



CALLOWAY COUNTY FISCAL COURT

MASTER AGREEMENT

PURCHASE OF AGGREGATES

SPECIFICATIONS

The Fiscal Court of Calloway County is accepting sealed bids to establish multiple price contracts to provide certain good(s) and product(s). The contracts resultant from this solicitation shall begin with its award, be effective for one year after its inception, and may be renewed automatically unless notice of termination is given by either party. All bids must meet KYDOT specs. Calloway County reserves the right to accept or reject any or all bids, waive technicalities or advertise.

This is not an exclusive contract, and carries no guaranteed amount of work. The use is strictly at the discretion of the Fiscal Court of Calloway County or its designee(s) on an as needed basis.

The contractor with due diligence shall furnish all necessary qualified personnel and equipment to provide the service. Those wishing to submit a bid please complete, review, and sign the document below.

The Fiscal Court of Calloway County reserves the right to declare a bidder unresponsive if an adequate level of manpower and equipment is not apparent to fulfill the contract or contractor would not be able to perform the work requested within the time frame needed.

AGGREGATES

Different projects will require the use of different types of aggregates. Please provide a cost per ton for as many of the aggregates below as you wish to bid. There will be two separate costs that will need to be bid. One price for the cost of the county to pick up and another bid for delivery. If additional space is needed to list each item of equipment, please provide on a separate sheet in similar format. Quote your single best net price on each item.

AGGREGATES (PER TON)

BID COST PICKUP

BID COST DELIVERY

1. Regular 9m

\$ _____

\$ _____

2. Washed 9m

\$ _____

\$ _____

3. #3

\$ _____

\$ _____

4. #57

\$ _____

\$ _____

5. Crushed Stone Base (Commercial)

\$ _____

\$ _____

6. DGA

\$ _____

\$ _____

7. Rip Rap 125#

\$ _____

\$ _____

8. Rip Rap 90#

\$ _____

\$ _____

9. Rip Rap 49#

\$ _____

\$ _____

10. Rip Rap 600#

\$ _____

\$ _____

11. Rip Rap 1000#

\$ _____

\$ _____

11. 8 in. Minus

\$ _____

\$ _____

12. #3 Surge

\$ _____

\$ _____

13. Other _____

\$ _____

\$ _____

Authorized Signature_____
Printed Name_____
Title, if on behalf of an entity

Questions pertaining to this solicitation shall be in writing and emailed to info@callowayky.com

Evaluation Criteria

Pricing 40%

Experience/Response Time 20%

Available Product/Owned Equipment 20%

Past Performance 20%

*Additional information on experience, response time, availability, past performance can be submitted in the form of attached letters, statements, endorsements and/or recommendations.

Additionally, instances of unresponsiveness or other negative experiences regarding performance of requested work or product shall be a significant factor in selection of subsequent requests.

Please review the below terms that will be incorporated into your bid to form a master agreement between the parties if your bid is accepted. Please sign below to indicate you accept all terms and wish to formally enter into this master agreement if your bid is accepted.

Disclaimer

There is the potential that federal funds could be used on orders under this master agreement contract. Therefore, FHWA 1273 requirements and Buy America requirement section 106.04 from the 2012 Standard Specifications for Road and Bridge Construction shall be required on this award/contract.

The General Conditions and Instructions for Solicitations and Contracts shall be incorporated by reference in each solicitation and resulting contract. Therefore, it is the bidder's responsibility to access and read these General Conditions at: <http://finance.ky.gov/services/policies> scroll down to Procurement Services- Procurement, double click on the file named FAP 110-10-00 General Conditions and Instructions for Solicitations and Contracts or request a copy by contacting the KYTC Division of Purchases buyer named in Section 3.01. Every person submitting a bid to the Commonwealth shall be deemed to have assented to these conditions by the act of bidding.

Section 1 - Specifications – Commodity

1.00 Specifications of Commodity and/or Service Requirements

Except as provided herein, the Vendor shall conform to all requirements within the Kentucky Transportation Cabinet's Current Standard Specifications for Road and Bridge Construction. Section References are to the Standard Specifications. A link to the Standard Specifications is provided below. <http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

1.01 Material Requirements

Furnish Coarse Aggregates meeting the requirements of Section 805.

Furnish a size and quality suitable for its intended use. Obtain approval of the Calloway County Road Department prior to delivery.

