

Sycamore Tree Lane Asphalt Street Improvements Project

2025



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CITY OF ERLANGER NOTICE TO BIDDERS

The City of Erlanger, 505 Commonwealth Avenue, Erlanger, KY, 41018, hereby solicits and advertises for the milling of approximately 650 square yards of asphalt, crack filling of approximately 11,500 square yards of pavement, seal coating of approximately 11,500 square yards of pavement on Sycamore Tree Lane from Houston Road to Turfway Road, as described and specified in the bid packet entitled City of Erlanger Sycamore Tree Lane Asphalt Street Improvements Bid, copies of which are available at the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018, 859-727-2525.

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 May 2, 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 Sycamore Tree Lane Asphalt Street Improvements Bid" written, typed or otherwise indicated on the outside of the envelope. Any bids received after 10:00 a.m. on May 2, 2025 will not be considered.

All material, labor, equipment, and installation are required to complete this project. Bidders are also required to visit the work site prior to submitting a bid.

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 Sycamore Tree Lane Asphalt Street Improvements Bid Packet, as included and made a part hereof by reference. The items included in this packet describe the specifications and contractual provisions related to your bid 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:
 - 2.2 The complete name, address, telephone number and e-mail address of the Contractor.
 - 2.3 The signature of the signatory.
 - 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 Contractor in the first paragraph.
 - 3.2 Signing the Agreement at the end.
4. Have the signature on the Agreement notarized.
5. All Bidders must submit one (1) original and one (1) photocopy of the completed bid package.
6. Seal (both copies) the signed Bid Form, signed and notarized Agreement, and completed Bid Quantities Form within an envelope with the words "City of Erlanger Sycamore Tree Lane Asphalt Street Improvements 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 May 2, 2025.



CITY OF ERLANGER GUIDELINES FOR BIDDERS

1. General Guidelines

Copies of the bid packet are available at the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018, 859-727-2525 or online at erlangerky.gov.

It is the responsibility of the Bidder to read the packet in its entirety. Any questions can be directed to the Public Works Project Manager, Joe Daugherty at joe.daugherty@erlangerpw.com or Public Works Operations Manager, Jason Iames at jason.iames@erlangerpw.com.

Bids shall be enclosed in a sealed envelope with the name of the bid project, name and address of the bidder, and the date and time of the bid opening.

2. Bid Price Discrepancies

If there is a discrepancy between the bid prices written in word and numbers, those prices written in word will be chosen.

3. Extra Work

Any departures from the original agreement will be made as provided in the General Conditions under "Extra Work".

4. Materials and Equipment

It is the intention of this bid to specify standard materials and equipment. The bidders shall specify the equipment and materials which they propose to use in the contemplated project, and the City may declare a bid irregular wherein the equipment and materials are not specifically named by the bidder.

Second hand and/or salvaged materials will not be permitted unless included under Specifications.

Materials made, manufactured, or produced by convicts in a penal or correctional institute shall not be used in this project and under this contract.

All applicable materials must comply with the Buy America requirements (pursuant to 23 U.S.C.313 and 23 CFR 635.410). The Contractor is required to



certify (to the City of Erlanger) and provide an affidavit that all the materials meet these Federal regulations, including a signature to make the document official. An affidavit must be submitted with each pay application.

Whenever the words “or equal” appear in the Specifications or bid packet, they shall be interpreted to mean an item of material or equipment that in the opinion of the City is similar to that named, suited to the same use, and capable of performing the same function as that named.

Wherever in the specifications a certain brand, make, or manufacturer is set out, it is intended to denote the quality standard of the article desired, but unless otherwise noted does not restrict bidders to the specific brand, make or manufacturer; it is to set forth and convey to the prospective bidder the general style, type, character, and quality of the article desired.

5. Notice of Preference for Kentucky Residents

A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies and providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

As used in this provision, “Contract” means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and “Public Agency” has the same meaning as in KRS 61.805.

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

As used in this provision, a resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding: (a) is authorized to transact business in the Commonwealth, and (b) has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341-490, and maintained a Kentucky Workers’ compensation policy in effect.



A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section. If a procurement determination results in a tie between a resident bidder and nonresident bidder, preference shall be given to the resident bidder. This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulation in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

The preference for resident bidders shall not be given if the preferences conflict with federal law.

A. Claim of Resident Bidder Status

Any contractor claiming resident bidder status shall submit an affidavit claiming Kentucky resident bidder status, as a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2).

The City may request additional documentation from any contractor submitting a bid to provide its resident or nonresident bidder status. Failure to provide documentation to the City proving resident or nonresident bidder status shall result in disqualification of the contractor.

B. Non-Resident Bidder

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

6. Awarding and Execution of Contract

The project will be awarded to the lowest and/or best responsible bidder. The City will evaluate all submitted bids in accordance with resident bidder preference pursuant to KRS 45A.490-494. However, in the selection of equipment or materials, the contract may be awarded to a responsible bidder other than the



lowest in the interest of standardization or ultimate economy if the advantage of such standardization or ultimate economy is clearly evident.

City staff will evaluate all bids submitted by the date and time provided. Upon approval of the Mayor, the contractor awarded the bid will be notified and a pre-construction meeting will be scheduled. The following items must be submitted at this meeting: Completed W-9 form, Kenton County Occupational License, and a Certificate of Liability that meets the requirements set forth in the provided Agreement. Once the agreement has been signed by both parties, a copy will be provided to the contractor.

