

MAYOR
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CITY ADMINISTRATOR
Edwin King



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SUBMISSION INFORMATION

BID/PROPOSAL: **Sidewalk Trip Hazard Removal**

BID OPENING DATE: **November 14, 2024**

TIME: **10:00 A.M. Local Time**

LOCATION: City Building

City of Fort Mitchell
2355 Dixie Highway
Fort Mitchell, Kentucky 41017

Submit 1 original and 3 copy(s) of the
bid/proposal.

CONTACT
DUE DATE

Edwin King
November 14, 2024

REQUEST FOR BID/PROPOSAL INFORMATION

Date: _____ Telephone: _____

Company Name: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Cell Phone: _____ E-mail: _____

Authorized Signature: _____

The signee hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items listed, subject to all instructions, conditions, specifications and attachments hereto. The bidder/offeror affirms to the City of Fort Mitchell the ability to meet all requirements and further affirms that the work will be done in compliance with all Federal, State and City ordinances and regulations.

Introduction

The City of Fort Mitchell is seeking a qualified contractor ("Contractor") to remove trip hazards from the public sidewalk. This bid shall be valid for a term of one (1) year beginning with the date this contract is executed and all work must be completed prior to May 31, 2025.

Scope of Work

The City of Fort Mitchell is in need of services that include concrete cutting to remove sidewalk trip hazards between 0.25" and 2.00".

Contractor shall:

Submit a cost proposal for repairing the identified trip hazards. A separate cost proposal for each Sidewalk Zone must be submitted. The submittals shall be categorized as follows:

- A. All trip hazards greater than .25"
- B. All trip hazards greater than .50"

Repair all sidewalk trip hazards listed. The City will determine if the repairs start at .25" or .50" once the proposals are reviewed.

Contractor shall remove trip hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs.

Contractor shall not use any type of "fill".

Contractor shall not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the contractor shall be notified immediately and damages shall be repaired at the contractor's expense within 24 hours of the time the damage occurred to the City of Fort Mitchell satisfaction.

The footprint of the equipment shall fit a 3 to 4 foot wide sidewalk panel.

Contractor shall completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

Contractor shall provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.

Contractor shall repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact. Contractor shall use a dust abatement system, which limits the dust emitted from the equipment.

Contractor shall submit monthly a detailed invoice setting forth the services performed and the percentage of the lump sum price that the invoice represents. Each monthly payment will reduce the lump sum price. The Public Works Director will confirm that the invoiced work has been completed pursuant to the agreed specifications. The invoice will not be paid until he has confirmed that the invoiced work has been properly completed and is consistent with the lump sum price.

Contractor shall guarantee specified repair slope (1:8 or 1:12 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor shall repair to specification at no additional charge within 24 hours of discovery to the satisfaction of the City of Fort Mitchell.

Contractor shall guarantee that the removed trip hazard will have a uniform appearance and

texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

Contractor's processes cannot create micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs shall not leave ridges or grooves that could hold water and prevent drainage of rainwater or irrigation.

Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

The Contractor shall:

1. Designate a Contractor's Representative who shall be named in the contract, and who shall not be replaced without written notice to the City's Representative or designee at least forty-eight (48) hours before the change. The Contractor's Representative shall be present at job sites and shall have the authority to act on behalf of the Contractor.
2. Furnish all labor, materials, services, insurance, equipment, supplies, and supervision to complete the work.
3. Arrange for the off-site disposal of all debris.
4. Coordinate inspections and quality control with the City's Public Works Director or designee, who will also verify work completion in accordance with specifications and the authorization for each project.
5. Ensure that necessary permits/easements are obtained if neighboring private property is impacted or needed to perform the work. Any damage to public or private property will be the contractor's responsibility to repair. It is strongly recommended to take photos of the surrounding area prior to beginning work.

Supplemental Services. If the Contractor deems it necessary to deliver any services above and beyond those listed in the Scope of Services above, which are necessary to complete the maintenance work according to the specifications provided below, Contractor shall provide a separate form detailing any supplemental services, including the price for said supplemental services.

City shall notify the Contractor if it wishes to procure such supplemental services. In no event shall the Contractor perform additional services without the prior written approval from the City.

Standards of Care:

1. The Contractor shall provide competent, suitable, and qualified personnel to perform the work and maintain good discipline and order at the work site.
2. Permits: Contractor shall comply with all permit requirements and furnish and procure all required permits required in the performance of this contract.
3. Workers shall be fully protected with appropriate equipment until final clean-up is completed.
4. Obtain written permission from adjacent property owners when equipment will traverse, infringe upon or limit access to their property.
5. Take photos of the adjacent properties and the City owned facilities in case damage claims are filed.
6. Work shall be conducted with the utmost regards and consideration to surrounding businesses and residents. All work shall be done with safety practices and in accordance with applicable statutes, codes and ordinances. Provide appropriate measures to ensure the health and safety of the general public. Work shall be completed between the hours of 8:00 AM and 8:00 PM.

