

9. Bid Proposal and Legal Forms

The Total Book and the following **COMPLETED** forms must be submitted with your bid:

1. Bidder Information Sheet
 2. Bid Proposal
 3. Bid Form
 4. Bid Guaranty and Contract Bond (two pages)
 5. Certificate As To Interest
 6. Subcontractors List
 7. Certification As To Kentucky Resident Status or Certification As to Non-Resident Status
- a. The following documents are included for reference. Only the selected Contractor will be required to complete:
- i. Contract
 - ii. Personal Property Affidavit
 - iii. Guarantee
 - iv. Release of Lien



10. Bidder Information Sheet

ATTENTION BIDDER:

Please fill out this form and submit with your bid.
(please print)

COMPANY NAME:

FEDERAL ID NUMBER:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

CELL NUMBER:

EMAIL ADDRESS:



11. Bid Proposal

I, the undersigned, propose to furnish all labor, material, tools, and equipment necessary for the entire work as set forth in the Contract Documents, Drawings and Specifications entitled:

FORT WRIGHT SALT STORAGE BUILDING – PHASE II

I further declare that I have carefully read and examined the Instructions to Bidders, General Provisions, Contract Forms and Plans; that I have made personal examination of the job site and I understand the exact scope of work.

I acknowledge receipt of the following Addenda and have included their provisions in this proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

I have included a Bid Guarantee and Contract Bond of 100% of the Bid, including Alternates.

In submitting this Bid, I agree to:

1. Hold this proposal open 60 days after bid date.
2. Accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. Enter into a Contract, if awarded, on the basis of this Proposal within ten days after receipt of such notice and to furnish required bonds and insurance certificates.
4. Substantially complete the work no later than **OCTOBER 23, 2026**

The undersigned agrees to construct and complete the work for the unit cost price per unit of measure as bid on the forms included herewith.

Contractor _____

Address _____

Telephone _____ By _____

Date _____ Title _____



12. SUMMARY OF BID PROPOSAL

FORT WRIGHT SALT STORAGE BUILDING – PHASE II Construction Bid:

\$ _____

_____ Dollars
(Written Amount)



13. Bid Guaranty And Contract Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

(Here insert full name or legal title of Contractor and address)

as Principal and _____

(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto _____

(Here insert full name or legal title of Owner)

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

FORT WRIGHT SALT STORAGE BUILDING – PHASE II

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed five percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper



contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as thought set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20_____.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address

Surety Agents Name and Address



14. Certificate As To Interest

_____, being the _____
(Name) (Position)

of _____, the bidder which submitted the foregoing
(Company Name)

proposal for the improvement, repair, and construction of:

FORT WRIGHT SALT STORAGE BUILDING – PHASE II

in the **CITY OF FORT WRIGHT**, Kentucky deposes and says that

_____ is a/an _____
(Company Name)

corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making any bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the City Council, head of any department or any employee therein or any office of the City is directly or indirectly interested in said contract.

(Company Name)

By: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

NOTARY SEAL

Notary Public _____

My Commission Expires _____, 20_____



16. Certification As To Kentucky Resident Status

1. Kentucky law provides that a Kentucky resident Bidder/Proposer shall be given a preference against a nonresident Bidder/Proposer equal to the preference given or required by the state of the nonresident Bidder/Proposer, unless such preference conflicts with federal law. In addition, if a procurement determination results in a tie between a Kentucky resident Bidder/Proposal and a non-resident Bidder/Proposer, preference shall be given to the Kentucky resident Bidder/Proposer.

2. To be eligible to be considered as a Kentucky resident Bidder/Proposer, you must: (i) satisfy the requirements set forth under Sections 3(a) and (b) below; and (ii) properly complete this certification and submit it with your Bid/Proposal. Do not sign and submit this certification unless you meet each of the requirements set forth below under Sections 3(a) and (b) below. If you do not meet the requirements set forth below under Sections 3(a) and (b) you must furnish a Certification as to Non-Resident Status contained within this solicitation.

3. The undersigned, by subscribing to this certification, certifies under oath and upon penalties of perjury, that each of the following is true and correct and that the Bidder/Proposer can furnish proof upon request by the City that each of the following is true and correct:

That on the date this Bid/Proposal was first advertised or announced as available for bidding:

- a) The Bidder/Proposer is authorized to transact business in the Commonwealth; and
- b) That the Bidder/Proposer has during the one (1) year period prior to and through the date of the advertisement for this Bid/Proposal: (i) filed Kentucky Corporate Income Taxes; (ii) made payments to the Kentucky Unemployment Insurance Fund; and (iii) maintained a Kentucky Workers Compensation Policy in effect.