The contractor cannot begin work until all the above documents have been received by the City Clerk's office, the insurance has been approved by the City, and the agreement has been signed by both parties.

All required documents must not expire during the life of the project. If a renewal takes place during the length of the project, a lapse of coverage shall not occur and updated documents must be submitted to the City Clerk's office.

7. Interpretation of Agreement Documents

If any person contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the bid packet, specifications, plans (if applicable) or other proposed contract documents, they should submit a written request for an interpretation thereof to Joe Daugherty and Jason Iames, City of Erlanger Public Works Department, 505 Commonwealth Avenue, Erlanger, Kentucky. The person making the request shall be responsible for its prompt delivery. Any interpretation of the bid documents will be made by addenda duly issued and mailed or delivered to each person receiving a set of such documents. The City will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith.

8. Qualification of Bidders

The contractors bidding on this project shall give evidence in the class of work involved. The contractor shall provide a minimum of two (2) similar completed projects of the same type and size (or scope) performed by the bidder. Submittal information shall include the project name, project owner, and project reference including the name, email, and phone number of the project owner.



Bids submitted by contractors who have not, in the opinion of the City, had sufficient experience in the size and type of work involved, may not be considered.

9. Modification and/or Withdrawal of Bids

Telegraphic modification of bids is prohibited. Any bidder may withdraw their bid in person or by telegraphic or written request at any time prior to the scheduled time for closing the receipt of bids. Withdrawals after the scheduled time for closing the receipt of will not be permitted for a period of thirty (30) days.

10. Disqualified Bidders

Any bidder who has defaulted on any contract within the past three years shall not be qualified for any portion of the work.

11. Insurance, Contractor's Coverage, and Cancellation Provision

The Contractor will not be permitted to commence work under this agreement until all insurance required in this bid packet has been provided to the City and approved. The Contractor shall not allow any sub-contractors to begin work on their sub-contract until all similar insurance required of the sub-contractor has been obtained and approved.

If the sub-contractor does not obtain insurance in their name and the principal contractor wishes to provide insurance protection for this sub-scontractor and this sub-contractor's employees, a rider must be attached to the principal contractor's policy, which rider must identify their persons thereby covered, or else the principal contractor must take out appropriate policies in the name of the sub-contractor. The instructions are not retroactive to insurance heretofore approved.

Certificates of insurance coverage shall include a statement of alteration or cancellation provisions of the policy, sufficient to show definitely that such provisions comply with the requirements stated above.

12. Insurance Compensation

The Contractor shall take out and maintain during the life of this agreement, Workers' Compensation Insurance for all their employees at the site of this project. In case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the



Contractor. In case any class of employees engaged in hazardous work under this agreement at the site of the project is not protected under this Workers' Compensation statute, the Contractor shall provide and cause each sub-contractor to provide adequate coverage for the protection of their employees not otherwise protected.

13. Insurance, Builder's Risk

The Contractor shall provide Builder's Risk Insurance (fire and extended coverage) upon all work in place and/or materials stored at the site, where there is any considerable risk from such causes. Such insurance, when required, shall Provide coverage at all times for the full cash value of all completed construction, as well as materials stored.

14. Insurance, Proof of Carriage

The Contractor shall provide the City with satisfactory proof of carriage of the insurance required.

15. Insurance, Public Liability, Professional Liability

The Contractor shall take out and maintain during the life of this agreement Public Liability (Bodily Injury and Property Damage) Insurance to protect them and any sub-contractor performing work covered by this agreement. If the Contractor uses a professional surveyor, engineer, or architect as a subcontractor, professional liability shall be required.

Commercial Automobile Liability Coverage shall include all owned (private and others), hired and non-owned vehicles. Below is the minimum required insurance:

1.	Workers' Compensation Insurance	Statutory
	Employer's Liability	\$1,000,000 per occurrence
2.	Commercial General	
	Bodily Injury	\$1,000,000 per occurrence \$1,000,000 in the aggregate
	Property Damage	\$1,000,000 per occurrence



		\$1,000,000 in the aggregate
	Personal Injury	\$1,000,000 in the aggregate
3.	Commercial Automobile Liability	
	Bodily Injury	\$1,000,000 per occurrence \$1,000,000 in the aggregate
	Property Damage	\$1,000,000 per occurrence \$1,000,000 in the aggregate
4.	Professional Liability (if necessary)	\$500,000 per claim
		\$1,000,000 in the aggregate

16. Employment Qualifications

Persons under sixteen years of age and convicts shall not be employed to work on any part of this project. No person whose age or physical condition is such as to make his employment dangerous to their health or safety of to the health and safety of others shall be employed to perform any work under this agreement, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination against gender, race, creed, color or political affiliations of those employed to work on this project.

17. Payment of Employees by Contractor

The Contractor and each of their sub-contractors shall pay each of their employees working on this project in full (less deductions made mandatory by law) in cash amount not less often than once each week.

18. Payment of Material Invoices by Contractor

Prior to the final invoice being submitted to the City of Erlanger, the contractor and sub-contractors shall provide proof that all invoices for materials supplied have been paid.



19. Reports from Contractor

The contractor shall provide the City with substantial proof that all payrolls for services rendered and invoices for materials supplied have been duly paid as herein required and such other data the City may require.

