

INVITATION TO BID
Riverport Dock Repair Project

The Eddyville Riverport and Industrial Development Authority (hereinafter "Riverport") is seeking bids for a Riverport Infrastructure Project. This Project includes the replacement of deteriorating areas of the face of the main riverport dock ultimately improving safety and preventing failure. After years of continual use, the existing structure composed of walers, channels, fenders and structural tie-back rods, has experienced substantial corrosion. In order to alleviate safety concerns, this project will consist of replacing portions of the tie-back rods that have been subject to corrosion by mechanically coupling new rods that will be grouted in place. The rods will then be secured using steel plates and channel walers. Additionally, new precast concrete fenders will be installed to replace the existing steel fenders that were significantly corroded. Miscellaneous steel patching will occur, as necessary. This project is an operational need as it will repair the sole loading dock on the property and prevent further failure that could impede production.

Those desiring to bid are encouraged to request an electronic copy of the Specification and Bid Document package during normal business hours, Monday –Friday 7:00am to 4:00 pm. Contact BFW Engineers at (270) 443-1995.

Bidder must be a Pre-Qualified Contractor with the Commonwealth of Kentucky Transportation Cabinet. To obtain Pre-Qualification status, bidder may contact KYTC-Construction Procurement at (502) 564-3500. Specifically, the Contractor shall be KYTC prequalified in at least one of the following work items:

- E1 – Bridges Not More Than 70 FT. Clear Span**
- I16 – Bridge Repair**
- I21 – Furnish and Drive Piling**
- I23 – Hydraulic Embankment Construction**
- I35 – Permanent Anchored Tiedback Walls**
- I65 – Shoring**
- I82 – Sheet Piling and Shoring**

A **required** site and specification meeting will be held on Friday, November 5, 2021 at 9:00 am at the Riverport Board Office, located at 978 Port Authority Road, Eddyville KY 42038.

Sealed Bids will be received until 7:30 am, Tuesday November 16, 2021, at the Riverport Board Office, at which time all bids will be publicly open and read aloud. Any bid received after that time will be rejected and returned unopened.

Prospective bidders shall examine the "Specifications and Bid Documents" and shall comply and conform strictly to the conditions and instructions contained therein. Questions regarding this project should be raised at the required site and specification meeting mentioned above.

Bid Security: A satisfactory Bid Bond executed by the bidder and acceptable sureties in an amount equal to **five percent (5%)** of the bid shall be submitted with each bid. Failure to submit a bid bond will result in disqualification of the bid. This Security is furnished to the Owner as a guarantee that the agreement will be executed, and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bonds: A Performance and a Labor and Material Payment Bond each in the amount of 100% of the Contract will be required in accordance with the Specifications.

The Riverport reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of the Riverport.

Eddyville Riverport and Industrial Development Authority
978 Port Authority Road
Eddyville, KY 42038
(270) 338-9671

SPECIFICATIONS

AND

BID DOCUMENTS

RIVERPORT DOCK REPAIR PROJECT

EDDYVILLE RIVERPORT AND INDUSTRIAL DEVELOPMENT AUTHORITY

978 PORT AUTHORITY ROAD

EDDYVILLE, KY

OCTOBER 2021

INFORMATION FOR BIDDERS

1. PROJECT

The Eddyville Riverport and Industrial Development Authority (hereinafter "Riverport") is seeking bids for a Riverport Infrastructure Project. This Project includes the replacement of deteriorating areas of the face of the main riverport dock ultimately improving safety and preventing failure. After years of continual use, the existing structure composed of walers, channels, fenders and structural tie-back rods, has experienced substantial corrosion. In order to alleviate safety concerns, this project will consist of replacing portions of the tie-back rods that have been subject to corrosion by mechanically coupling new rods that will be grouted in place. The rods will then be secured using steel plates and channel walers. Additionally, new precast concrete fenders will be installed to replace the existing steel fenders that were significantly corroded. Miscellaneous steel patching will occur, as necessary.

2. REQUIRED SITE AND SPECIFICATION MEETING / RECEIPT AND OPENING OF BIDS

A required Site and Specification meeting will be held on Friday, November 5, 2021 at 9:00 am at the Riverport Board Office, located at 978 Port Authority Road, Eddyville KY 42038. Separate seal bids shall be received at Riverport Board Office, until the time and date stated in the INVITATION TO BID. Bids that are received in the Riverport office prior to the time and date stated in the INVITATION to BID will be publicly opened and read aloud.

