



**CITY OF VILLA HILLS, KENTUCKY
INVITATION FOR BID**

VILLA HILLS 2022 CONCRETE MAINTENANCE

Issue Date:

June 22, 2021

TABLE OF CONTENTS

General Requirements

I. Advertisement for Bids.....	3
II. Timeline of Events.....	3
III. Scope of Work	4
A. Summary of Work.....	4
B. Concrete Repairs.....	6
C. Protection of Work and Property.....	12
D. Access Roads, Parking Areas, and Traffic Control.....	16
E. Construction Photographs.....	18
F. Applications for Payment.....	19
IV. Instructions to Bidders.....	23

Bidder to Submit with Bid

**V. Bid Form.....	37
**VI. Bid Schedule	40
**VII. Bid Bond.....	42
**VIII. Insurance & Worker's Compensation Affidavit.....	43
**IX. Campaign Finance Affidavit of Bidder.....	44
**X. Non-Collusion Affidavit.....	45
**XI. Anti-Lobbying Certification	47
**XII. Subcontractor List.....	48

Sample Contract Forms

XIII. Notice of Award.....	49
XIV. Annual Paving Agreement.....	50

****Bidder must complete and turn in with bid**

I. ADVERTISEMENT FOR BIDS

The City of Villa Hills, KY (“City” or “Owner”) have issued an Invitation for Bid (“IFB”) for the following “Project”:

VILLA HILLS 2022 CONCRETE MAINTNEANCE PROJECT

Bid opening shall be **July 5, 2022 at 3:00 p.m.**, at the **Villa Hills Council Chambers at 719 Rogers Rd.**

Bid Packets may be obtained electronically at no charge or picked up at the office of the City Engineer, Prime AE, 2101 Chamber Center Drive Fort Mitchell, KY 41017, for a \$15.00 charge by contacting Nikki Hill, P.E. at Nikki.hill@primeeng.com or 502-525-3183.

This bid shall be enclosed in an envelope and clearly marked with the following: **“SEALED BID FOR VILLA HILLS 2022 CONCRETE MAINTENANCE PROJECT”** and must be delivered, no later than **3:00 p.m. prevailing time July 5, 2022**, to and time stamped by the:

City of Villa Hills
City Administration Building
720 Rogers Road
Villa Hills, Kentucky 41017

The City of Villa Hills hereby reserves the right to reject any and all bids received in response to this solicitation, and the right to waive any irregularities therein.

Each bidder must deposit with his bids, security in the amount of ten (10%) percent in the form of bid bond or certified check, subject to the conditions outlined in this Invitation for Bid. No bidder may withdraw his/her bid within 30 days after the bid opening.

II. TIMELINE OF EVENTS

BID SCHEDULE	DATE
Issuance of Bid	June 22, 2022
Deadline for Vendor Questions or Clarification.	June 30, 2022
Deadline for Submission	Bids are due to the Villa Hills City Administration Building by 3:00 p.m., July 5, 2022

III. SCOPE OF WORK

A. SUMMARY OF WORK

GENERAL

1.1 SECTION INCLUDES

- A. General Description of Work.
- B. Work by Others.
- C. Work by OWNER.
- D. Sequence of Work.
- E. CONTRACTOR'S Use of Site.
- F. Easements and Rights-of-Way.
- G. Notices to Owners and Authorities of Property Adjacent to Work.
- H. Salvage of Equipment and Materials.

1.2 GENERAL DESCRIPTION OF WORK

- A. This bid will consist of providing incidental sidewalk, curb and gutter, and various paving construction work for the City when minor projects arise. The intent of the contract is to perform various concrete replacement projects throughout both cities on an as needed basis. The City will provide a minimum of one (1) week notice for all work to be performed. This notice will include a quantity and description of the work to be performed as well as a reasonable time frame in which the work is to be completed. This bid shall be valid for a term of one (1) year beginning with the date this contract is executed, with the option to renew for two additional 1-year terms. Contractor shall include pricing for the renewal years with its bid. Either the Contractor or the City can cancel this bid with a thirty (30) day written notice.
- B. The Work is located in Kenton County, Kentucky.
- C. Contracting Method: The Work will be constructed under one prime contract.

1.3 WORK BY OTHERS

- A. Other work related to this Project includes the following:
 - 1. None specified.

1.4 WORK BY OWNER

- A. OWNER will perform or coordinate certain activities in connection with the Work as follows:
 - 1. None specified.