In connection with all lump sum contracts, the contractor shall provide the City a suitable detailed breakdown on which to base partial payment estimates.

When required, the contractor shall provide and keep current a suitable progress chart or schedule showing the estimated and actual progress on the work. The progress chart or schedule shall be subject to the approval of the City.

The contractor shall provide all the necessary information for, and assist in the preparation of, and/or prepare the partial payment estimates on forms approved by the City.

City representatives shall be permitted to inspect all payrolls, records of personnel, invoices of materials, and other relevant data and records.

The contractor shall provide to the City a weekly progress report, which shall include the actual and estimated progress of the work.

20. Partial Payment Estimates (pursuant to KRS 371.140)

The City will make partial payment to the contractor within thirty (30) days of submission of a duly certified and approved estimate for the work performed by the contractor. The City shall retain ten percent (10%) of the amount of each estimate until fifty percent (50%) of the construction project has been completed in accordance with the contract. After fifty-one percent (51%) of the construction has been completed in accordance with the contract, the City shall retain five percent (5%) of the amount of each estimate.

21. Contractor's Account

Payment shall be made to all subcontractors and suppliers so that all amounts have been paid by the Contractor for Work for which previous certificates for payment were issued, in accordance with the notes on the AIA Document G702/.

Contractor shall also follow all applicable state and federal wage requirements as related to this project.



22. Final Payment

Final payment shall be made in accordance with the Contractor's Final Release details set out hereinafter under General Conditions,

23. Commencement and Completion of Work

The contractor shall begin work on a date to be specified in a written order of the City and shall fully complete all work under the contract within the number of days set out in the proposal and/or contract, from and including said date.



CITY OF ERLANGER GENERAL CONDITIONS

1. Definitions and Meaning of Terms

Whenever in this bid packet the following terms or pronouns referring to them are used, the intent and meaning shall be interpreted as follows:

- A. The Contract or Agreement shall mean the contract executed by the City and the Contractor, of which these General Conditions form a part.
- B. The terms City and Contractor shall mean the respective parties to the Contract.

2. Contact Information for Contractor

If the Name, Address, Telephone Number, and Email Address provided on the Bid Form is not the contact information for the contractor's Point of Contact (POC) for this project, the POC's information must be provided separately.

Any notices, letters, or formal correspondence will be sent to the address and/or email address provided on the Bid Form.

3. Contractor's Responsibility

It is the contractor's responsibility to become familiar with the location of the project, the topography of the ground, the equipment or facilities required to complete the project, and anything else that may affect the work of the contractor for this project.

No verbal statement of any officer, agent, employee of the City, either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained. Only one contractor is to sign this contract. For convenience, the specifications may be divided into separate headings or divisions to cover the various trades represented in the work, and wherein "Contractors", such as "Electrical Contractor", "Plumbing Contractor", and other "Contractors" as referred to, it has been for convenience only.

4. Agreement Details

Pursuant to KRS 83A.130(8), the Mayor is the only City representative authorized to sign the agreement for this project unless a designee has been



authorized to sign on the Mayor's behalf by executive order. Any other signatures will make the agreement invalid.

The contractor cannot assign any part of the agreement without the written approval of the City, signed by the Mayor or their designee.

The contractor shall not sublet, transfer, assign or dispose of any portion of the agreement to any individual, co-partnership, or corporation and/or business without the prior written consent of the City, signed by the Mayor or their designee.

The entire project bid packet shall be binding on the contractor and included as part of the agreement.

5. Work of the Contractor and Employees

A completion date for the project can be found under section 2 in the bid agreement. It includes the liquidated damages costs if the work is not completed on time.

A competent supervisor for the project must be provided by the contractor who meets the satisfaction of the City. This person(s) must remain present at the site of the project at all times during the progress with the authority to act on behalf of the contractor.

The Contractor shall be prepared to start work as stipulated in the agreement under Section 2.0, Time of the Work of the Contractor, but not until he has received official notice from the City to do so. The work shall be prosecuted in a manner and with sufficient materials, equipment and labor as is considered necessary to insure completion within the time set forth in the Contract. The Contractor shall not suspend the work or any portion of it without the written consent of the City.

The Contractor shall employ only workmen skilled in their various duties and shall dismiss, at the request of the City, any person employed in, about or upon the work, who misconducts himself or is incompetent or negligent in the performance of duties assigned to him. The Contractor shall furnish such equipment and employ such labor as is considered necessary by the City for the proper performance of the work.



6. Failure to Complete Work on Time

Should the Contractor fail to complete the work within the time specified in the proposal and/or agreement, there will be deducted by the City "Liquidated Damages" in the amount per day as set out in the said proposal and/or agreement. The amount of "Liquidated damages" shall in no event be considered as a penalty or otherwise than an agreed "Liquidated and Adjustment Damage" to reimburse by reason of the Contractor's failure to complete the work within a specified time. A log indicating working days will be kept jointly by the City and the Contractor.

Liquidated damages shall be \$500.00 per working day.

This paragraph shall not apply when the amount of liquidated damage to be assessed per day is not set out in the proposal and/or agreement.