All bids shall be submitted in a sealed, opaque envelope clearly labeled with the name of the bidder, the address, and the words "**BID DOCUMENTS – SHEET PILE SHORING WALL PROJECT**" to guard against opening prior to the prescribed time set forth in the INVITATION TO BID.

3. BID SECURITY

A properly completed Satisfactory Bid Bond in an amount equal to **Five Percent (5%)** of the bid shall be submitted with each bid. No other forms of security will be accepted. A satisfactory Bid Bond shall be issued by an authorized representative of a Surety Company and shall be accompanied by a certified power of attorney dated on or before the date of bid. The Bid Bond shall include language, which assures that the bidder/principal shall give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract.

Failure to submit a Bid Bond will result in disqualification of the bid. The successful bidder's security will be retained until a contract has been signed and the required Labor and Materials Payment and Performance Bond submitted as specified. If any bidder refuses to enter into a contract, the owner will retain the Bid Bond as liquidated damages, but not as a penalty. The Bid Security of the remaining bidders will be returned as soon as practical. However, the Owner reserves the right to retain the security of the remaining bidders until 60 days after the bid opening.

4. BONDS

A Performance Bond and a Labor and Material Payment Bond each in the amount of **100%** of the Contract as awarded. The bonds shall be used as security for the faithful performance of the Contract and shall be in the form included in the specifications.

The failure of the successful bidder to supply the required Bonds within ten (10) days after the prescribed forms are presented for signature or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for

which a contract for the work is subsequently executed provided that the amount thus due shall be limited to the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Owner for any refund of the bid security or expense the Bidder incurred to develop the bid.

5. PREPARATION OF PROPOSAL

Each bid must be submitted description of work for the bid prices must be filled in by handwritten in ink or type written, in both words and figures. Bid prices shall include all labor, materials, removal of debris, and equipment necessary to complete the work in accordance with the bid documents. In addition, each Bidder must submit similar completed projects of the same size and job scope of this project. Bidders must provide work experience history in performing in the project in the USA.

6. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder shall be familiarized with and comply with the terms and conditions of the bid documents and specifications before preparing their proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize themselves with the conditions relating to the specifications shall in no way relieve any bidder from any obligation in respect to the bid. All work for this project must follow KYTC's Standard Specifications for Roadway and Bridge Construction (Spec Book). Where applicable, all products and materials utilized on this project must be found on the Commonwealth of Kentucky Transportation Cabinet List of Approved Materials. Any special provisions, project notes, or deadlines indicating a deviation from the standards contained in the Spec Book must also be included in the Bid proposal.

7. TAX EXEMPTION

The Riverport is exempt from taxes and, for that reason; the bid price shall not include any taxes.

8. QUALIFICATIONS OF BIDDER

The Bidder's qualifications, along with all proposed sub-contractors, shall include, but not be limited to, being pre-qualified with the Kentucky Transportation Cabinet. A copy of the certificate of eligibility for the bidder and all proposed sub-contractors shall be included with the bid proposal for proof of qualification. To obtain Pre-Qualification status, bidder may contact KYTC-Construction Procurement at (502) 564-3500. Specifically, the Contractor shall be KYTC prequalified in at least one of the following work items:

- E1 – Bridges Not More Than 70 FT. Clear Span**
- I16 – Bridge Repair**
- I21 – Furnish and Drive Piling**
- I23 – Hydraulic Embankment Construction**
- I35 – Permanent Anchored Tiedback Walls**
- I65 – Shoring**
- I82 – Sheet Piling and Shoring**

Bidders must be regular full-time contractors in the type of service specified. The Riverport may investigate as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all information and data for this purpose as requested by the Riverport. The Riverport reserves the right to reject any bid that such evidence submitted by, or investigation of such bidder fails to satisfy the Riverport that such bidder is properly qualified to carry out the obligations of the Bid and complete the project. Conditional bids will not be accepted.

9. ERRORS, INTERPRETATIONS AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or have doubt as to the meaning of a Specifications or other Bid Documents, the bidder should immediately notify the Riverport who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Riverport or Riverport employee shall be effective to modify any provisions of the Bid Documents.

10. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

The Riverport reserves the right to reject any or all bids and may waive any informality.

Award of work under this bid shall be on a non-exclusive basis and the Riverport reserves the right to make a separate award for any item of work, a group of items or all items, and to make an award either in whole or in part or to make multiple awards, whichever is deemed in the best interest of the Riverport. No provision of this Bid shall prevent the Riverport from bidding or awarding individual or separate contracts for the projects containing identical or similar items of work as contained in this Bid. The award(s) will be made to the lowest responsive and responsible bidder(s) as determined by the Riverport.

The Bid will be awarded that results in the (1) lowest net cost and best value to the Riverport. The Bidder's efficiency, experience, and timeline may be considered in the awarding of the Bid and may result in an award to a vendor other than the bidder quoting the lowest price. In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.

11. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the Riverport and pre-qualified by KYTC. The approval of the proposed subcontract award cannot be given by the Riverport unless and until the successful bidder submits all information and evidence requested by the Riverport regarding the proposed Subcontractor. The bidder is required to attach such information and evidence to the bid.

12. RIGHT OF THE RIVERPORT TO TERMINATE PROJECT

In the event that any of the provisions of this Bid are violated by the Contractor, or by any of their Subcontractors, the Riverport may serve written notice of its intention to terminate the Work. Such notice to contain the reason(s) for such intention to terminate, and unless within five (5) calendar days after the serving of notice the violation or delay shall cease and satisfactory arrangement of correction have been made. The project shall upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Riverport shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Riverport may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Riverport for any excess cost incurred by the Riverport as a result of such termination.

13. PAYMENTS

Invoices shall be furnished to the Riverport for verification and approval of the amount due to the Contractor. Invoices are to be supported for materials, equipment, and supplies with the manufacturers cost less any and all discounts afforded to the Contractor or Subcontractor. Payments of invoices will follow KYTC procedures. Final payment will not be made until

final acceptance by the Riverport of the entire portion of the Contractor's work is completed. The Contractor agrees to indemnify and hold harmless the Riverport for any and all claims growing out of the lawful demands of subcontractors, laborers, suppliers, and assignees.

14. SAFETY AND ENVIRONMENTAL

The Contractor shall perform all work in accordance with any and all U.S. Federal, State of Kentucky, Local (Eddyville and Lyon County) safety and environmental laws and regulations including but not limited to Department of Labor, Office of Safety and Health Administration, U.S. Coast Guard, and Environmental Protection Agency. The Contractor will hold the Riverport harmless for any and all fines for non-compliance whatsoever.

15. WARRANTIES

Contractor shall extend all manufacturers' warranties on materials, equipment, and supplies to the Riverport. In addition, the Contractor must provide a workmanship warranty on work conducted under the supervision of the Contractor. Should inadequate workmanship under the supervision of the Contractor result in damage to Riverport property including but not limited to equipment, and/or materials, or supplies of the work, the Contractor shall be held liable for restoring said damage to a workable condition acceptable by the Riverport.

16. AFFIDAVITS

Bidders are required to complete the following affidavits and submit those with their bids:

1. Annual Affidavit for Bidders, Offerors, and Contractors
2. Affidavit for Bidders Claiming Resident Bidder Status OR Affidavit for Bidders Claiming Qualified Bidder Status
3. Affidavit Regarding Subcontractors
4. Affidavit Regarding Illegal Immigrants

General Conditions

The Riverport Director or assigned designee shall be the Contractor's direct contact during the work progress.

The Contractor shall employ legal, honest and responsible employees, skilled in the task(s) assigned to them. The Contractor is required to check in with the Riverport Director or assigned designee on a daily basis to discuss work area and ensure the section assigned for work is properly tagged and "Locked Out" for safety. Contractor's personnel under its supervision, direct or indirect, are only allowed in the assigned work area of the Riverport property. **All work shall be coordinated with Eddyville Riverport and Industrial Development Authority personnel to ensure work does not conflict with barge operations.**

All work shall be completed in a professional workmanlike manner in strict accordance with the Bid Document.

The Riverport reserves the right to establish the order of priority for the project and delete any portion of the work upon notification to the Contractor.