1.5 SEQUENCE OF WORK

- A. The Work to be performed under this order consists of providing all equipment, materials, supplies, tools, supervision, and labor necessary to perform incidental work as listed on the

detailed bid form per the City's standard details and specifications as may be required within the specified time period.

1.6 CONTRACTOR'S USE OF SITE

A. General:

1. All proposed construction activities will be considered with respect to the existing operations. The Work will occur on the site(s) ("Site") as indicated in the Bid Form.

B. CONTRACTOR shall:

1. Assume full responsibility for protection and safekeeping of products stored on and off premises.
2. Move stored products that interfere with the operation of OWNER and/or property owners.
3. Obtain and pay for all additional storage or work areas required for his operations.
4. Assume full responsibility for mud tracked onto streets by CONTRACTOR'S operations, and assure streets are adequately cleaned immediately.
5. Not interfere with operation of OWNER and/or adjacent property owners.
6. Provide all tools, ladders, equipment, temporary facilities, etc. required for CONTRACTOR'S work and the work of all his subcontractors.

C. Limits on CONTRACTOR'S use of site are:

1. CONTRACTOR and all personnel shall be restricted to the construction areas shown on the Drawings and designated by the OWNER.
2. CONTRACTOR shall ensure that all utilities are in good working condition for use by the OWNER'S personnel at all times unless written permission is received from the OWNER for temporary outages.
3. CONTRACTOR shall be responsible for any damage resulting from construction activities.
4. Washing out of concrete trucks anywhere on the Site or adjacent property is strictly prohibited. Should a concrete truck be inadvertently washed out in an improper location, the CONTRACTOR is responsible for that concrete will be required to clean-up and remove all clean-up residue. This will be enforced throughout the entire Project.
5. CONTRACTOR shall not block any access to private property and adjacent businesses.

1.7. EASEMENTS AND RIGHTS-OF-WAY

- A. Known easements and rights-of-way that affect the worksite shall be disclosed by OWNER. Construction operations should be confined to within the easements and rights-of-way as indicated by OWNER, unless otherwise specified by OWNER. Use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies in order to avoid damage to property and interference with traffic. The CONTRACTOR shall provide land required for storage of his construction materials and/or any temporary construction facilities or where construction operation must move beyond easement boundaries provided by the OWNER. The CONTRACTOR shall submit copies of all separate agreements with property owners to the OWNER.

- B. Within Highway Rights-of-Way: CONTRACTOR will obtain all Permits needed for the Work. All Work performed and all operations of CONTRACTOR, its employees, or Subcontractors within the limits of railroad and highway rights-of-way shall conform to the requirements and be under the control of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way.

1.8 NOTICES TO OWNERS AND AUTHORITES OF PROPERTIES ADJACENT TO THE WORK BY CONTRACTOR

CONTRACTOR shall provide notices in accordance with the following:

- A. Notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- B. When it is necessary to temporarily obstruct access to property, or when any utility service connection must be interrupted, give notices sufficiently in advance to enable the affected persons to provide for their needs. Conform notices to any applicable local ordinances and, whether delivered orally or in writing, include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.
- C. Utilities and other concerned agencies shall be notified at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.

1.9 SALVAGE OF EQUIPMENT AND MATERIALS

- A. Existing equipment and materials removed, and not shown or specified to be reused as part of the Work, shall become CONTRACTOR'S property.
- B. Existing equipment and materials removed by CONTRACTOR shall not be reused in the Work except where so specified or indicated.
- C. CONTRACTOR shall carefully remove, in a manner to prevent damage, all equipment and materials specified or indicated to be salvaged and reused or to remain the property of OWNER. Store and protect salvaged items specified or indicated to be reused in the Work. Replace in kind or with new items any items damaged in removal, storage, or handling through carelessness or improper procedures.
- D. CONTRACTOR may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become CONTRACTOR'S property.

B. CONCRETE REPAIRS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified or required to furnish and install hot mix-hot laid bituminous paving.

1.3 SUBMITTALS

A. Source of Quality Control:

1. CONTRACTOR shall submit mix design, test reports, and material certifications from batch supplying concrete prior to beginning work.

B. Reference Standards: Comply with the application provisions and recommendations of the following, except as otherwise shown or specified.

