CITY OF GLASGOW
Crushed Stone
UNIT BID PROPOSAL

The attached proposal is hereby made to the City of Glasgow, Kentucky, by:

The undersigned hereby proposes and agrees to furnish the City of Glasgow, Kentucky, with crushed stone in accordance with the specification and at the rates shown on the attached bid proposal sheet.

Sealed bids will be opened at Glasgow City Hall, Office of the Mayor, 126 East Public Square, Glasgow, Kentucky, Wednesday, May 25, 2016 at 3:00 pm CDT. Bids shall be enclosed in an envelope clearly labeled with the words, “Bid Documents, Name of Bidder, and Date and Time of Bid Opening”. All Bid Proposal Sheets must be attached to this bid proposal.

The bidder understands that this proposal is submitted subject to the following conditions:

1. Bids will be evaluated based on price per ton.

2. Preference will be given to bidders having all the listed stone, however, the City reserves the right to accept bids on the basis of total evaluated bid or to accept portions of any bid.

3. The City guarantees no minimum quantities, nor does it guarantee any minimum for the total contract.

4. **Bid prices stated are for the period of July 1, 2016 and ending June 30, 2017.**

5. The Contract will be awarded to the responsible bidder submitting the lowest evaluated bid complying with the specifications.

6. The City reserves the right to reject any and all bids or waive any informality or technicality in any Proposal in the interest of the City.
In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish any and all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule. Items on bid are exempt from federal excise tax and Kentucky sales and use tax. Title shall pass to the City upon actual receipt and acceptance of the items. In the event there is a discrepancy between the unit price and the extended price, the unit price shall govern.

Procurement: City of Glasgow does abide by Residential Bidder Preference per KRS 45A.490 - .494: KAR 5:400. This is designed to give in-state bidders an advantage against out-of-state bidders whose states have bidder preference laws. Prior to awarding a contract, City of Glasgow must provide a preference to resident bidders of KY against non-resident bidders. If those non-resident bidders are registered in a state that gives or requires its own residential bidder preference. Preference must be equal to preference given or required by state of non-resident bidder. If tie between resident and non-resident, preference must go to resident.
## BIDS – FICSAL YEAR 2016-2017

1) ** Crushed Stone **
   The following runs per price unit:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Price per Ton Picked Up @ Quarry</th>
<th>Price per Ton Delivered to Landfill Glen Garry Rd &amp; Glasgow DPW 310 W Front St</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 and/or 2 &amp; 3</td>
<td></td>
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<tr>
<td>9M</td>
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<tr>
<td>57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixed Sand</td>
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<td></td>
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<tr>
<td>DGA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.S. Riprap, Etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarry – run etc/riprap</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bidder to Provide the following:**
Load City Trucks within fifteen (15) minutes each unless an equipment breakdown occurs.
BIDS

All bids shall be submitted on forms supplied by the Public Works Department of the City of Glasgow.

Bid Documents shall be enclosed in an envelope clearly labeled with the words “Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening”, in order to guard against premature opening of the bid. Each bid shall be addressed to the Mayor, and shall be delivered at the address given in the invitation to bid on or before the day and hour set for the opening of bids. It is the sole responsibility of the bidder to see that his bid is received on time.

BIDDER’S QUALIFICATIONS

The City of Glasgow (hereinafter referred to as Owner), shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract, and the bidder shall furnish the Owner all such information and data for this purpose as he may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the Contract.

OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause to be opened and publicly read aloud every bid received within the time set for received bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

AWARD OF CONTRACT: REJECTION OF BIDS

The Contract will be awarded to the responsible bidder submitting the lowest evaluated bid complying with the specifications. The award of the Contract will be based upon consideration of not only cost, but also experience with similar projects, staffing, equipment, present workload, and demonstrated ability to meet schedules. The Owner will give weight to each of the above selection criterion based upon the relative importance of each to this project. The Owner, however, reserves the right to reject any and all bids, and to waive any informality in bids received, whenever such rejection or waiver is in his interest. The Bidder to whom the award is made will be notified at the earliest possible date.

PROOF OF COMPETENCY OF BIDDER

Any bidder may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

PERMITS

The Contractor shall be responsible for obtaining all permits, licenses, and fees required for this project.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or nation original.
INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his subcontractors, the Owner, including agents of the Owner from claims for bodily injury, death or property damage, which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and shall have filed the certificate of insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without (10) days written notice to the Owner of intention to cancel. The amounts of such insurance shall not be less than the following.

1. Workmen’s Compensation, in accordance with the Workmen’s Compensation Laws for the Commonwealth of Kentucky.
2. Comprehensive general liability with limits of not less than one million dollars ($1,000,000), $250,000/One Person.
3. Automobile public liability concerning all owned, non-owned, and hired vehicles in connection with this project with limits of not less than one million dollars ($1,000,000), $250,000/One Accident.

INDEMNITY

The Contractor shall indemnify and save the Owner and agents of the Owner harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of any omission or act of the Contractor, his agents or employees, in the execution of the work or in his guarding of it. The Contractor shall obtain in the name of the Owner and shall maintain and pay the premiums for such insurance in such amount and with such provisions as will protect the Owner, its agents and employees, from contingent liability under this Contract and a copy of such insurance policy or policies shall be delivered by the Owner.

WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, caution lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public, including signing for any specific detours. All barricades and obstructions shall be protected at night by red or yellow signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted with reflective paint to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. All Warning signs shall be in accordance with the Commonwealth of Kentucky's Department of Transportation Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance, (MUTCD).

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed in except as approved by the Engineer.

DAMAGE TO EXISTING FACILITIES, PROPERTY, ETC.

The contractor shall avoid damage as a result of his operations to existing sidewalks, street, pavement, utilities, adjoining property, the work of other Contractors and the property of the Owner and others, and shall at his own expense completely repair any damage thereto caused by his operations.
a. Location of Utilities
   It shall be the Contractor’s responsibility to familiarize himself with the location of all utilities or other obstructions within the specified limits of his construction, and to accurately determine the location of such utilities or obstructions, in order that he may prevent all damage thereto.

b. Claims for Extra Cost
   Omission of specific location of utilities or obstruction on drawings provided will not constitute basis of claims for extra cost for damage to said utilities, or to any other property or equipment, nor shall this relieve the Contractor of his responsibility to repair all such damage at his own expense.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS
   “It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, Stat. 96”.

SANITARY FACILITIES
   The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the need arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking water stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

ACCIDENT PREVENTION
   The contractor shall exercise proper precautions at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, Inc. as well as all OSHA requirements shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Engineer may determine to be reasonable necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the “Manual of Accident Prevention in Construction”, to the extent that such provisions are not in contravention of applicable law.

GUARANTY
   The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice to observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustment, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.