The Contractor agrees to indemnify the Riverport against and save the Riverport harmless from any and all liability and loss from any claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor or Subcontractor, and for damage to any property that may occur or that may be alleged to have occurred in the course of performance of the work, or failure to guard the same, whether such act of failure to act is by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor agrees at its own expense to pay all charges for attorneys in connection with the defense against any such claim, and if any judgement should be rendered against the Riverport, the Contractor will satisfy and discharge the same without cost or expense to the Riverport.

1. All insurance policies must name the Riverport as an additional insured and loss payee, as the Riverport interest may appear and such insurance shall be primary, non-contributory, and shall provide a waiver of subrogation in favor of the Riverport.
2. The insurance required herein shall be no less protective of the Riverport than it is of the Contractor or Subcontractor. Any and all subcontractors must maintain insurance in compliance with the Riverport Insurance requirements including but not limited to naming and waiver provision.
3. Before commencing work, the Contractor and Subcontractor(s) shall obtain and deliver Certificates of Insurance to the Riverport Director's office. The Contractor and Subcontractor(s) shall maintain insurance of the kinds and in at least the amounts specified in U.S. Dollars hereunder in a form satisfactory to the Riverport; such certificates shall contain a provision that the Riverport shall be given a minimum thirty (30) days advance written notice by registered mail of, modification, change, termination, cancellation or expiration of coverage. Renewal certificates shall be provided at least sixty (60) days prior to expiration of the policy. The cost of such insurance shall be the sole responsibility of the Contractor. The Contract shall require each Subcontractor directly or indirectly employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
 - A. Worker's Compensation Coverage and Employer's Liability Coverage A at Statutory Limits in accordance with Kentucky Law and Coverage B at limits of five hundred thousand/ five hundred thousand / five hundred thousand (\$500,000 / \$500,000 / \$500,000). If applicable, coverage shall also include United States Longshore & Harbor Worker's Act (USL&H) coverage to statutory limit.
 - B. Broad Form Commercial General Liability including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverage, written on a "per occurrence" basis with minimum combined coverage for bodily injury, personnel injury,

and property damage liability of two million (\$2,000,000) general annual aggregate, one million (\$1,000,000) per occurrence and two million (\$2,000,000) Products/ Completed Operations Aggregate. Products and Completed Operations coverage shall be maintained for not less than three years following completion of the work hereunder.

- C. Comprehensive Automobile Liability insurance against claims for injury or death to person and damage to property occurring in or about the Riverport with a minimum coverage of one million (\$1,000,000) combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, hired car liability, and non-owned auto liability.
- D. Pollution Legal Liability insurance to include pollution clean-up, bodily injury, and property damage with a minimum limit of liability of three million (\$3,000,000) for each occurrence.
- E. Excess/Umbrella/Bumbershoot coverages in excess of the specified coverages in sections A through C, with a limit of not less than five million (\$5,000,000).

No insurance required or furnished hereunder shall in any way relieve the Contractor or Subcontractors of or diminish any of their responsibilities, obligations and liabilities under this Contract.

Riverport Infrastructure Project Provisions

1. SCOPE OF THE PROJECT

The work to be completed under this Bid shall include but not limited to the following:

The Eddyville Riverport and Industrial Development Authority (hereinafter "Riverport") is seeking bids for a Riverport Infrastructure Project. This Project includes the replacement of deteriorating areas of the face of the main riverport dock ultimately improving safety and preventing failure. After years of continual use, the existing structure composed of walers, channels, fenders and structural tie-back rods, has experienced substantial corrosion. In order to alleviate safety concerns, this project will consist of replacing portions of the tie-back rods that have been subject to corrosion by mechanically coupling new rods that will be grouted in place. The rods will then be secured using steel plates and channel walers. Additionally, new precast concrete fenders will be installed to replace the existing steel fenders that were significantly corroded. Miscellaneous steel patching will occur, as necessary.

Contractor shall protect all surrounding areas during the course of construction. Contractor shall conduct demolition and debris removal with minimum interference and shall not allow demolished materials to accumulate on site. All demolition and construction debris shall be hauled off-site and disposed on in a legal matter, all hauling and disposal fees shall be the responsibility of the contractor with no additional to the owner. **A full set of site plans can be in viewed at BFW's office, located at 500 South 17th Street, Paducah KY 42001.**

It is intended that this Project be completed as directed by the Riverport Director or a Designee in accordance with the unit price bid.