7. Contract Delays and Extensions

The number of days in which the Contractor shall fully perform the proposed improvement has been set out in the Proposal and/or Contract. In arriving at any credit due the Contractor for an extension of time on the Contract, the City will allow such credit as in its judgment is deemed equitable and just for all delays occasioned by any act or failure to act on its part or caused by forces beyond the Contractor's control. Additional time will also be allowed the Contractor to cover approved overruns or additions to Contract in the same proportion that the said overrun or addition in monetary value bears to the original Contract amount.

8. Defective Materials and Workmanship

Materials brought on the work which are not in accordance with the specifications shall be removed from the site of the work by the Contractor at their own expense, and so disposed of that there will be no probability of their being used on the work or in the construction.

Upon notice from the City, all defective workmanship shall be immediately remedied by the Contractor, at his own expense.

If the Contractor fails to remove defective materials or to correct defective workmanship within a reasonable time, fixed in the notice from the City, the City may remove them and/or correct the work and charge all the expense in the connection therewith to the Contractor.



9. Guarantee

All machinery and equipment and fittings of every kind furnished under this Contract shall be free from defects of manufacture, materials and/or workmanship. The Contractor agrees hereinunder to replace materials and workmanship found inherently defective within twelve (12) months after completion of the work. In cases where such defects shall be caused by forces beyond the Contractor's control, as judged by the City, the replacements will not have to be made by the Contractor.

10. Lines and Grades

The City will locate all control points from which the Contractor can proceed and will provide suitable references from which lines and grades can be established. The work shall be done in strict conformity with such points and instructions.

The Contractor shall use proper precaution to preserve bench-marks and all City's stakes. In case of willful or careless destruction, they shall be charged with the resulting expense of resetting points and stakes.

11. Inspection of Work

The City and its representatives may have full access, at all times, to the work and materials used for this project, as well as to plants where such materials are produced, and the Contractor shall provide facilities for such access and inspection. Any work that is no longer exposed and was not approved by the City, must be uncovered for examination at the Contractor's expense.

12. Plans and Specifications

When applicable according to the type of project, the City of Erlanger will provide plans.

The City, without charge, will furnish to the Contractor a sufficient number of copies of the plans and specifications for the proper handling of the work.

The Contractor shall keep one (1) set of plans and specifications on site of the work. This set shall be kept current by addition of all approved changes, addenda and amendments thereto.

The plans and specifications are intended to be explanatory to each other; but should any discrepancy appear or any misunderstanding arise as to the import of



anything contained in either, the decision of the City shall be final and binding on the Contractor.

Any corrections of errors or omissions in the drawings and specifications may be made by the City when such corrections are necessary for the proper fulfillment of their intention as construed by him.

All work or materials shown on the plans and not mentioned in the Bid documents, or any work mentioned in the Bid documents and not shown on the plans, shall be furnished, performed and done by the Contractor as if the same were both mentioned in the specifications and shown on the plans.

Should the Contractor in preparing their bid find anything necessary for the construction of the project that is not mentioned in the specifications or shown on the plans, or any discrepancy, he shall notify the City so that such items may be included. Should the Contractor fail to notify the City of such items, it will be assumed that his bid included everything necessary for the complete construction in the spirit and intent of the designs shown.

In case of discrepancy, figure dimensions shall govern over scale dimensions, large scale details shall govern over small scale drawings, plans shall govern over specifications, and detailed technical specifications shall govern over general specifications.

13. Inspection and Tests

The extent of and requirements for the inspection and testing of materials, workmanship, machinery and equipment, is set out in the specifications. Bureaus, laboratories and/or agencies selected by the Contractor for inspection and testing service shall be approved by the City.

The cost of such inspection and testing service in connection with materials, workmanship, machinery and equipment furnished by the Contractor shall be borne by the Contractor. The City will pay for any inspection and testing service required in connection with materials, workmanship, machinery or equipment furnished by the City.

The Contractor shall furnish at their own expense, including packing and delivery charges, all samples of materials furnished by them that are necessary for testing purposes.



14. Permits and Codes

Unless otherwise set out in the specifications, the Contractor shall make application for, obtain and pay for all licenses and permits, and shall pay all fees and charges in connection therewith. The Contractor shall be required to comply with all state or municipal ordinances, laws and/or codes insofar as the same are binding upon the City.

The intent of this Contract is the Contractor shall base their bid upon the plans and the specifications, but that all work installed shall comply with all applicable codes and regulations as amended by any waivers.

Before installing the work, the Contractor shall examine all plans and specifications for compliance with applicable codes and regulations bearing on the work, and shall immediately report any discrepancy to the City. Where the requirements of the plans and specifications fail to comply with the applicable code or regulation, the City will adjust by change order the Contract to conform to the code or regulation (unless waivers in writing covering the differences have been granted by the governing authority), and shall make appropriate adjustment in the Contract price. Should the Contractor fail to observe the foregoing provisions and install work at variance with any applicable code or regulation as may be amended by waivers (notwithstanding the fact that such installation is in compliance with the plans and specifications), the Contractor shall remove such work without cost to the City, but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

15. Standard Specifications

Where standard specifications such as the standard specifications of the American Society of Testing Materials, the American Standard Association, The American Association of State Highway Officials, the Civil Aeronautics Administration, the Federal Specifications, etc., are referred to in the specifications and contract documents and on the plans, said references shall be construed to mean the latest amended and/or revised versions of the said standard or tentative specifications.