1.02 Sampling, Testing, and Compliance

Calloway County Road Department will accept each order based on visual acceptance. If the visual inspection indicates a possibility of non-specification material, district personnel will sample and test any questionable material; however, Quarry Shot Rock and Quarry Waste will be accepted or rejected solely on personnel's visual inspection for stability and suitability for intended use. The Department may sample the material at the Vendor's plant, during stockpiling, or after delivery at any time prior to final acceptance for payment and test according to the Department's Manual of Field Testing and Sampling Practices.

The Department will reject aggregate when excessive variation of gradation or physical properties cause non-conformance to the finished product or mixture requirements. If Coarse Aggregate which has been delivered fails to meet specifications, the Calloway County Road Department may, as determined by Personnel, (1) reject and require removal of failed materials at the Vendor's expense or (2) accept at a reduction in contract unit price according to Section 805.15.

1.03 Delivery Orders

Best Value for each individual purchase will be determined by the sum of the bidder's unit price. Calloway County Road Department will be responsible for all calculations and will issue a delivery order to the low bidder thus calculated.

Calloway County Road Department will not be required to purchase material from the contract within the project county if they can prove best value can be achieved from another contract. Calloway County Road Department personnel must determine best value using contracts in nearby counties.

1.04 Method of Measurement

The Department will measure Coarse Aggregate in Tons according to Section 109.01.01 through 109.01.05. The Department will measure haul for from the Vendor's storage yard or bin to the mid-point of the project or stockpile location, as applicable, as determined by Road Department personnel.

1.05 Federal Language

There is the potential that federal funds could be used on orders against the resulting master agreement contract. Therefore, FHWA 1273 requirements (with the exception of Davis Bacon) and Buy America requirement section 106.04 from the 2019 Standard Specifications for Road and Bridge Construction shall be required on this solicitation and the resulting award/contract. Prevailing Wage Rates (Davis Bacon) do not apply because this is a commodity not a service contract.

1.06 Insurance Requirements

Vendor shall provide proper insurance coverage to indemnify the Fiscal Court of Calloway County and the Calloway County Road Department and to hold these entities harmless against all loss, expenses, or injury to person or property.

Evidence will be furnished to the Fiscal Court of Calloway County and the Calloway County Road Department each year that public liability (General Liability) insurance is carried on all equipment and their operators in the following amounts:

General Liability of at least \$1,000,000.00

Additionally, Vendor must maintain Kentucky worker's compensation insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342 and provide proof as set forth above.

It shall be the successful bidder's responsibility to maintain this insurance coverage at all times and to notify the Fiscal Court of Calloway County and the Calloway County Road Department with any changes/additions/cancellations which may occur.

2.01 Contract Components and Order of Precedence

The Fiscal Court of Calloway County and the Calloway County Road Department's acceptance of the offer indicated by execution of this agreement shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions;

2.02 Initial Contract Period

The Master Agreement will begin after the bid has been formally accepted and will continue until either party wishes to terminate the relationship and gives written notice of such intention to the other.

2.03 Divisions/Agencies to Be Served

This contract shall be for use by the Fiscal Court of Calloway County and the Calloway County Road Department.

No shipments or services are authorized until an official notification has been delivered.

2.04 Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the Fiscal Court of Calloway County and the Calloway County Road Department are obligated only to buy on a non-exclusive basis that quantity which is needed by its agencies.

2.05 Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right to accept other bids.

2.06 Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

A. Price Increases: A price increase will not be allowed during the first year of the contract. Any price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Fiscal Court of Calloway County or the Calloway County Road Department may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice to the Fiscal Court of Calloway County and the Calloway County Road Department. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Fiscal Court of Calloway County and the Calloway County Road Department with notice of any price decreases as soon as such decreases are available.

2.07 Addition or Deletion of Items or Services

The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the Fiscal Court of Calloway County and the Calloway County Road Department will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

2.08 Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the Fiscal Court of Calloway County or the Calloway County Road Department. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the Fiscal Court of Calloway County and the Calloway County Road Department for consideration and decision.

2.09 Equipment

All equipment must be in good working order, less than 5 yrs. old, and meet all safety requirements.

2.10 Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.11 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing. After the execution of this agreement, if the bid is accepted, all programmatic communications are to be made to the Agency Contact Persons listed below.