2. PROJECT BID PRICES

It is the intent of this bid proposal to establish unit prices for the various components of the Project which unit prices shall include full compensation for all administrative cost, overhead, insurance and bonding cost, labor supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, complete in place, as directed and as described in the specifications.

The Project shall be under the care and control of the Contractor during any part of the operation until such time as it is completed and accepted by the Riverport Director or a designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and method of the project, all cost arising from the nature of work or for any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during the performance of the work. The various unit prices shall be full compensation or all cost of the project while under the care and control of the Contractor.

3. BONDS

Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

4. DURATION OF THE BID PRICES

It is specifically understood that the bid prices established in this proposal shall remain in full force until the completion of the project.

5. SCHEDULE AND TIME OF COMPLETION

Commencement of the Project shall be no later than November 25, 2021 with the completion of the project by March 25, 2022, subject to weather conditions.

6. LIQUIDATED DAMAGES

The Contractor will proceed with the work at a rate of progress to fully complete the assignment within the established allowable period time by both parties. It is expressly understood and agreed by the Riverport and Contractor that the established time for completion of work is reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor or Subcontractor(s) fails to complete the work within the established time of completion, or extension of time granted by the Riverport, then the Contractor and their sureties shall be liable for and pay to the Riverport for each and every calendar day in default until full completion of the assignment a sum of **Seven Hundred and Fifty U.S. Dollars (\$750.00)**. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages, which the Riverport will suffer by reason of such default. Time being of the essence of this Project, and a material consideration thereof is required.

The Riverport shall have the right to deduct the amount of any such damages from any monies due to Contractor.

7. INDEMNITY CLAUSE

The Contractor and Subcontractor(s) shall, at all times, indemnify and save harmless the Riverport, the Riverport Board of Directors, officers, employees, and agents from and against all loss and expense (including attorney's fees) by reason of liability imposed by law upon the Riverport or the Riverport Board of Directors, officers, employees and agents because of bodily injury, including death at any time resulting from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work on the Project, whether such injury to person or persons or damage to property is due or claimed to be due to the negligence of the Contractor, their Subcontractor, the Riverport, the Riverport Board of Directors, officers, employees and agents, except only such injury or damage as be determined by a court of law to been cause by the sole negligence of the Riverport, Riverport Board of Directors, officers, employees or agent.

8. DRAWINGS

The drawings furnished by BFW Engineers are for reference only.

9. SAFETY

The Contractor shall perform all work in accordance with U.S. Federal, State of Kentucky, Local (Eddyville and Lyon County) safety and environmental laws and regulations including but not limited to Department of Labor, Office of Safety and Health Administration, Army Corp of Engineers, U.S. Coast Guard, and Environmental Protection Agency. The Contractor will hold the Riverport harmless for any and all fines for non-compliance whatsoever.

10. PERMITS and FEES

Contractor shall, at their sole expense, secure or obtain all necessary State, Local, and Federal permits or licenses required to operate and contract as a Contractor. The Riverport warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained.

11. OFF-SITE DISPOSAL

The Contractor or Subcontractor that removes any and all material must properly dispose of said materials from the Riverport property during each assignment. The Contractor or Subcontractor must obtain a written agreement from the property owner at the disposal site. This written agreement shall contain a clause specifically stating that the Eddyville Riverport and Industrial Development Authority is not a party in the agreement and is not liable to ensure that its provisions are fulfilled and said agreement shall be submitted to the Riverport for approval and save the Riverport harmless from any and all liability and loss from any claims, suit, or action from said agreement.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

- b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature	Printed Name
Title	Date
Company Name	
Address	
Commonwealth of Kentucky Vendor Code (if known)	
Subscribed and sworn to before me by	
	(Affiant) (Title)
of _____	this _____ day of _____, 20____.
(Company Name)	
Notary Public	
[seal of notary]	My commission expires: _____

Solicitation/Contract #: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding 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:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

Qualified Bidder Status

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

REQUIRED AFFIDAVIT REGARDING CONTRACTOR & SUBCONTRACTOR EMPLOYEES

Illegal Immigrants

1. The Commonwealth of Kentucky prohibits contracting with firms that utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the Commonwealth. Additionally, such firms may not contract with any sub-contractor who utilizes the services of illegal immigrants.