16. Alteration in Plans

The City reserves the right to make such alteration in the plans or in the character of the work as may be considered by the City necessary or desirable



from time to time to complete the project in an acceptable manner; provided that, if alterations are made, the general character of the work as a whole is not changed thereby. Such alterations shall not be considered as a waiver of any condition of the contract nor to invalidate any of the provisions thereof.

17. Changes in the Work

The City may make changes in the work of the Contractor by making alterations therein, or by making additions thereto or by omitting work there from without invalidating the Contract and without relieving or releasing the Contractor from any guarantee given by him pursuant to the Contract provisions. All such work shall be executed under the conditions of the original contract.

Except in an emergency endangering life or property, no change shall be made by the Contractor unless pursuance of a written order from the City authorizing the change and no claim for an adjustment of the Contract Price or time shall be valid unless so ordered.

Should the Contractor encounter or discover during the progress of the work sub-surface or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the attention of the City shall immediately be called to such conditions before they are disturbed. If the City finds that they so materially differ, they shall at once make changes in the plans or specifications as they may find necessary, and any adjustment in the Contract Price as provided herein.

18. Claims for Extra Cost

If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, they shall, within ten (10) days after the receipt of such instructions, and in any even before proceeding to execute the work, submit their protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim shall be valid unless so made.

Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material or performing more work, that would be reasonably estimated from the plans and topographical maps issued.

Any discrepancies which may be discovered between actual conditions and



those represented by the topographical maps and plans shall at once be reported to the City, and work shall not proceed except at the Contractor's risk, until written instructions have been received by them from the City.

If, on the basis of the available evidence, the City determines that an adjustment of the contract price or time is justifiable, the procedure shall then be as provided herein for "Changes in Work".

By execution of this Contract the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions existing there relating to construction and labor, and that he fully understands the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the drawings, specifications, and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on the Contract to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions existing there, in no way relieves him from any obligation under the Contract and the Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

19. Contractor's Final Release

Before the City pays to the Contractor their final payment on the work, the Contractor will be required to sign a final release. This final release shall be notarized and shall state that all claims against the City on the Contractor's part have been met in full; it shall further state that all accounts for labor performed, accounts for materials, liens, judgment, and claims of every nature against the Contractor have been satisfied by them. It shall further state any obligation whatsoever in connection with work which may be presented or suits arising therefrom after the settlement are to be borne by the Contractor. In case the Contractor is unable to settle any claim that may be in dispute or litigation, the City may allow them to furnish a proper bond to indemnify the City against the lien and release the final estimate to him.

It is understood that the Contractor is to guarantee to the City all machinery and/or equipment that they will furnish twelve (12) months from date of final release and will replace such defective parts without cost to City.



20. Final Cleaning

The work will not be considered as completed nor final payment made until all final cleaning up has been done by the Contractor in a manner satisfactory to the City.

21. Bid Prices to Include Incidental Work

The bid prices will cover and include the cost and expense of all contingents, accessories and incidental work and material required to complete the improvement. This included replacement of services, pavement, fences or any other objects which are molested in the process of construction on this work. It shall also include where necessary, watchmen, flagmen, barricades, red lights, construction joints, finishing and curing concrete, laying dust, maintaining traffic, maintaining existing sewage flow, providing access to property, and many other incidents which occur on a normal construction job.

22. Cash Allowances

The Contractor shall include in the Contract sum all allowances named in the Contract document and shall cause the work so covered to be done by such Contractors and for such sums as the City may direct. The contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work, persons against whom they have reasonable objections.

23. Photographic History of Project

It is the contractor's responsibility to keep a photographic history of the project. At a minimum, the contractor must video tape, (in a media form acceptable to the City, i.e. VHS, DVD etc.), the entire project area and submit the video to the City for approval prior to the start of construction. This video tape may be used as a resource if issues/conflicts arise with homeowners during construction.

24. Indemnification

The contractor shall indemnify and save harmless the City and all its officers, agents, and employees from all lawsuits, actions, or claims of character name, and description brought about for or on account of any injuries or damaged received or sustained by any person(s) or property by or from the contractor (or sub-contractors) or in regards to any neglect in safeguarding the work or through



the use of unacceptable materials used in the construction, or on the account of omission, neglect, or misconduct of the contractor (or sub-contractors).



CITY OF ERLANGER SPECIAL CONDITIONS

1. Scope of Work

The work to be performed under this contract consists of furnishing all plant materials, equipment, supplies, labor and transportation, including fuel, power, water (except any materials, equipment, utility or service, if any, specified herein to be furnished by the City), and performing all work as required in the statement of work in the Contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof, and including such detail drawings (if applicable) as may be furnished by the City from time to time during the prosecution of the work in explanation of said drawings.

2. Existing Utilities

Special precautions shall be taken by the Contractor to avoid damage to existing overhead and underground utilities owned and operated by the City or other public or private utility companies.

With particular respect to existing underground utilities, all available information concerning their location has been shown on the drawings. While it is believed that the locations shown are reasonably correct, the City can guarantee the accuracy or adequacy of this information.

Before proceeding with the work, the Contractor shall confer with all public or private companies, agencies, or departments that own and operate utilities in the vicinity of the construction work. The purpose of this conference, or conferences, shall be to notify said companies, agencies, or departments of the proposed construction schedule, verify the location of and possible interference with the existing utilities that are shown on the plans, arrange for necessary suspensions of service, and make arrangements to locate and avoid interference with all utilities (including house connection) that are not shown on the plans. The City has no objection to the Contractor arranging for the said utility companies, agencies, or departments to locate and uncover their own utilities, however, insofar as the City is concerned, the Contractor shall bear the entire responsibility for locating and avoiding or repairing damage to said existing utilities.