1. ACI 301, Specifications for Structure Concrete for Buildings (includes ASTM Standards referred to herein except ASTM A 36).
2. ACI 304, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
3. ACT 305, Hot Weather Concreting.
4. ACI 306, Cold Weather Concreting.
5. ACI 318, Building Code Requirements for Reinforced Concrete.
6. ACI 347, Guide to Framework for Concrete.
7. Concrete Reinforcing Steel Institute, Manual of Standard Practice, includes ASTM Standards referred to herein.
8. Kenton County Subdivision Regulations.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement:

1. Portland cement, ASTM C 150, Type I. Type III may be used to accelerate cure times.
2. Use Portland cement made by a well-known acceptable manufacturer and produced by not more than one plant.
3. Do not use cement which has deteriorated because of improper storage or handling.

B. Aggregates: ASTM C 33

1. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank run sand and manufactured sand are not acceptable.
2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows:
 - a. Crushed stone, processed from natural rock or stone.
 - b. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.

C. Coarse Aggregate Size: Size to be ASTM C33, Number 57 or 67, no larger than 1-1/2 inches.

D. Water: Clean, drinkable.

- E. Air-Entraining Admixture: ASTM C 260.
- F. Water-Reducing Admixture: ASTM C 494, Type A. Only use admixtures which have been tested and accepted in mix designs containing no accelerating or retarding components, chlorides, fluorides, or nitrates.
- G. Water-Reducing High Range Admixture: ASTM C 494, Type F/G. Only use admixtures which have been tested and accepted in mix designs.
- H. Fly Ash Mineral Admixture:
 - 1. Mineral admixtures, when used, shall meet the requirements of ASTM C 618 Class F.
 - 2. Fly ash shall be considered to be a cementitious material.
 - 3. Laboratory trial batches shall be tested to determine compliance with strength requirements, water cement ratio, air content, slump, and shrinkage characteristics.
 - 4. Fly ash shall not exceed 15% by weight of the total cementitious materials.
- I. Ground Granulated Blast Furnace Slag Mineral Admixture:
 - 1. Ground granulated blast furnace slag (GGBS) mineral admixture, when used, shall meet the requirements of ASTM C 989, Grade 120.
 - 2. GGBS shall be considered to be a cementitious material.
 - 3. Laboratory trial batches shall be tested to determine compliance with strength requirements, water cement ratio, air content, slump, and shrinkage characteristics.
 - 4. A substitution by weight, of the Portland cement by GGBS, so that the total tricalcium aluminate content of the resulting cement plus mineral admixture is not greater than 8 percent, will be considered. However, the mineral admixture shall not exceed 40 percent by weight of the cement plus GGBS.

2.2 CONCRETE

- A. Proportioning and Design Mix
 - 1. Concrete mix design shall be Kentucky Transportation Cabinet/Department of Highways Class A.
 - 2. Minimum compressive strength at 28 days; 3500 psi.
 - 3. Maximum water cement ratio by weight: 0.49.
 - 4. Minimum cement content: 564 pounds per cubic yard.
 - 5. Use air-entraining admixture in all concrete: provide not less than 4 percent nor more than 8 percent entrained air for all concrete.
 - 6. Slump Limits:
 - a. 2 to 4 inches at point of discharge.
 - 7. Calcium Chloride: Do not use calcium chloride in concrete. Do not use admixtures containing calcium chloride.

2.3 FORMS

- A. Provide steel or wood forms of adequate size and strength to resist movement during concrete placement and capable of maintaining vertical alignment until removed.
- B. Use forms that are straight, non-distorted, and free from surface defects that would alter the exposed finish.
- C. Form Release agent:
 - 1. Provide a clear, non-staining form-release agent that will not impair subsequent treatments of finished surfaces.

2.4 CURING AND SEALING COMPOUNDS

- A. Provide a single component, white pigmented curing and anti-spalling sealer. The cure and seal shall conform to ASTM C 309, Type II, Class B and AASHTO M 148, Type 2.
- B. Curing compound shall not be diluted or altered and shall be brought to site and stored in original containers as packaged by manufacturer. The manufacturing date and LOT number shall be clearly indicated on each container.
 - 1. Product and Manufacturer: Provide one of the following:
 - a. Lin-Seal White by W.R. Meadows.
 - b. Or equal.
- C. Provide an anti-spalling sealer for all exposed faces covered by forms during normal curing operations.

