



CITY OF FORT MITCHELL, KENTUCKY
INVITATION TO BID FOR
DIXIE HIGHWAY REMOVAL AND REPLACEMENT
OF STREET TREES

The City of Fort Mitchell, Kentucky, will accept sealed bids for Dixie Highway Corridor Removal and Replacement of Street Trees. Copies of the specifications may be obtained on our website, www.fortmitchell.com.

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INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his/her usual signature. Bids by a partnership, corporation, or limited liability company must be signed by a representative authorized to legally bind the entity, followed by the signature and title of the person signing.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
4. References in the Technical Specifications describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidder's attention is called to Paragraph 6 of the General Conditions which must be strictly adhered to.
5. Bids shall include a completed Bid Pricing Sheet, along with any other materials specified in the Special Conditions. Bids are to be mailed to or delivered to the Office of the City Clerk, City of Fort Mitchell, 2355 Dixie Highway, Fort Mitchell, Kentucky 41017. **ALL BIDS MUST BE RECEIVED ON OR BEFORE November 16, 2018 at 3:00 p.m.** Bids will be accepted and publicly opened at that time. Bids shall be sealed in an envelope, which is clearly marked on the exterior **Dixie Highway Removal and Replacement of Street Trees**.
6. Interested bidders are strongly encouraged to review the Dixie Highway Trolley Line Tree Removal and Replacement Plan that was completed in May 2018. The plan is available on the City Website at <http://fortmitchell.com/government-2/boards-committees/>.
7. Bidders shall schedule a meeting with Matt Stegman, Public Works Director for **October 25th or 26th** to do a walk through and ask questions. Appointments will be available only on these two scheduled days.
8. The Tree Board will review all submissions and anticipates awarding the bid in early December. Once a contractor is chosen, they may be required to attend a council meeting with members of the Tree Board to present their plan to complete the project.
9. The City's sales tax exemption status may not be used by the bidder to acquire materials

or supplies on a sales tax-exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

- End of Section -

GENERAL CONDITIONS

1. The City reserves the right (a) to reject any and all bids; (b) to waive any informality or irregularity in any bids; (c) to negotiate with the bidder submitting the apparent lowest and best bid; (d) to use its discretion in determining which, if any, bid it intends to accept; (e) to accept any item or group of items in the bid.
2. In case of error in extending the total amount of the bid, the unit price will govern.
3. The City of Fort Mitchell's payment terms are net-30 (i.e., all invoices will be paid within 30 days).
4. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
5. Prices shall be stated in units of quantities specified.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, its employees, servants, or agents.
8. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
9. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
10. All bids shall remain valid for a period of thirty (30) days after bid opening unless a longer period is otherwise stated herein.
11. Bidder is required to obtain a City of Fort Mitchell Occupational License within ten days of contract award.
12. All federal, state, and local law requirements must be followed.

13. Bids will be evaluated and awarded on the following basis (as marked):
 - Lowest and Best Bid.
 - Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.
14. "Responsible bidder" means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
15. Unless otherwise indicated, any Special Conditions are enclosed. A conflict between Special Conditions and General Conditions shall be construed in favor of the Special Conditions.
16. Unless otherwise indicated, the Technical Specifications for this bid are enclosed.
17. Unless otherwise indicated, the applicable Vendor Insurance Requirements for this bid are enclosed.
18. Pursuant to KRS 45A.490 to 45A.494, prior to a contract being awarded to the lowest and best responsible and responsive bidder whose bid meets specifications, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder. A copy of KRS 45A.490 to 45A.494 is enclosed and made a part of this Invitation to Bid. Any bidder wishing to claim a preference as a resident bidder must complete the enclosed affidavit.
19. Unless otherwise indicated, the successful bidder will be required to enter into a Contract with the City of Fort Mitchell, which is enclosed.
20. Contractors shall not discriminate on the basis of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin. The contract to be executed by the successful bidder will contain the non-discrimination language required by KRS 45.570.

- End of Section -

SPECIAL CONDITIONS

The City of Fort Mitchell is soliciting sealed bids for removal and replacement of street trees on Dixie Highway Corridor.

BID PROCEDURE

- The bid shall be submitted using the attached bid sheet.
- Contact Matt Stegman, Public Works Director regarding questions and to schedule walk-through on October 25th or 26th.
- Read and understand all of the technical specifications (call if clarification is needed).
- Furnish three (3) references as specified.
- Read, completely fill out, sign and return the City of Fort Mitchell's Bid Pricing Sheet.