Where existing utilities or other underground structures are encountered, they shall not be displaced or molested unless necessary, and in such case they shall be replaced in as good or better condition than found as quickly as possible. All such utilities that are so damaged or molested shall be replaced at the Contractor's expense unless, in the opinion of the City, such damage was caused



through no fault of the Contractor.

It is expected that the Contractor will be diligent in his efforts and use every possible means to locate existing utilities. Any claims for unavoidable damage, based on improper or unknown locations, will be thoroughly examined in the light of the Contractor's efforts to locate the said utilities or obstructions prior to beginning construction.

3. Hours of Work and Records

The Contractor shall conform in every respect to all provisions of the Kentucky Revised Statutes and Federal Statutes relative to wages and hours.

4. Work on Private Property

In connection with work performed on private property, the Contractor shall take every precaution to avoid damage to the property owner's buildings, grounds, and facilities. Fences, hedges, shrubs, etc. within the construction limits shall be carefully removed, preserved, and replaced when the construction is completed. The sod on lawns shall be so removed for the width of the area to be disturbed, preserved, and replaced when the construction is completed. Grassed areas, other than lawns, shall be graded, fertilized and seeded when construction is completed. When construction is completed, the private owner's facilities and grounds shall be restored to as good or better condition than found as quickly as possible at the Contractor's expense.

Large trees, or other facilities within the actual construction limits that cannot be preserved and replaced shall be removed by the Contractor, but the Owner will assume the responsibility for settling with the property owner for the loss of said trees or facilities. The trees and facilities, however, will be designated on the drawings and the Contractor shall be solely and entirely responsible for any damage to trees or facilities not so designated.

Foundations, adjacent to where an excavation is to be made below the bottom of the foundation, shall be supported by shoring, bracing or underpinning as long as the excavation shall remain open, and the Contractor shall be held strictly responsible for any damage to said foundations.

It may be necessary for protection of buildings and foundations to leave shoring in place, which becomes the Contractor's responsibility for this protection of building, but shoring is to be paid for at cost of material (as measured).



5. Water

All water used in testing and sterilization of mains will be furnished by the City.

6. Testing of Materials and Equipment

A. Responsibility testing of all materials, products and equipment for which the specifications require tests to determine compliance with the requirements of the specifications, shall be accomplished by the Contractor at his own expense. Any special testing performed by the City of Erlanger will be at the City's expense.

B. Proof of Compliance. When directed by the City or when required by the Technical Provisions of these specifications, satisfactory proof of compliance with the specifications shall be submitted in one or more of the following ways:

01.Manufacturer's Certificate of Compliance. In the case of standard labeled stock products of standard manufacture which have a record of satisfactory performance in similar work over a period of not less than two years, the City may accept a notarized statement from the manufacturer certifying that the product conforms to the applicable specifications.

02.Mill Certificates. For materials where such practice is usual standard, the City may accept the manufacturer's certified mill and laboratory certificate.

03.Testing Laboratory Certification. The City may accept a certificate from a commercial testing laboratory satisfactory to them certifying that it has tested the product submitted, within a period acceptable to the City, and that it conforms to the requirements of the specifications.

04.Report of Actual Laboratory Test. The City may require that the Contractor make actual tests of any products and submit a report of the specific test. Such tests shall be made by a commercial testing laboratory satisfactory to the City. Samples tested shall be selected by or in the presence of a representative of the City. The method of testing shall comply with the method required by the pertinent Federal, or Professional Society specifications.

C. Re-Tests. Re-test of material in constant use may be required periodically,



at no more than once a month, by the City. Required re-testing shall be at the Contractor's expense.

7. Special Data

- A. General. Prior to commencement of construction, the Contractor shall submit their plan of operations to the City for approval. Their plan shall be coordinated with the activities of the using agency and shall clearly indicate the sequence of construction. The Contractor shall conform at all times with current safety practices on the project.
- B. Trade Names. Any catalog number or trade name used herein or on the drawings is for descriptive purposes only.
- C. Frost Line. The normal frost line has been determined for the site of the work as being 2 feet 6 inches below the surface of the ground, but all pipes shall have a minimum of 36 inches cover.

8. Interference with Traffic and Private and Public Pro

- A. The Contractor at all times shall conduct the work in such 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 that 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 City.
- B. The Contractor shall wherever necessary or required provide and maintain proper barricades, fences, danger signals, signs and lights, provide a sufficient number of watchmen and take such other precautions as may be necessary to protect life, property, adjacent buildings, and structures. The Contractor shall be liable for and hold the City free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.
- C. 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 the highways. Any such material spilled upon highways shall immediately be cleaned up from the location and disposed of.
- D. 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.

- E. 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 had 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.

9. Contract Drawings and Specifications

Contract drawings (when applicable) and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction. The work shall conform to the drawings all of which form a part of these specifications and are available at the office of the City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky.

10. Record Documents

The contractor shall maintain and provide the City with construction record documents upon substantial completion of the work. The contractor shall legibly record actual construction including: depths of various elements of construction, horizontal and vertical location of underground utilities and appurtenances, field changes of dimensions and details, changes made by change order or field order, and details not on original drawings. Final payment will not be made until satisfactory record documents are received by the City.



