

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

The City of Erlanger, 505 Commonwealth Avenue, Erlanger, KY, 41018, hereby solicits and advertises for bids for the PURCHASE OF TOPSOIL as described and specified in the bid packet entitled City of Erlanger Topsoil 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 April 4, 2025, 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 Topsoil Bid" written, typed or otherwise indicated on the outside of the envelope. Any bids received after 10:00 a.m. on April 4, 2025 will not be considered.

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 Topsoil Bid Form, Agreement, and Specification 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 make 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 Topsoil 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 April 4, 2025.

**CITY OF ERLANGER  
BID FORM**

The undersigned Vendor hereby bids, offers, and proposes to sell, convey, and deliver to the City of Erlanger the materials, supplies, or services as specified in the document entitled City of Erlanger Topsoil 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 Topsoil 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 Vendor hereby authorizes the City to investigate the Vendor 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 Vendor to comply with the terms and provisions hereof and the City of Erlanger Topsoil Bid Agreement.

Amount Bid	_____
Complete Name of Bidder	_____
Signature of Bidder or Authorized Representative	_____
Printed Name of Signatory	_____
Complete Address of Bidder	_____ _____
Telephone Number of Bidder	_____
E-mail address of Bidder	_____
Date	_____

**CITY OF ERLANGER  
BID AGREEMENT**

his Agreement is by and between the CITY OF ERLANGER, a Home Rule city in Kenton County, Kentucky, which shall hereinafter be identified and referred to as the "CITY" and

\_\_\_\_\_,  
(PRINTED NAME OF VENDOR)

the personal representatives, heirs, legatees, devisees, successors and assigns thereof, who shall hereinafter be referred to collectively as the "**VENDOR**";

**WITNESSETH:**

**WHEREAS**, the City has budgeted and appropriated certain funds for the Fiscal Year 2024-2025 for the purchase and acquisition of topsoil, hereinafter referred to as the "Project", described in the plans and specifications; and

**WHEREAS**, on March 21, 2025, the City advertised in LinkNKY and on the City's website at [www.erlangerky.gov](http://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 April 4, 2025, the City received the bid from the Vendor attached hereto and made a part hereof by reference; and

**WHEREAS**, the bid of the Vendor, in the amount of \_\_\_\_\_, 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 Vendor hereby agree as follows:

**1.0 Vendor's Work**

The Vendor 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 Vendor" and shall include all items set forth in both the bid specifications and bid submitted by the Vendor; and

## 2.0 Time of the Work of the Vendor

The Work of the Vendor **shall begin**, weather permitting, after this Agreement is signed on behalf of the City and a copy thereof mailed to the Contractor; and the project **must be completed by June 30, 2025**. 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, 2025**.

## 3.0 Vendor's Insurance

Prior to and during the Work of the Vendor, the Vendor shall cause to be issued and maintained the following policies of insurance through companies approved by the City in which the coverage of the Vendor 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 Vendor shall not commence any of the Work of the Vendor 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 Vendor is insured thereby.

1. After this Agreement has been signed on behalf of the City and mailed to the Vendor, with time being of the essence, the Vendor shall provide the topsoil purchased by the City of Erlanger as described and specified in the City of Erlanger Topsoil Specifications attached hereto and incorporated herein by reference with all of the warranties.
2. After receipt of the topsoil, the City shall pay to the Vendor the "Amount Bid" by the Vendor in the Bid Form attached hereto and incorporated herein by reference.
3. The Vendor shall be liable to the City and responsible for all incidental and consequential damages sustained or incurred by the City as a result of any failure of the Vendor to comply with the terms and provisions of this Agreement or any warranty indicated therein regardless of any contrary provisions in the bid of the Vendor.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

\_\_\_\_\_  
(PRINTED NAME OF VENDOR)

\_\_\_\_\_  
(PRINTED MAILING ADDRESS OF VENDOR)

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
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  
\_\_\_\_\_  
(PRINTED NAME OF SIGNATORY) of \_\_\_\_\_  
(PRINTED NAME OF VENDOR)  
on \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Signature of Signatory

Commission Expires \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

## **CITY OF ERLANGER BID SPECIFICATIONS**

The City of Erlanger included in the Fiscal Year 2024-2025 budget to purchase topsoil for Eons Park. The specifications are as follows:

1. Up to 300 cubic yards of shredded topsoil
2. Must be free of any debris, such as rocks or twigs (weeds, roots, grass)
3. Must include cost of material at the site
4. Cost of material should be priced per cubic yards
5. Include delivery cost if that is separate
6. Delivered to location Eons Park at 645 Erlanger Road, Erlanger, KY 41018 M-F 8-3 p.m.

For questions, please contact Joe Daugherty, Project Manager at 859-991-5588 or [joe.daugherty@erlangerpw.com](mailto:joe.daugherty@erlangerpw.com).