2. By signing below the bidder agrees that:

- a. The firm does not utilize the services of illegal immigrants in the performance of contracts,
- b. The firm agrees that the Commonwealth may conduct random checks of personnel records as it pertains to this issue, and
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally, violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

Phone Number _____

Email Address _____

Subscribed and sworn to before me by _____, _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

Attachment C REQUIRED AFFIDAVIT REGARDING SUBCONTRACTORS

I agree to fully provide any and all subcontracts used throughout the duration of any resulting contract a full copy of applicable prevailing wage rates and a copy of the contract terms and conditions. Furthermore, I understand that as the primary contractor I am fully responsible for any and all actions taken by my subcontractors.

SIGNATURE Printed Name

Title Date

Company Name _____

Address _____

Phone Number _____ Email Address _____

List planned subcontractors and their contact information below. If more space is needed you may provide the information on a separate sheet. If subcontractors are not known prior to bid closing, but are utilized after award, the contractor shall provide the subcontractor's information to the contract's buyer of record prior to use of the subcontractor. Failure to do so may result in cancellation of the contract.

Subcontractor 1:

Company Name _____

Address _____

Phone Number _____ Email Address _____

Subcontractor 2:

Company Name _____

Address _____

Phone Number _____ Email Address _____

Subscribed and sworn to before me by _____, _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

EDDYVILLE RIVERPORT AND INDUSTRIAL DEVELOPMENT AUTHORITY

BID PROPOSAL FOR THE RIVERPORT DOCK REPAIR PROJECT

Proposal of _____
(hereinafter called Bidder), organized and existing under the laws of _____
(state) and doing business as _____, * as
applicable to the Eddyville Riverport and Industrial Development Authority (hereinafter referred
to as Owner.)

**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the **RIVERPORT DOCK REPAIRS** in accordance with the plans, specifications, any addendas issued, and other contract documents prepared by the Owner for the Project, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

The Bidder further understands the quantities shown herein are estimates only and the Owner reserves the unlimited right to add to or delete from same at its discretion. **In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.**

Security in the sum of \$_____, in the form of a Bid Bond or cashier's check, said amount being equal to Five Percent (5%) of the Total Bid Amount, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed, and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned. Additionally, the Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

After reasonable consideration of all bids received, a Notice of Award will be given to the **Responsible Bidder** who submits **the lowest responsive bid in accordance with the specifications.** The **responsible Bidder** shall have the capability in all respects to perform fully the contracts requirements, and the moral integrity and reliability of which to assure good faith performance. The **responsive Bidder** shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids. Additionally, verification will be made to ensure that the lowest responsive bidder is not on the "Excluded Parties List" (www.epls.gov) prior to Notice of Award.

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds and insurance within ten (10) days after the Contract is presented for signature.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **One Hundred Twenty (120) consecutive calendar days** thereafter. Bidder further agrees to pay as liquidated damages, the sum of **Seven Hundred and Fifty Dollars (\$750.00)** for each consecutive calendar day thereafter until project completion as provided in accordance with Specifications. Payments for Work Completed will be made in accordance with the Specifications. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the Specifications.

BID PROPOSAL:

ITEM		QUANTITY	UNIT	UNIT PRICE	AMOUNT
100 GENERAL					
	Mobilization	1.00	LS	\$ _____	\$ _____
200 DOCK REPAIRS					
	Structure Demolition	1	EACH	\$ _____	\$ _____
	Precast Fenders (12"x12"x9'6")	1	EACH	\$ _____	\$ _____
	Precast Fenders (12"x12"x9')	18	EACH	\$ _____	\$ _____
	Precast Fenders (12"x12"x3'6")	2	EACH	\$ _____	\$ _____
	Tie-Backs (including coupler, repair plate, bolt, washer, nut & tie-rod plate)	16	EACH	\$ _____	\$ _____
	Grout	1	EACH	\$ _____	\$ _____
	C9x13.4 Channel Walers (38'0") (including tie rod joint plate with bolts, washer and nut)	2	EACH	\$ _____	\$ _____
	C9x13.4 Channel Walers (18'0") (including tie rod joint plate with bolts, washer and nut)	1	EACH	\$ _____	\$ _____
	Waler splice plates with bolts, washer and nuts	2	EACH	\$ _____	\$ _____
	Channel Waler Concrete	1	CY	\$ _____	\$ _____

BID PROPOSAL NOTES:

1. The amount for "Mobilization-Demobilization" item may not exceed 3% of the Base Bid Total.

ADDENDUM

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

ATTACHMENTS TO THE BID PROPOSAL REQUIRED

Failure of the Bidder to attach the following listed items with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal. The items to be attached are:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Certifications Section - Signed and Notarized.
3. Bidder and all Subcontractors KYTC Certification(s)
4. All additional information as required within the Technical Specifications.