CITY OF ERLANGER SAFETY

1. General

Safety provisions shall conform to the Federal and State Department of Labor Occupational Safety and Health ACT (OSHA), most current version, and all other applicable Federal, State, County, Township, City and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these project documents. Where any of these are in conflict, the more stringent requirements shall be followed. Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

2. Contractor's Responsibility for Safety

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs to protect the safety of employees and all persons within, at, or near the job site. This shall include responsibility for all work, materials, stored materials, chemicals, chemical reaction, harmful fumes from construction activities, steam/heat activities, pollutants to air/water, and all other hazardous actions from construction.

Neither the professional activities of the design professional, nor the presence of the design professional nor his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for the performance, supervision, or coordination of all portions of the work or construction in accordance with the project documents and any health and safety precautions required by an regulatory agencies.

The Contractor shall perform all necessary work to protect all personnel and the general public from hazards, including, but not limited to, surface irregularities or grade changes, and trenches or excavations. The Contractor shall furnish barricades and proper signage to safeguard all persons and work. It may be necessary to provide (approved) alternative routes for streets, drives, or walks used by the general public to eliminate the possible hazard.

Certain products specified or used may contain warnings by the manufacturers that under certain conditions, if instructions for use are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct their employees in the safe use of the product, or any product substitution.



3. Storage of Hazardous Materials

The material shall be stored and handled in a proper and safe manner and upon its use, immediately disposed of the containers, cans, rags, and remnants of the material at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the construction site.

4. Traffic Safety and Access to Property

- A. Comply with all rules and regulations of the city, state and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the Owner and the controlling authority. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved barricades, signs, and lights where necessary for the safety of the public. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained with temporary asphalt (or approved other) that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Access to businesses, schools and homes along the route of the work shall be provided by the Contractor at all times. Cleanup operations shall follow immediately behind backfilling and the worksite shall be kept in an orderly condition at all times.
- C. Supply flagmen and guards or police when they are required by regulation, when deemed necessary for safety, or required by the Owner. Flagmen and Guards shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

5. Protection of Pro

The Contractor shall be responsible for other (non-used) portions of the construction site, and all adjoining property to the construction activities. This includes, but is not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.



The Contractor shall not change the direction of surface water or discharge storm water onto adjacent properties without prior approval of the City.

When, in the opinion of the Contractor, the construction activities might have a negative effect on adjacent properties to the construction site, the Contractor shall notify the Owner prior to beginning said activity.

6. Accident Reports

It shall be the Contractor's responsibility to report all accidents to the proper authorities. In addition, the Contractor shall promptly report the accident to the City, giving full details of the occurrence.

If a claim is made by anyone against the Contractor, or any subcontractor, because of an accident, the Contractor shall promptly report the facts, in writing, to the City, giving full details of the claim.

7. Fire Prevention and Protection

Perform all work in firesafe manner. Furnish and maintain on the site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire prevention regulations.



CITY OF ERLANGER BID SPECIFICATIONS

The specifications are as follows:

1. Mill approximately 650 square yards of asphalt at 2 inches and fill back with 2 inches of asphalt surface mix. The areas will be determined by the City of Erlanger.
2. Crack fill approximately 11,500 square yards of pavement.
3. Seal coat approximately 11,500 square yards of pavement.
4. The location is Sycamore Tree Ln from Houston Rd to Turfway Rd.
5. No traffic control will be needed, the City will shut the road down for this project.



CITY OF ERLANGER BID FORM

The undersigned Bidder hereby bids, offers, and proposes to complete the project as specified in the document entitled City of Erlanger Sycamore Tree Lane Asphalt Street Improvements Bid Specifications, attached hereto and made a part hereof by reference, for the "Amount Bid" indicated; and pursuant to the terms and provisions of the City of Erlanger Sycamore Tree Lane Asphalt Street Improvements 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 Bidder hereby authorizes the City to investigate the Bidder 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 Bidder to comply with the terms and provisions hereof and the City of Erlanger Sycamore Tree Lane Asphalt Street Improvements Bid Agreement.

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 QUANTITY SHEET

Note: Please fill in ALL unit costs or your bid may be disqualified.

Questions from contractors during the bidding process should be submitted by email to: joe.daugherty@erlangerpw.com and jason.iames@erlangerpw.com with the subject line of "ERL - Sycamore Tree Lane - Asphalt Street Improvements".

Questions must be submitted no later than 48 hours prior to the bid due date.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	COST
1	Milling of EX. Asphalt Spots, 2" Milling	650	SY		
2	2" Bituminous Surface Course Asphalt Applied	650	SY		
3	Crack Seal	11,500	SY		
4	Seal Coat	11,500	SY		

TOTAL CONTRACTOR BID	
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CITY OF ERLANGER BID AGREEMENT

This 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 CONTRACTOR)

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

WITNESSETH:

WHEREAS, the City has provided for the making of a public improvement known as the “Sycamore Tree Lane Asphalt Street Improvements Project, hereinafter referred to as the “Project”, described in the plans and specifications; and

WHEREAS, on April 18, 2025, the City advertised in LinkNKY 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 May 2, 2025, the City received the bid from the Contractor attached hereto and made a part hereof by reference; and

WHEREAS, the bid of the Contractor, 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 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; and the project **must be completed by June 30, 2025, unless an extension has been agreed upon by both parties in writing**. 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, unless an extension has been agreed upon by both parties in writing**.

