

## INVITATION TO BID

1. The City of Mount Sterling, Kentucky requests sealed bids for the resurfacing, repairs, and reconstruction of various city streets.
2. Sealed bids will be accepted from KY DOT pre-approved paving contractors on this project until 9:00AM EST or 8:00 AM CST July 16, 2026 at which time the bids will be publicly opened at City Hall.
3. The City of Mt. Sterling, Kentucky reserves the right to reject any and all bids, regardless of cause.
4. Specifications and bid documents may be obtained at City Hall, 33 North Maysville Street, Mt. Sterling, KY (859) 498-8725.

FORM OF PROPOSAL

TO: City of Mt. Sterling, Kentucky

FROM: \_\_\_\_\_

Name of Bidder

\_\_\_\_\_

Address

\_\_\_\_\_

City State ZIP

FOR: RESURFACING & REPAIRS TO VARIOUS STREETS IN CITY OF MT. STERLING, KENTUCKY

NOTES TO CONTRACTORS:

- (A) Make proposal in duplicate on this form.
- (B) These forms will be mailed by the Engineers upon written request for the same.
- (C) It is satisfactory for the Contractor to write the Proposal on their own stationary, but they should follow this form.

The undersigned proposes to furnish all material and labor and do everything necessary to complete the above-named project according to the Plans and Specifications in this notice, for the sum set out below.

1. BASE BID: For the sum of

\_\_\_\_\_

(\$ \_\_\_\_\_ , \_\_\_\_\_ )

\_\_\_\_\_

2. ADDENDA: The following Addenda to Plans and Specifications are hereby acknowledged: N/A
3. COMMENCEMENT AND COMPLETION: Work will be started within ten (10) calendar days after Notice to Proceed.
4. UNIT PRICES: The following work shall be performed at the following unit prices for more or less work than that called for in the Specifications:

DESCRIPTION OF WORK (Various Quantities):

1. Old Silo View - 92 ft total length (section of street only)
  - a. 92ft l x 23ft w 2 in depth = 28 tons- Surface
  - b. 92ft l x 23ft w 2 in depth = 28 tons - Milling
2. Silverlake Drive – 170 ft total length (section of street only)
  - a. 170ft l x 28ft w 2 in depth = 62 tons - Surface
  - a. 170ft l x 28ft w 2 in depth = 62 tons - Milling
3. Bigstaff Court – 450 ft total length (Winn Street to Sterling Avenue)
  - a. 450ft l x 20ft w 2 in depth = 117 tons - Surface
  - b. 450ft l x 20ft w 2 in depth = 117 tons - Milling
4. Winn Street - 950 ft total length (North Maysville Street to North Sycamore St. intersection)
  - a. 905ft l x 24ft w 2 in depth = 295 tons – Surface
  - b. 905ft l x 24ft w 2 in depth = 295 tons – Milling

NOTE: Perspective bidders shall furnish the per ton price for liquid asphalt as of the date of this bid. Should the price of liquid asphalt be greater at the time of paving takes place, then the City of Mt. Sterling will pay the additional increase in cost. If the price of liquid asphalt is less at the time of paving is performed, then the contractor shall lower the bid price accordingly.

ASPHALT LIQUID INDEX PRICE: \_\_\_\_\_

ESTIMATED QUANTITIES:

1. \_\_\_\_\_ tons bituminous concrete surface, including tack or prime coat @ \$\_\_\_\_\_ per ton (in place) = \$\_\_\_\_\_
2. \_\_\_\_\_ tons milling and removal of old surface (1 to 2 inch depth) @ \$\_\_\_\_\_ per ton = \$\_\_\_\_\_
3. \_\_\_\_\_ tons bituminous concrete surface, including tack or prime coat (patching or small areas) @ \$\_\_\_\_\_ per ton = \$\_\_\_\_\_

Total Bid = \$ \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

\_\_\_\_\_ BY \_\_\_\_\_

Signature

Printed Name

\_\_\_\_\_

Date

NOTE: The City of Mt. Sterling, Kentucky reserves the right to add additional paving and/or repairs to other streets not specified in this proposal as the same unit prices as stated in this bid document and/or delete from contract any streets or paving if funding is not available for this entire project and/or to change paving depths or amounts of materials required on any streets.

IDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the City of Mt. Sterling, Kentucky; it's agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising from the execution of the work under this contract.

#### SPECIAL CONDITIONS

1. Conditions at the site: Each bidder, before submitting bid, shall visit the site, check all measurements, and thoroughly familiarize himself with all existing conditions, and conditions likely to be encountered in the work to be done under this contract. All contractors furnishing materials and equipment for this contract shall obtain exact dimensions at the site. Bids must be based on the information contained in this invitation, data acquired at the site, and subsequent addenda.
2. Withdrawal of bids: Any bidder may withdraw a previously submitted bid in person only. After the bids are publicly opened and read aloud, no bidder may withdraw the bid for thirty (30) days thereafter. In case of discrepancy between the bid price in words and in figures in the proposal, the price in words will control.
3. Or Equal: In any specification and/or specifications appear in this invitation which restrict any bidder from bidding whose product is equal in performance, construction, efficiency, etc., to that specified, then, and in that event the bidder may submit a bid on their product with the assurance that their bid will be considered in determining the lowest and best bid herefrom.
4. The City of Mt. Sterling, Kentucky reserves the right to reject any and all bids.
5. Contractor's Obligations: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all of the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications, and in accordance with provisions of this Contract and said Specifications, and in accordance with plans and drawings. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of their plant, appliances, and the methods and for any damage which may result from their failure or improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the owner.
6. Unit Prices: The unit prices for the items set forth in the bid proposal shall become part of the Contract. It is mutually understood and agreed that such unit prices include all items of cost, overhead, and profit for the Contractor and subcontractor(s) involved, and that they shall be used uniformly without modification for either additions or deductions. The unit prices shall be used to determine the equitable adjustment of the Contract price in connection with changes or extra work performed under the Contract, and the Rules of Measurement shall govern.
7. Insurance: The Contractor shall have insurance in force at the time of bidding to cover "Worker's Compensation," "Public Liability", and Property Damages per Kentucky Statutes, to eliminate any liability to the City of Mt. Sterling, Kentucky, regardless of the cause.

8. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Mt. Sterling, Kentucky; it's agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising from the execution of the work under this contract.

### SPECIFICATIONS

1. SCOPE:
  - a. This section covers all materials and labor required to finish that branch of work embraced by the above heading.
  - b. Include the following:
    - i. Do all Bituminous Paving
    - ii. Do all wedging, leveling, and patching.
2. LINES AND GRADE:
  - a. The City of Mt. Sterling, Kentucky will furnish any grades and do the survey work (if necessary) for completion of the project.
  - b. The Contractor will be directly responsible to the City of Mt. Sterling, Kentucky and all work will be approved by the City prior to any payment to the Contractor.
  - c. The City of Mt. Sterling, Kentucky will check the streets prior to placing of any bituminous material and will check the finished paving prior to final acceptance by the City.
3. PROTECTION OF UTILITY LINES:
  - a. During the progress of the work, the Contractor shall protect any utility lines encountered and shall be responsible for the continuous operation for the service required.
  - b. The Contractor shall promptly notify the Owner should any lines be encountered in the process of the construction.
  - c. All manholes located on any street to be resurfaced will be raised by the City prior to any paving.
  - d. All water valve covers and/or gas valve covers located on any street to be resurfaced will be raised by the respective utility company prior to paving.
4. CONSTRUCTION LIMITS:
  - a. The construction area shall be limited to the area within any street to be resurfaced.
  - b. The Contractor shall not park any equipment or stockpile any materials upon private property or any street that has been resurfaced under this project.
  - c. The Contractor shall keep any connecting roads or streets open at all times during construction and shall use discretion at all times in the parking of equipment. If a street or road needs to be closed to vehicle traffic in order to complete work, the City requests prior notification so that the public can be notified through a press release.
  - d. The Contractor shall be responsible for the damage to any City property or private property through negligence.
5. TRAFFIC PROTECTION:
  - a. The Contractor shall have flagmen available at all times to assist in the routing of traffic around any street to be resurfaced.

- b. The Contractor shall furnish adequate, painted barricades or barriers with attached arrows or other directional devices to indicate any re-routing of traffic around the construction area.
  - c. The Contractor shall work with the City to announce to the public the paving schedule.
  - d. The Contractor shall coordinate all work with the City Public Works Director.
6. BITUMINOUS CONCRETE PAVING:
- a. Provide bituminous concrete paving on streets as shown on Bid Proposal and constructed in accordance with the standard specifications of the Kentucky Transportation Cabinet, Department of Highways (latest edition) as follows:
    - i. The asphalt to be used in the surface material shall be PG 64-22 and shall meet all Kentucky Transportation Cabinet Department of Highways Specifications (latest edition).
    - ii. Prime the area to be surfaced with SS1H or equal applied under pressure at the rate of 1/10 gallon per square yard.
    - iii. Provide one (1) course of Class "A" Bituminous concrete surface, conforming to the Kentucky Transportation Cabinet, Department of Highways specifications (latest edition). The course shall consist of Class "A" natural sand surface (river sand).
    - iv. Thoroughly compact the surface material with up to 10 to 15 ton tandem roller. Finish rolling is to be accomplished with a 5 to 8 ton tandem roller.
    - v. Repairs – At final completion of this project, the Contractor shall make any necessary repairs to the macadam surfaces and leave same in a neat and clean condition.
7. TIME LIMITS:
- a. The Contractor shall have forty-five (45) calendar days to complete the contract after the date of awarding.
  - b. The Contractor shall be assessed fifty dollars (\$50) per day liquidated damages for failure to meet the completion date.
  - c. If inclement weather is encountered during the forty-five (45) day time limit, additional time may be allotted for the completion of the project. As a general rule, for every day of inclement weather the City will grant two (2) additional days to complete the project.
8. PAYMENT:
- a. Payment to the Contractor will be for the actual amount of the materials used and not bid quantities.
  - b. The City of Mount Sterling will meet with the Contractor prior to final payment to compute all areas and quantities prior to any payment to the Contractor.
  - c. Payment to the Contractor shall be 90% of the final payment within thirty (30) days of completion of all work. The final payment of 10% will be made within sixty (60) days of completion of all work.
  - a. The Contractor shall submit to the Public Works Director the weigh sheets for the actual amount of materials used on the project.

9. CONTACT: The City of Mt. Sterling, Kentucky may be contacted at (859)498-8725 (City Hall-Mayor Al Botts) and (859)498-8744 (Director of Public Works-Nathan Boston)