2.5 RELATED MATERIALS

- A. Joint Fillers:
 - 1. Provide performed, flexible foam expansion joint filler complying with ASTM D 1752. Material shall be resistant to petroleum derivatives.
 - 2. Asphalt impregnated joint fillers are not acceptable.
 - 3. Product and Manufacturer: Provide one of the following:
 - a. Torr-Bate 1002 by Flexible Industries.
 - b. Flex-Loc by Tamms Industries.
 - c. Ceramar by W.R. Meadows.
- B. Joint Filler Backing Material:
 - 1. Provide a closed cell, polyethylene, flexible, rope-like foam joint backing material to achieve the required depth for sealing joints. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.
- C. Joint Sealant:

1. Provide a urethane based, 2-part elastomeric sealant complying with ASTM C 920.
2. Product and Manufacturer:
 - a. Sonolastic SL 2 by Sonneborn Division of ChemRex, Inc.
 - b. Sealtight Pourthane by W.R. Meadows, Inc.
 - c. Or equal.

PART 3 - EXECUTION

3.1 INSPECTION

- A. CONTRACTOR shall notify the City Engineer, 859-912-1920, 24-hours prior to placing concrete. Do not place concrete until sub-grade, forms, and joints have been inspected and approved by a representative of the department.
- B. CONTRACTOR and his installer shall examine the substrate and the condition under which work is to be performed and notify the City Engineer on unsatisfactory conditions (i.e. unsuitable soil, saturated soil, utility lines, etc.). Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the ENGINEER.
- C. Valves, meters, pull boxes, manholes, and other structures shall be brought to the required grade and alignment prior to concrete placement.

3.2 FORM CONSTRUCTION

- A. CONTRACTOR shall notify the City Engineer, 859-912-1920, 24-hours prior to placing concrete. Do not place concrete until sub-grade, forms, and joints have been inspected and approved by a representative of the department.
- B. CONTRACTOR and his installer shall examine the substrate and the condition under which work is to be performed and notify the City Engineer on unsatisfactory conditions (i.e. unsuitable soil, saturated soil, utility lines, etc.). Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the ENGINEER.
- C. Valves, meters, pull boxes, manholes, and other structures shall be brought to the required grade and alignment prior to concrete placement.

3.3 EXPANSION JOINTS

- A. Provide 1/2 – inch joint fillers full depth and width of sidewalk at spacing and locations shown on drawings and where sidewalks abut concrete curbs, catch basins, manholes, building and other structures as necessary or recommended by City engineer.
- B. Care shall be taken to minimize joint deflection and movement during concrete placement.
- C. Provide a removal cap on top edge of expansion material flush with top surface of concrete to prevent debris from entering joint. Cap shall be removed for joint sealant application after concrete has cured for a minimum of 28-days.

- D. Joints shall be cleaned and primed with primer as recommended by sealant manufacturer prior to installation of joint sealant.
- E. Comply with sealant, manufacturer's written instructions except where more stringent requirements are shown or specified and except where manufacturer's technical representative directs otherwise.
- F. Do not install sealants without backer rod.
- G. Joint sealant shall be installed only when weather conditions are favorable to not cause damage or impede performance or sealant as specified by the manufacturer.
- H. Protect the sealant during the construction period to prevent deterioration, soiling, or damage.

3.4 CONCRETE PLACEMENT

- A. Manufacturing and delivery shall be in accordance with ASTM C 94.
- B. Job-Site Mixing: Use drum type batch machine mixer, mixing not less than 1-1/2 minutes for one cubic yard or smaller capacity. Increase mixing time at least 15 seconds for each additional cubic yard or fraction thereof.
- C. Concrete Placement: Comply with ACI 304, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.
 - 1. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.
 - 2. Jobsite addition of water to ready-mixed concrete shall not exceed 1 gallon per cubic yard of concrete and shall be noted on delivery ticket.
- D. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement, and curing.
 - 1. In hot weather comply with ACI 305. ACI defines hot weather as "any combination of the following conditions that tends to impair the quality of freshly mixed or hardened concrete by accelerating the rate of moisture loss and rate of cement hydration, or otherwise causing detrimental results:
 - High ambient temperature;
 - High concrete temperature;
 - Low relative humidity;
 - Wind speed; and
 - Solar radiation.
 - 2. In cold weather comply with ACI 306. ACI defines cold weather as a period when, for more than 3 consecutive days, the following conditions exist:

- 1) the average daily air temperature is less than 40°F and
- 2) the air temperature is not greater than 50°F for more than one-half of any 24-hour period.

3.5 CURING

- A. Curing: Begin curing as soon as free water has disappeared from exposed surfaces. Provide protection as required to prevent damage to exposed concrete surfaces.