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 Responsibility

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

9.2 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.

10.0 Interference with Traffic and Private and Public Property

10.1 The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private business or with private property 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.

10.2 The Contractor shall wherever necessary or required provide and maintain proper barricades, fences, danger signals, signs, and light, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect 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.



10.3 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 supplied on highways shall be immediately cleaned up from the location and disposed of.

10.4 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.

10.5 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.

11.0 Miscellaneous Provisions

11.1 Governing Law

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

11.2 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.

11.3 Assignability

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

11.4 Amendment

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



11.5 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.

11.6 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.

11.7 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.

11.8 Notices

All notices required by the provisions of this agreement shall be in writing and e-mailed, 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 CONTRACTOR)

(PRINTED MAILING ADDRESS OF CONTRACTOR)

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 _____

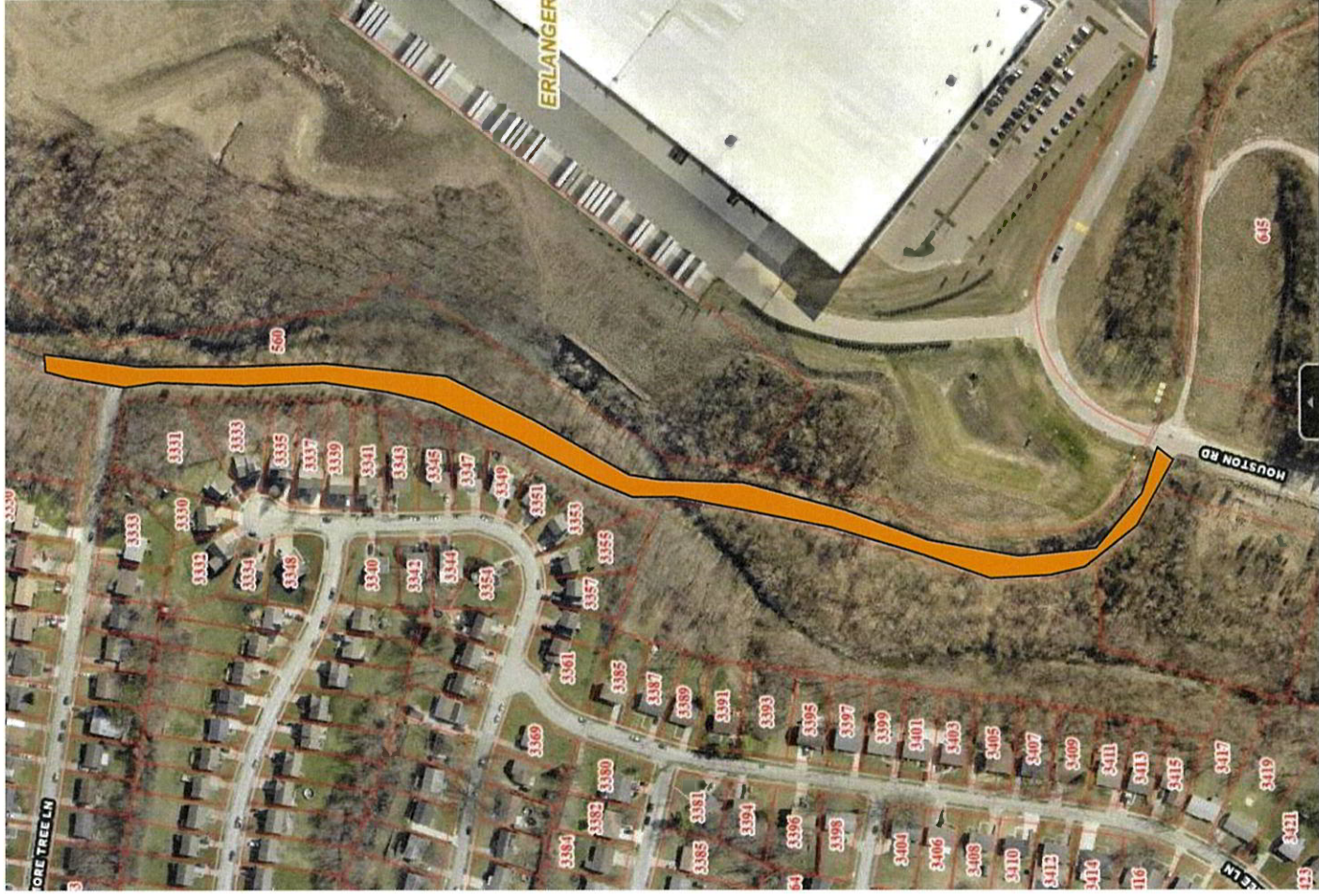
SUBSCRIBED AND SWORN TO before me, a Notary Public, by

of _____
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF CONTRACTOR)
on _____, 2025.

NOTARY PUBLIC

Signature of Signatory

Commission Expires _____
State of _____
County of _____



Sycamore Tree Lane

Asphalt Mill and Overlay

Approximately 650 SQ Yards - Areas to be determined by City



Sycamore Tree Lane
Asphalt Seal Coat and Crack Seal
Approximately 11,500 SQ Yards