Return all requested information to the City Clerk's Office by the Date and Time indicated.

REFERENCES

Three (3) references shall be included with the bid. These references must be from past or current contracts preferably with commercial scale projects. They are to include

- Contact Person Name and Company
- Contact Person's telephone number

- End of Section -

TECHNICAL CONDITIONS

1) **Work to be performed:** The removal and replacement of street trees along Dixie Highway corridor.

2) **Work location area:**

- a) Area between Greenbriar and Woodlawn area.
 - Trees identified at contractor meeting.
 - Total number of trees: 16
- b) Area between Sunnymede and Superior Drive.
 - Trees identified at contractor meeting.
 - Total number of trees: 10

3) **Contractor experience and license requirements:** We would like awarded contractor to perform all work requested. The tree removal must have a licensed arborist on site while work being performed.

4) **Work to be guided by:** Use of the Dixie Highway Corridor Tree Removal & Replacement Plan completed in 2018. These plans are available on the City website at <http://fortmitchell.com/government-2/boards-committees/>.

5) **Proposal request:** For removal of existing tree, replacement with new tree based on plan and recommended tree list, repair of any tree removed (i.e. soil seed and straw), all new trees to be planted per specs in plan, mulch rings approximately 4-6' diameter, and mulch approximately 2-3" in depth. Trees removed need to have stumps ground out completely for either replanting or for grass to grow. New trees need to be 3" caliper for all trees specified as medium-large trees in the Master Plan and 2" caliper for all trees specified as small trees in Master Plan, Fancy or #1 grade as specified by the Florida Grade and Standards for Nursery Plants accessible at (<https://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015>), Trees of same species to be installed shall be the same size, height, and form. For example, if two red maples are being planted they need to be the same caliper and height, and final selection to be approved by city via in person or in picture. Additionally, a price for one year of watering and maintenance shall be provided based on the recommendations of the Tree Removal & Replacement Plan.

6) **Bid meeting:** A contractor meeting will be held to show contractor which trees are being addressed. Contractors should call the City building to schedule a meeting with Matt Stegman, Public Works Director. These meetings will be held only on October 25th or 26th.

7) **City serves right:** To revise bid quantity to conform to budget with awarded bidder.

- End of Section -

VENDOR INSURANCE REQUIREMENTS

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the following insurance coverage. **Any and all liability coverage shall name the City of Fort Mitchell as Additional Insured on a primary and non-contributory basis. A satisfactory certificate of insurance evidencing the coverage outlined above shall be provided before any services are rendered.**

- Commercial General Liability Insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. If you are providing construction services, you must use additional insured endorsements CG20100704 AND CG20370704.
- Comprehensive Owned And Non-Owned Automobile Liability Insurance with a minimum combined single limit of \$1,000,000.
- Workers' Compensation Coverage specific to the State of Kentucky.
- Professional Liability / Errors or Omissions Coverage in the amount of \$1,000,000 per occurrence (required for professional services, e.g., legal, architectural, etc.).
- Commercial Umbrella Liability Policy with a minimum limit of \$1,000,000 (required for services involving pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides), or any other services in the discretion of the City)
- Liquor Liability Coverage with a minimum limit of \$1,000,000 (required for services involving the sale of alcohol).
- Other:
- No insurance requirement.

- End of Section -

BID PRICING SHEET

Total Bid for Removal & Replacement of Street Trees \$ _____

Greenbriar to Woodlawn Avenue

Number of trees identified for removal _____

Cost for tree removal:

 Price per tree _____

 Total cost _____

Number of trees identified for replacement _____

Tree species	Quantity	Price per tree

Total Cost _____

Sunnymede to Superior Drive

Number of trees identified for removal _____

Cost for tree removal:

 Price per tree _____

 Total cost _____

Number of trees identified for replacement _____

Tree species	Quantity	Price per tree

Total Cost _____

Price for 1 year of watering and maintenance _____

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

- End of Section -

RESIDENT BIDDER PREFERENCE

KRS 45A.490. Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) “Contract” means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) “Public agency” has the same meaning as in KRS 61.805.

KRS 45A.492. Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494. Reciprocal preference to be given by public agencies to resident bidders — List of states — Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder 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:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers’ compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

- End of Section -