3.6 FINISHES

A. Sidewalk Finish:

1. After placing concrete, do not work the surface further until ready for floating. Begin floating when the surface water has disappeared or when the concrete has stiffened sufficiently. Check and level the surface plane to tolerance not exceeding 1/4-inch in 10 feet when tested with a 10-foot straightedge placed on the surface at not less than 2 different angles. Cut down high spots and fill all low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.
2. Work edges and transverse joints, and around to 1/4-inch radius or as otherwise indicated on the drawings.
3. Eliminate tool marks by re-floating prior to brooming.
4. After completion of floating and when excess bleed water has disappeared, complete surface finish by applying a non-slip, light broom finish except as otherwise noted or shown on drawings.

3.7 FIELD QUALITY CONTROL

A. Concrete Work:

1. Protect concrete from damage during initial curing stage and when removing forms.
2. Cut out and properly replace to the extent ordered by ENGINEER, or repair to the satisfaction of ENGINEER, surfaces which contain cracks or voids, are unduly rough, or are in any way defective. Patches or plastering will not be acceptable.
3. Repair, removal, and replacement of defective concrete as ordered by ENGINEER shall be at no additional cost to OWNER.

C. PROTECTION OF THE WORK AND PROPERTY

PART 1 - GENERAL

1.1 GENERAL

- A. CONTRACTOR shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage as specified in this Invitation for Bid.
- B. In order to prevent damage, injury or loss, CONTRACTOR'S actions shall include, but not be limited to, the following:
 - 1. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with the progress of the Work or the Work of any other contractor or utility service company.
 - 2. Provide suitable storage facilities for all materials which are subject to injury by exposure to weather, theft, breakage, or otherwise.
 - 3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - 4. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a safe, orderly and workmanlike appearance.
 - 5. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways and other hazardous areas.
- C. CONTRACTOR shall not, except after written consent from proper parties, enter or occupy privately-owned land with men, tools, materials or equipment, except on easements provided herein.
- D. CONTRACTOR shall assume full responsibility for the preservation of all public and private property or facility on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by the CONTRACTOR, it shall be restored by the CONTRACTOR, at his expense, to a condition equal to that existing before the damage was done.

1.2 BARRICADES AND WARNING SIGNALS

- A. Where Work is performed on or adjacent to any roadway, right-of- way, or public place, CONTRACTOR shall provide barricades, fences, lights, warning signs, danger signals, watchmen, and shall take other precautionary measures for the protection of persons or property and of the Work. Barricades shall be painted to be visible at night. From sunset to sunrise, CONTRACTOR shall furnish and maintain at least one light at each barricade. Sufficient barricades shall be erected to keep vehicles from being driven on or into Work under construction. CONTRACTOR shall furnish watchmen in sufficient numbers to protect the Work. CONTRACTOR'S responsibility for the maintenance of barricades, signs, lights, and for providing watchmen shall continue until the Project is accepted by OWNER.

1.3 TREE AND PLANT PROTECTION

- A. CONTRACTOR shall protect all existing trees, shrubs and plants on or adjacent to the site against unnecessary cutting, breaking or skinning of trunk, branches, bark or roots.
- B. Materials or equipment shall not be stored or parked within the drip line.
- C. Temporary fences or barricades shall be installed to protect trees and plants in areas subject to traffic.
- D. Fires shall not be permitted under or adjacent to trees and plants.
- E. Within the limits of the Work, water trees and plants that are to remain, in order to maintain their health during construction operations.
- F. Cover all exposed roots with burlap that shall be kept continuously wet. Cover all exposed roots with earth as soon as possible. Protect root systems from mechanical damage and damage by erosion, flooding, run-off or noxious materials in solution.
- G. If branches or trunks are damaged, prune branches immediately and protect the cut or damaged areas with emulsified asphalt compounded specifically for horticultural use in a manner approved by the ENGINEER.
- H. All damaged trees and plants that die or suffer permanent injury shall be removed when ordered by the ENGINEER and replaced by a specimen of equal or better quality.
- I. Coordinate Work in this Section with requests and requirements of OWNER.

1.4 PROTECTION OF EXISTING STRUCTURES

- A. Underground Structures:
 - 1. Underground structures are defined to include, but not be limited to, all sewer, water, gas, and other piping, and manholes, chambers, electrical conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.
 - 2. All underground structures known to OWNER except water, sewer, electric, and telephone service connections are shown. This information is shown for the assistance of CONTRACTOR in accordance with the best information available, but is not guaranteed to be correct or complete.
 - 3. CONTRACTOR shall explore ahead of his trenching and excavation Work and shall uncover all obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption to the services which such structures provide. If CONTRACTOR damages an underground structure, he shall restore it to original condition at his expense.
 - 4. Necessary changes in the location of the Work may be made by OWNER, to avoid unanticipated underground structures.

