

REQUEST FOR BID

City of Fort Mitchell
2355 Dixie Highway
Fort Mitchell KY 41017



Contractor Name: _____

The City of Fort Mitchell (City) is requesting bids for the Beechwood Road Sidewalk near Dominion Drive. The bid package and specifications may be obtained on our website, www.fortmitchell.com. Please contact Edwin King at eking@fortmitchell.com (859) 331-1212 if you have any questions or need a printed copy of the bid package. 1 Original and 3 copies of the sealed bids marked "Beechwood Road Sidewalk" will be received by the City Clerk's office at 2355 Dixie Highway, Fort Mitchell, Kentucky, 41017 until **2:00 P.M.** (local time) on **September 21, 2022** and will be read at that time in the Council Chambers. Preference for Kentucky resident bidders applies in accordance with Kentucky law.

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INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person legally authorized to bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Late Bids received 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. **Sealed bids with the title Beechwood Road Sidewalk** 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 **by September 21, 2022 by 2:00p.m.**
6. 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.

GENERAL CONDITIONS

1. The City of Fort Mitchell reserves the right to reject any and all bids, and unless otherwise specified by the bidder, to accept any item or group of items in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. 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.
3. Prices shall be stated in units of quantities specified.
4. 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.

5. 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 he 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, his servants, or agents.
6. 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.
7. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
8. All bids shall remain valid for a period of thirty (30) days after bid opening unless a longer period is otherwise stated herein.
9. Bidder is required to obtain a City of Fort Mitchell Occupational License within ten days of contract award, if the service is to be received within the City of Fort Mitchell. (N/A for purchase of equipment).
10. All federal, state, and local law requirements must be followed.
11. 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.

Bids will be evaluated and awarded on the following basis (*as marked*):

Lowest and Best Bid; or

Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.

“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.

12. Special Conditions, if any, are enclosed. A conflict between *Special Conditions* and

General Conditions shall be construed in favor of the *Special Conditions*.

13. The *Description of Requirements and Specifications (technical specifications)* for the procurement are enclosed herewith.

SPECIAL CONDITIONS

BID PROCEDURE

- 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 facilities that are currently being serviced or have been serviced by the bidder and are office complexes of the approximate size of the one for which this contract is for. They are to include

- Facility, including the address
- Contact Person
- Contact Person's telephone number

GENERAL PROVISIONS

The Bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specification, contract forms, general conditions, addenda and contract before submitting a bid. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and contract.

The Owner does not make any representation of soil or foundation conditions or materials, nor does it represent that drawings may not be modified to meet changes in soil conditions encountered as the work progresses. The Contractor must inspect the site of the proposed work and must assume all risk as to the nature and behavior of the material, which may be

encountered in excavation, whether apparent on the surface or disclosed only in the course of the work.

The Proposal shall be enclosed in a sealed envelope and clearly labeled with the name of the project, name and address of the Bidder, and the date and time of opening, so as to guard against the premature opening of any bid. The Proposal shall be signed by an authorized representative of the Bidder.

SERVICE BOND

Bidder shall be required to post a Service Bond for one hundred thousand dollars (\$100,000) within ten (10) days of acceptance of the bid. The bond shall be issued by a company satisfactory to the City and authorized to do business in the Commonwealth of Kentucky.

INSURANCE REQUIREMENTS

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the following insurance coverage:

1. 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. ***The City of Ft. Mitchell must be named as an Additional Insured; the certificate shall specify that the coverage afforded is primary and Non-contributory with respect to any other coverage available to the City of Ft. Mitchell.*** If you are providing construction services, you must use additional insured endorsements CG20100704 AND CG20370704.
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
3. Workers Compensation Coverage specific to the State of Kentucky.
4. Professional Liability / Errors or Omissions coverage in the amount of \$1,000,000 per occurrence if your services are professional in nature (legal, architectural, etc.).

Any and all liability coverage shall name the City of Ft. 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.

TECHNICAL SPECIFICATIONS

Approximately 343 linear feet of sidewalk on Beechwood Road will be constructed by a qualified contractor. The execution of this project shall be governed by the 2019 Kentucky Standard Specifications for Road and Bridge Construction and the latest supplemental specifications, this Request for Bid and attached plan sheets, unless expressly noted otherwise within the bid documents.

UTILITY CLEARANCE NOTE

The information provided below in this Utility Clearance Note may not be exact nor complete. The information provided is for the Contractor's use in planning the execution of the work. It shall be the road Contractor's responsibility to verify the completeness and/or accuracy of all such information being furnished.