7. Materials or equipment purchased are subject to inspection and approval at Fort Mitchell's destination. Fort Mitchell reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the seller promptly after rejection.

Qualification Statement: Interested Contractors must submit a Qualification Statement with their proposal that conforms to the format and provides the content outlined below.

A. Qualification Format:

1. Sections must be clearly labeled with a number and heading that corresponds with the outline of the contents below. Each section should only contain the information requested. Qualification Statements should be clear and concise. Supplemental data such as company brochures and other portfolio/marketing information, if any, may be submitted separately.
2. The City reserves the right to investigate and confirm all information contained within the Qualification Statement submitted by contractor. This may include financial statements, bank references, and interviews with past clients, employees and creditors.
3. Bidder/Offerors shall promptly notify Fort Mitchell of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder/offeror shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

B. Qualification Statement Content:

1. Applicant Information: Provide a title page containing the following general information: Title, Name of Company, Address, Name of Primary Contact, Phone Number and Email Address.
2. Company Background: Statement pertaining to the company's staff size, number of properties maintained, service area, special expertise and qualifications.
3. Personnel: List the employees who will be responsible for the work outlined in the Scope of Service. Emphasis should be placed on their specific qualifications and duties. List any anticipated subcontractors, their duties, qualifications.
4. Insurance Requirements: Professional Liability no less than \$100,000. Kentucky Workers' Compensation.
5. Approach to the Project: Describe the processes and procedures as to how the duties outlined in the Scope of Services will be carried out, including estimated completion times as it pertains to one project.
6. Cost: Please complete the attached bid form.
7. References: Provide at least three (3) letters of reference from prior clients. Include before and after photos if available.
8. Litigation: Provide documentation explaining any prior or pending litigation brought against the company over the last five years.
9. Occupational License: Provide evidence of City of Fort Mitchell Occupational License.

Miscellaneous:

1. The City shall have no financial obligation to make any reimbursement or compensation

with respect to any charges or costs in preparing or submitting any Qualification Statements hereunder, or in preparing for or attending any subsequent interviews.

2. The Contractor shall be available to meet with the City and its staff or advisors, and to attend such other meetings as may be requested by the City or its staff at no additional charge to the City.

The City reserves the right to:

1. Waive formalities with any contractor, to reject any or all of the contractors in whole or in part, with or without cause or for any reason, or for no reason, and to waive strict compliance with specifications and/or to accept the contractors) that, in its best judgment, will be in the best interest of the City;
2. Accept or reject any or all responses hereto;
3. Amend, modify, withdraw, or revise any requirements of this document.
 - a. Nothing stated at any time by any representative of the City will effect a change in, or constitute an addition to, this document unless confirmed in writing by the City of Fort Mitchell.
4. Require supplemental statements or information from any responding party;
5. Negotiate or hold discussions with any bidder and correct deficient responses that do not conform to the instructions contained herein;
6. Cancel, in whole or in part, this solicitation if the City deems it in its best interest to do so;
7. In the event that a contractor that is selected by the City later merges into, or is otherwise acquired by another contractor, the City reserves the right to re-evaluate and terminate the subject contractor.

Contractor Waiver: By submitting a Qualification Statement, the contractor agrees that the City may exercise the foregoing rights at any time without notice and without liability to any bidder or any other party for its expenses incurred in the preparation of responses hereto or otherwise.

Evaluation and Selection Process: All responsive Qualification Statements will be reviewed and evaluated by a selection committee determined by the city.

The selection criteria will include, but is not limited to, the following components:

1. Ranking of responsive Qualification Statements considering demonstrated level of experience, technical competence, and expertise;
2. The ability of the company to provide the services detailed in the Scope of Service in a time appropriate manner;
3. Service area inclusive of Fort Mitchell, Kentucky;
4. Proven quality and quantity of work in Kentucky.

Instruction on how to submit a proposal:

A. All submittals must be clearly marked:

TRIP HAZARD REMOVAL 2024

Final proposals shall be submitted to the official contact listed below, to be received no later than November 14, 2024 at 10:00am. The proposal package should indicate Firm Name on the outside of the sealed envelope.

Edwin King, City Administrator
City of Fort Mitchell
2355 Dixie Highway
Fort Mitchell, KY 41017
Email: eking@fortmitchell.com

Any questions regarding this RFP must be submitted by e-mail to the City's contact outlined above by November 11, 2024 at 4:00pm. All questions will be answered within one business day and all potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary.

Late proposals will not be accepted under any circumstance.

ATTACHMENT A

