headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of, restrict or otherwise modify any of the terms and provisions hereof.

12.7 Waiver

No consent to or waiver by either Erlanger or Recipient of any breach or default of any provision of this agreement by the other, whether expressed or implied, shall constitute or be interpreted as a consent, waiver or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

12.8 Notices

All notices required by the provisions of this agreement shall be in writing and mailed by certified mail, return receipt requested, as follows, unless otherwise provided by any signatory to this agreement to all other signatories.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

(PRINTED NAME OF BIDDER)

(PRINTED MAILING ADDRESS OF BIDDER)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE CONTRACTOR AND THE CITY OF ERLANGER BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on _____, 2022.

NOTARY PUBLIC
Kentucky, State at Large

MAYOR JESSICA FETTE

Commission Expires _____
State of _____
County of _____

SUBSCRIBED AND SWORN TO before me, a Notary Public, by _____ of _____
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF CONTRACTOR)
on _____, 2022.

NOTARY PUBLIC

Signature of Signatory

Commission Expires _____
State of _____
County of _____