The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.

The location of utilities provided in the contract document has been furnished by the facility owners and/or by reviewing record drawing and may not be accurate. It will be the roadway contractor's responsibility to locate utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the County. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility. The cost for repair and any other associated costs for any damage to utilities caused by the roadway contractor's operations shall be borne by the roadway contractor.

The Contractor is advised to contact KY 811 one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

SITE INSPECTION NOTE

The Contractor shall be responsible for making a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The City will consider submission of a bid as evidence of this inspection having been made and will not honor any claims resulting from varying site conditions.

PROJECT FIXED COMPLETION DATE

The work under the terms of the Contract shall be completed no later than **January 15, 2022**. Liquidated damages shall be assessed according to Section 108 of the 2019 Kentucky Standard Specifications for Road and Bridge Construction. Contrary to Section 108 of the 2019 Kentucky Standard Specifications for Road and Bridge Construction, contract extensions associated with this project may only be adjusted at the discretion of the

Engineer.

PRE-CONSTRUCTION MEETING NOTE

Contractor to coordinate with the Engineer on construction sequence and traffic control to always maintain at least one lane of traffic on Beechwood Road. A lane closure and flaggers shall be utilized as necessary for motorists to travel safely through the construction zone. All traffic control devices shall be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition. Contractor shall submit construction plans at pre-construction meeting with Fort Mitchell prior to receiving Notice to Proceed.

BORROW SITES NOTE

Earthwork on this project shall be governed by Division 200 of the 2019 Kentucky Standard Specifications for Road and Bridge Construction. Borrow sites proposed by the contractor shall be accompanied with all of the submittals required by section 205.04. Additionally, the contractor shall be responsible for providing the Engineer with geotechnical soil properties of the borrow source as defined by KM 64-511. These requirements shall be considered incidental to the lump sum bid item for Grading.

Water required to maintain the moisture content of the borrow soils within +/- 2 percent of the optimum moisture content will not be measured for payment and shall be considered incidental to the bid item for Grading.

For any proposed borrow site(s), it shall be the responsibility of the contractor to remain in compliance with all federal, state, and local regulations concerning land disturbance.

MAINTENANCE & CONTROL OF TRAFFIC NOTE

The Contractor shall maintain one lane of traffic in accordance with the KYTC Standard Specifications and the Standard and Sepia Drawings for all work. Contrary to Section 106.01, furnish new, or like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work. All items necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintenance of Traffic".

COMMUNICATION AND QUESTIONS

The Public Works Director shall be the sole point of contact throughout the procurement process. All communication concerning this procurement shall be submitted to the Public Works Director, Nick Tewes at ntewes@fortmitchell.com.

Questions must be submitted by 4:00pm on 9/14/22. Answers will be posted on the fortmitchell.com website no later than 4:00pm on 9/16/22.

BID PRICING SHEET

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer. VENDOR SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Vendor must attach additional information that clearly cross-references the appropriate location in the RFB (i.e. page number, paragraph, subject, etc.).

Total Amount of Bid \$ _____

Addendum # received _____

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 & Email s

Date

This was signed in the presence of:

Signature _____ Title _____

CITY OF FORT MITCHELL
BEECHWOOD ROAD SIDEWALK
September 2022

ITEM NO.	SPEC. NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST TOTAL	TOTAL AMOUNT BID
		BEECHWOOD SIDEWALK - 340 LF				
1	110	MOBILIZATION	1	1.5		
2	112	MAINTENANCE OF TRAFFIC	1	LS		
3	202	CLEARING AND GRUBBING, (INCLUDING REMOVAL AND REINSTALLATION OF SIGNS AND MAILBOXES)	1	LS		
4	204	REMOVE EXISTING SIDEWALK	120	SF		
5	206	GRADING - EXCAVATION & EMBANKMENT TO BRING SIDEWALK TO PROPOSED GRADE	1	LS		
6	207	SUBGRADE RESHAPING AND COMPACTING	200	SY		
7	SPL	YARD RESTORATION (4" TOPSOIL, SEED AND MULCH)	200	SY		
8	SPL	EROSION & WATER POLLUTION CONTROL	1	LS		
9	505	4" CONCRETE SIDEWALK	1,750	SF		
10	SPL	CONCRETE SLOPE PROTECTION	375	SF		
11	SPL	HANDRAIL	125	LF		
		TOTAL				

REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT BIDDER STATUS

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 corporate 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 City of Fort Mitchell 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: _____