6. If permanent relocation of an underground structure or other subsurface facility is required and is not otherwise provided for in the Contract Documents, OWNER will direct CONTRACTOR in writing to perform the Work.

B. Surface Structures:

1. Surface structures are defined as all existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.

C. Protection of Underground and Surface Structures:

1. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all underground and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, CONTRACTOR shall satisfy the OWNER that the methods and procedures to be used have been approved by the party owning same.
2. CONTRACTOR shall assume all risks attending the presence or proximity of all underground and surface structures within or adjacent to the limits of the Work. CONTRACTOR shall be responsible for all damage and expense for direct or indirect injury caused by his Work to any structure. CONTRACTOR shall repair immediately all damage caused by his work, to the satisfaction of the owner of the damaged structure.

- D. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers, and curbs which are temporarily removed to facilitate installation of the Work shall be replaced and restored to their original condition at CONTRACTOR'S expense.

1.5 PROTECTION OF FLOORS AND SLABS

- A. CONTRACTOR shall protect floors and slabs, including sidewalks, during entire construction period.
- B. Proper protective covering shall be used when moving heavy equipment, handling materials or other loads, when painting, handling mortar and grout and when cleaning walls and ceilings.
- C. Use metal pans to collect all oil and cuttings from pipe, conduit, or rod threading machines and under all metal cutting machines.
- D. Concrete floors less than 28 days old shall not be loaded without written permission of the OWNER. No floor or slab shall be loaded in excess of its design loading.

1.6 PROTECTION OF INSTALLED PRODUCTS AND LANDSCAPING

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
- B. Control traffic to prevent damage to equipment, materials and surfaces.
- C. Provide coverings to protect equipment and materials from damage.
 - 1. Cover projections, wall corners, and jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.

D. ACCESS ROADS, PARKING AREAS AND TRAFFIC CONTROL

GENERAL

1.1 GENERAL

- A. CONTRACTOR shall provide all temporary construction roads, walks and parking areas required during construction and for use of emergency vehicles. Temporary roads and parking areas shall be designed and maintained by the CONTRACTOR so as to be fully usable in all weather conditions.
- B. CONTRACTOR shall prevent interference with traffic operations on existing roads. He shall indemnify and save harmless the OWNER from any expenses caused by CONTRACTOR'S operations over these roads.
- C. Roadways damaged by CONTRACTOR shall be restored to their original condition by the CONTRACTOR, at CONTRACTOR'S expense, subject to approval of the OWNER.
- D. Temporary roads, walks and parking areas shall be removed by the CONTRACTOR prior to final acceptance and the ground returned to its original condition, unless otherwise required by the Contract Documents or the OWNER.

1.2 TRAFFIC CONTROLS

- A. All traffic controls shall be in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor's name and phone number shall be affixed to any devices used in the public right-of-way.
- B. CONTRACTOR is responsible for development of a temporary traffic control plan. The plan shall contain a location plan or street level map indicating the location of the work zone and include specific information related to the duration and time of work, lane closures, traffic pattern modifications, detours, signage, temporary road plates, etc.
- C. Heavy steel plates used to cover excavated areas in streets shall be secured in an appropriate manner to prevent movement. Use of road plates shall be kept to a minimum.
- D. All streets and trafficways shall be kept open for the passage of traffic and pedestrians

during the construction period unless otherwise approved by the OWNER or authority having jurisdiction over same.

- E. When required to cross, obstruct or temporarily close a street or trafficway, CONTRACTOR shall provide and maintain suitable bridges, detours or other approved temporary expedient for the accommodation of traffic. Work may be installed by the open cut method; however, the traffic flow shall be maintained. A minimum of two lanes of traffic shall be kept flowing. Closings shall be for the shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging.
- F. CONTRACTOR shall give the required advance notice to the fire and police departments of his proposed operations.
- G. CONTRACTOR shall give reasonable notice to owners or tenants of private property who may be affected by his operations.
- H. CONTRACTOR shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. All such work shall conform to requirements of the OWNER or authority having jurisdiction. Remove temporary equipment and facilities when no longer required. Restore grounds to original or to specified conditions.
- I. Pavement: When backfill is stabilized in accordance with Kentucky Transportation Cabinet requirements and these Specifications, CONTRACTOR shall replace the street pavement and base with pavement of similar type and equal thickness to the pavement which was removed. This pavement and base shall be constructed in complete accordance with the requirements of the Kentucky Transportation Cabinet and the 'Hot-Mix Asphalt Paving' instructions listed above.