Prior to an award to a Kentucky resident Bidder/Proposal, the City may require you to furnish proof satisfactory to the City that you meet each of the requirements set forth in (a) and (b) above. Failure to timely submit such proof upon request by the City may result in the lack of a preference being applied.



By certifying and signing below, I certify that each of the foregoing is true and correct for the Bidder/Proposer submitting this Bid or Proposal.

BIDDER/PROPOSER:

By: _____
Signature of authorized officer/agent

Its: _____
Title of authorized officer/agent

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing certification was sworn to and acknowledged before me this ____ day of ____
20__ by _____(name), the _____(title) for and behalf of
Bidder/proposer. .

Notary Public
My Commission Expires: _____
My Jurisdiction Is: _____



17. Certification As To Non-Resident Status

1. If you are ineligible to submit a Certification as to Kentucky Resident Status, you must complete this Certification as to Non-Resident Status.

2. Identify below each state in which you qualify as a resident for purposes of receiving a preference in that state:

- a) _____
- b) _____
- c) _____

3. For each state in which you qualify as a resident for purposes of receiving a preference under Section 2, above, for each such state list below the preference given or required by that state.

- a) _____
- b) _____
- c) _____

By certifying and signing below, I certify that each of the foregoing is true and correct for the Bidder/Proposer submitting this Bid or Proposal.

BIDDER/PROPOSER:

By: _____
Signature of authorized officer/agent

Its: _____
Title of authorized officer/agent

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing certification was sworn to and acknowledged before me this ____ day of ____
20__ by _____ (name), the _____ (title) for and behalf of
Bidder/proposer.

Notary Public
My Commission Expires: _____
My Jurisdiction Is: _____



18. Contract

THIS AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF FORT WRIGHT, KENTUCKY**, hereinafter called "OWNER", and

(Company Name)

(Business Address)

doing business as an individual, a partnership, a corporation in the County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the improvement, repair and construction of:

FORT WRIGHT SALT STORAGE BUILDING – PHASE II

hereinafter called "Work" for the sum stated in the Proposal, and for all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract Document, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Work in accordance with the conditions and price stated in the Proposal, Instructions to Bidders, the General Provisions, Construction Specifications, Plans, Drawings, Prints and Addendum therefore as approved by the Owner, and all of which are a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract within ten days from date and to substantially complete the work by **OCTOBER 23, 2026** or be subject to liquidated damages of \$250.00 per calendar day.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, and to make payments on account thereof, as provided in the General Conditions.



IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first above mentioned.

ATTEST:

OWNER:

CITY OF FORT WRIGHT

By _____

Printed Name _____

Title _____

ATTEST:

CONTRACTOR:

By _____

Printed Name _____

Title _____



19. Personal Property Tax Affidavit

STATE OF _____:

SS

COUNTY OF _____:

(Name)	(Position)	(Company)
Being first duly sworn, says that _____ was the successful bidder on the FORT WRIGHT SALT STORAGE BUILDING – PHASE II project; and, that at the time the bid was submitted, said Company was/was not (<i>mark out one</i>) charged with owing delinquent property taxes on the General Tax List of personal property in accordance with Section 5719.042 of the Kentucky Revised Code, and that the following amounts of unpaid delinquent personal property taxes, penalties, and interest thereon is due as follows:		

Delinquent personal property tax \$ _____

Penalties \$ _____

Interest \$ _____

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

NOTARY SEAL

Notary Public _____

My Commission Expires _____, 20_____



20. Guarantee

TO: **CITY OF FORT WRIGHT**
409 KYLES LANE
FORT WRIGHT, KENTUCKY 41011

DATE: _____

The undersigned _____ having heretofore entered into a contract with the **CITY OF FORT WRIGHT**, Kentucky, dated _____ for the Improvement, Repair and Construction of:

FORT WRIGHT SALT STORAGE BUILDING – PHASE II

and in accordance with the terms of said contract do hereby guarantee that all labor and material furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair and Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one year from the date hereof. Furthermore, we agree to repair at our sole cost any work which we may affect or disturb in making the repairs herein contemplated.

By _____

Title _____

Guarantee Period Begins _____
(Date)



21. Final Release Of Lien

For and in consideration of _____, the undersigned
(Total Amount Owed)

(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the Improvement, Repair and Construction of:

FORT WRIGHT SALT STORAGE BUILDING – PHASE II

In WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this _____ day of _____, 20____.

(Name of Company)

By _____

(Title)

This _____ day of _____ 20____, being personally known to me, appeared before me and executive the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

NOTARY SEAL

Notary Public _____

My Commission Expires _____, 20____