SUBCONTRACTORS:

Subcontractors (if any) who the Bidder proposes to use on the project shall be listed. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

COMPANY	CONTACT	PHONE	WORK PROPOSED	%

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, 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.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CELL PHONE: _____ E-MAIL: _____

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: _____

CITY OF EDDYVILLE BUSINESS LICENSE NUMBER: _____

THIS AGREEMENT, made this _____ day of XXXX, 2021, by and between Eddyville Riverport and Industrial Development Authority, hereinafter called "OWNER" and XXXXXXXX, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Water and Sewer main extension.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same by XXXXXXX, 2021, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$XXXXXX.XX.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement For BIDS
 - (B) Information For BIDDERS
 - (C) BID
 - (D) Agreement
 - (E) Performance BOND
 - (F) Labor and Material BOND
 - (G) NOTICE OF AWARD
 - (H) NOTICE TO PROCEED
 - (I) DRAWINGS prepared by Bacon Farmer Workman Engineering & Testing, Inc.,
 - (M) SPECIFICATIONS AND BID DOCUMENTS, prepared by Eddyville Riverport and Industrial Development Authority.
 - (N) ADDENDA:

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (_____) each of which shall be deemed and original on the date first above written.

OWNER:

Eddyville Riverport and Industrial Development Authority

BY _____

Name Billy Ray Coursey

Title Chairman

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

XXXXXXXXXXXXXXXXXXXX

BY _____

Name: XXXXXXXXX, Title

(SEAL)

ATTEST:

Name _____

Title _____

BOND NO.

KNOW ALL MEN BY THESE PRESENTS, that we
_____ as Principal, and the
_____ INSURANCE COMPANY, a
_____ corporation, as surety, and held and firmly
bound unto _____ as Obligee, in the sum of
_____ Dollars and _____ Cents (\$ _____) DOLLARS, for which sum, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
by these presents.

WHEREAS, on the ___ day of _____, 2020, the Principal entered into a contract with the
Obligee or _____ which contract is by reference made a part
hereof and is hereafter referred to as the Contract:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal
shall faithfully perform said contract according to its terms, covenants, and conditions, then this
obligation shall be void; otherwise it shall remain in full force and effect.

Dated this _____ of _____, 2021.

By _____
Insurance Company

By _____
Attorney-in-Fact

CONTRACT DOCUMENTS
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, as Principal, and the _____ INSURANCE COMPANY, A _____ corporation, as Surety, and held and firmly bound unto _____ as Obligee, in the sum of _____ (\$ _____) DOLLARS for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, on the ____ day of _____, 2021, the Principal entered into a contract with the Obligee for _____ which contract is by reference made a part hereof and is hereafter referred to as the Contract:

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, That if the Principal shall pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply said Principal or said subcontractors with provisions and supplies for the carrying on of such work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Dated this ____ of _____, 2021

By
Insurance Company

By
Attorney-in-Fact

Date: XXXXXXXX, 2021

To: XXXXXXXX
XXXXXXX
XXXXXXX

Project: Eddyville Riverport and Industrial Development Authority
Riverport Infrastructure-Riverport Dock Repair Project

The OWNER as considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders for the bid date of XXXXXXX, 2021.

You are hereby notified that your BID has been accepted for the items in the amount of \$XXXXXX.XX.

You are required to execute the Agreement and Furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of XXXXXX, 2021

EDDYVILLE RIVERPORT AND INDUSTRIAL DEVELOPMENT AUTHORITY
Owner

Signature: _____

By Billy Ray Coursey

Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO AWARD is hereby acknowledged by XXXXXXXX. This the
 day of XXXXXXXX, 2021.

Signature _____

Title XXXXXXXX