Supervisor
Calloway County Road Department
Phone: 270-753-4846

Judge Executive
Calloway County
Phone: 270-753-2920

2.12 Deliveries

See Section 1.01 for Response Times.

2.13 Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Fiscal Court of Calloway County and the Calloway County Road Department prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Fiscal Court of Calloway County and the Calloway County Road Department shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.14 Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

2.15 Payments

A bill shall be paid within 60 working days of the receipt of correct invoice after a product or services has been delivered or performed in satisfactory condition.

2.16 Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Fiscal Court of Calloway County and the Calloway County Road Department shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the County and be cause for breach of contract.

2.17 Subcontracts

The vendor shall notify the Fiscal Court of Calloway County and the Calloway County Road Department of any planned use of subcontractors in regards to the resulting contract. If the Fiscal Court of Calloway County and the Calloway County Road Department are provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately, in the discretion of the Fiscal Court of Calloway County or its designee.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to any subcontractor used by vendor. Payments shall not be made to the subcontractor by the Fiscal Court of Calloway County or the Calloway County Road Department. Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants.

The vendor is responsible for supplying all subcontractors with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

2.18 Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the Fiscal Court of Calloway County and the Calloway County Road Department and the Contractor is that of client and independent Contractor. No agent, employee, or

servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the County for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the Fiscal Court of Calloway County and/or the Calloway County Road Department. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the Fiscal Court of Calloway for mediation.

2.19 Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Fiscal Court of Calloway County and the Calloway County Road Department. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Fiscal Court of Calloway County and the Calloway County Road Department. Any purported assignment without this consent shall be null and void.

2.20 Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of either party, or for lack of appropriation. Notice of such termination, if by Vendor, shall be provided in writing to the agency at least forty-five (45) days prior to termination.

2.21 Endorsements

The Contractor shall not refer to the Master Agreement or acceptance of bid in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Fiscal Court of Calloway County or the Calloway County Road Department.

2.22 Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at
<https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

2.23 EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State and County government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's Web page at the following address:
<http://finance.ky.gov/SERVICES/FORMS/Pages/default.aspx>
Scroll down to the section labeled procurement.
4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/sub vendors and submitting the documentation to the agency. (Note: contracts below the second tier are exempt from EEO reporting.)
5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.
6. Pursuant to KRS 45.610 (2), the agency reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.
7. All questions regarding EEO forms or contract compliance issues must be directed to Human Resources, Calloway County Judge Executive Office.

2.24 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that

applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.25 Prevailing Wage (Shall apply to the resulting contract)

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined

prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.26 Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.27 Extension Period

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed 90 days. This extension must be accompanied by the written approval of the vendor and the Fiscal Court of Calloway County.

2.28 Extending Master Agreement to Other Agencies

The Fiscal Court of Calloway County and the Calloway County Road Department reserve the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product(s) or service(s).

2.29 Access to Records

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1) (c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

2.30 Records Retention

The Fiscal Court of Calloway County and the Calloway County Road Department may inspect the place of business of the Vendor or any sub Vendor under the master Agreement contract awarded or to be awarded by the Fiscal Court of Calloway County or the Calloway County Road Department. The Fiscal Court of Calloway County or the Calloway County Road Department may audit the books and records of any person who has submitted cost or pricing data at any time until three years from the date of final payment under the prime contract, and by any subcontractor for a period of three years from the date of final payment under the subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by any subcontractor for a period of three years from the date of final payment under the subcontract. The Fiscal Court of Calloway County and the Calloway County Road Department shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price type contract, provided, however, that this provision shall not limit the right to audit

stated above. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract. The contractor shall place such the same audit requirement in any agreement it may have with a subcontractor under this contract.

The following person and/or entity acknowledges that they have read this agreement in preparation for their bid, agree to the terms provided in this document, and if the bid is accepted by the Fiscal Court of Calloway County, this document shall be accepted by the parties as the master agreement.

Entity or Individual Submitting Bid:

Authorized Signature

Date

By: _____
Printed Name and Entity Name, if applicable

Title, if applicable

Acknowledgment that Bid has been accepted by the Fiscal Court of Calloway County and the Calloway County Road Department, and formally entering into this Master Agreement:

Kenneth C. Imes,
Calloway County Judge-Executive

Date