1.3 FLAGMEN

- A. Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic and in accordance with the requirements of the authority having jurisdiction.

1.4 FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
 - 1. To clearly delineate traffic lanes, to guide traffic and to warn of hazardous areas.
 - 2. For use by flagmen in directing traffic.
- B. Provide illumination of critical traffic and parking areas.

1.5 PARKING CONTROL

- A. Control all CONTRACTOR related vehicular parking within the limits of the Work to preclude interference with public traffic or parking, access by emergency vehicles, OWNER'S

operations, or construction operations. Provide temporary parking facilities for the public as may be required because of construction or operations.

B. Monitor parking of all construction and private vehicles:

1. Maintain free vehicular access to and through parking areas.
2. Prohibit parking on or adjacent to access roads, or in non- designated areas.

C. Posting of "No Parking" Signs:

1. "No Parking" signs shall be posted a minimum of 24 hours in advance of planned work.
2. Contractor shall give property owners notice before having vehicles towed.
3. All towing shall be coordinated through the City's Police Departments.

1.3 CONTRACTOR'S ACCESS TO THE SITE

- A. All access to the site for CONTRACTOR'S employees, material, tools, and equipment shall only be through the designated construction entrance approved by the OWNER.

1.4 DESIGNATED PARKING

- A. No CONTRACTOR employee's personal vehicle shall be allowed to park anywhere other than the areas approved by the OWNER. The CONTRACTOR shall prepare and maintain this area as required.

1.5 MAINTENANCE OF ROADS

- A. CONTRACTOR shall at all times maintain approved access for trucks to loading areas of the construction site and parking facilities. All parking of construction vehicles shall be in approved parking areas.
- B. CONTRACTOR shall sweep all paved roads, daily if necessary, that are utilized in the prosecution of the Work.
- C. CONTRACTOR shall keep the above roads clean and serviceable at all times.
- D. Dust resulting from construction operations shall be controlled by the CONTRACTOR to prevent a nuisance on the site or in adjacent areas.

E. CONSTRUCTION PHOTOGRAPHS

GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall document existing site conditions, progress of the work, and the completed project through the use of videotapes and photographs. Photographs shall be taken at each location where work will be completed.
- B. All photographs shall be in digital format. Photographs shall be a minimum of 2.1 mega pixels.
- C. All photos become the property of OWNER and may be reproduced and used as necessary.

1.2 PRECONSTRUCTION VIDEOTAPES AND PHOTOGRAPHS

- A. Before starting construction, take photographs of each Project area from different vantage points, as requested by OWNER.

1.3 PERIODIC CONSTRUCTION PHOTOGRAPHS

- A. Photos shall be taken as necessary to show general progress of the Work.
- B. Photos shall be taken of all questionable site conditions that may affect proposed work or design intent.
- C. OWNER may select various views to be taken and select the time at which they will be taken.

1.4 FINAL COMPLETION VIDEOTAPES AND PHOTOGRAPHS

- A. Following completion of the Work or each task, photograph entire project area. The purpose of these photographs is to document the physical condition at each site and surrounding property at the completion of work.

1.5 SUBMITTTALS

- A. E-mail digital files of photographs to the OWNER. Each digital file shall be labeled with the following information:
 - 1. Date photograph taken.
 - 2. Title of Project/ Task.
 - 3. Short description of photograph. (Pre or Post submission).

F. APPLICATIONS FOR PAYMENT

GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the CONTRACTOR's Applications for Payment.

- B. This Section specifies administrative and procedural requirements governing each primary contractor's Applications for Payment.
 - B.1 Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- C. Related Sections: The following Sections contain requirements that relate to this Section.
 - Bid Schedule.
 - Acknowledgment Form.

1.2 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications for payments as certified and paid for by the OWNER.
 - A.1 The initial Application for Payment, the Application for Payment at time of substantial completion (as determined by City), and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Times: The date for each progress payment is the 25th day of each month. The period covered by each Application for Payment starts on the 1st of the month and ends on the last day of the month.
- D. Payment-Application Forms: Contractor may use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment, or another format which provide sufficient detail as described herein.
- E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The OWNER will return incomplete applications without action.
 - E.1 Entries shall match data on the BID SCHEDULE. Use updated schedules if revisions were made.
 - E.2 Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit a signed and completed Application for Payment to the OWNER by a method ensuring receipt within 24 hours.

- G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
 - G.1 Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - G.2 When an application shows completion of an item, submit final or full waivers.
 - G.3 The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - G.4 Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
 - i. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - G.5 Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
 - H.1 List of subcontractors.
 - H.2 Contractor's Construction Schedule.
 - H.3 Copies of authorizations and licenses from governing authorities for performance of the Work.
 - H.4 Certificates of insurance and insurance policies.
 - H.5 Performance and payment bonds.
 - H.6 Copy of Villa Hills Business License.
- I. Application for Partial Completion: If contract is parceled into phases or sections of work Contract may submit a request for payment for partial completion of work.
 - I.1 Administrative actions and submittals that shall precede or coincide with this application include:
 - 1. A detailed invoice, as described above.

2. Acknowledgment Form, with specific detail in relation to the portion of the work completed.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
- J.1 Completion of Project Work in its entirety.
 - J.2 Submission of Acknowledgment Form.
 - J.3 Removal of temporary facilities and services.
 - J.4 Removal of surplus materials, rubbish, and similar elements.

IV. INSTRUCTIONS TO BIDDERS

INDEX

1. Defined Terms
2. Bids Received
3. Preparation of Bid
4. Subcontracts
5. Location and Description of Project
6. Copies of Invitation for Bids
7. Qualifications of Bidders
8. Bid Security
9. Examination of Invitation for Bids, Other Related Data, and Site
10. Pre-Bid Conference
11. Site and Other Areas
12. Interpretations and Addenda
13. Contract Times
14. Liquidated and Special Damages
15. Substitute and "Or Equal" Items
16. Preparation of Bid
17. Basis of Bids; Comparison of Bids
18. Submittal of Bid
19. Modification or Withdrawal of Bid
20. Opening of Bids
21. Disqualification of Bidders
22. Bids to Remain Subject to Acceptance
23. Award of Contract
24. Contract Securities
25. Power of Attorney
26. Contractor's Insurance
27. Signing of Agreement
28. Notice to Proceed
29. Sales and Use Taxes
30. Additional Requirements
31. Prohibition against Conflicts of Interest
32. Force Majeure

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- A. Agreement: The written instrument forming a contract between OWNER and CONTRACTOR outlining specific terms of the Work.
 - B. Bidder: The individual or entity who submits a Bid directly to OWNER.
 - C. Successful Bidder: The Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
 - D. Bid Submittal Documents: The set of documents which must be submitted in its entirety by the Bidder with its Bid and which includes the following:
 - 1. Advertisement for Bids
 - 2. Instructions to Bidders
 - 3. Bid Form
 - 4. Bid Schedule
 - 5. Bid Bond
 - 6. Insurance and Workers Compensation Affidavit
 - 7. Subcontractor List
 - 8. Non-Collusion Affidavit
 - 9. Campaign Finance Affidavit
 - 10. Subcontractor List
 - 11. Non-Collusion Affidavit
 - E. CONTRACTOR: The individual or entity with whom OWNER has entered into the Agreement.
 - F. Notice of Award: The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.
 - G. Notice to Proceed: A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Agreement.
 - H. OWNER: The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to ADVERTISEMENT FOR BIDS for information on receipt of Bids.

ARTICLE 3 – PREPARATION OF BID

3.01 Each bid must be submitted on the prescribed form:

All Blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

ARTICLE 4 – SUBCONTRACTS

- 4.01 The bidder is specifically advised that any person or party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER.
- 4.02 Approval of the proposed subcontract award cannot be given by the OWNER unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that they have fully complied with any reporting requirement to which it is or was subject.
- 4.03 **In accordance with KRS Chapter 45A, the bid proposal must identify all subcontractors and the amount of each of their bids used in formulating the overall bid proposal.** If OWNER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, OWNER may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.
- 4.04 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which OWNER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.
- 4.05 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 5 - LOCATION AND DESCRIPTION OF PROJECT

5.01 Refer to the 'BID SCHEDULE' for the scope, location and description of the Project.

ARTICLE 6 - COPIES OF BIDDING DOCUMENTS

- 6.01 Refer to ADVERTISEMENT FOR BIDS for information on examination and procurement of Invitation for Bids.
- 6.02 Complete sets of Invitation for Bids must be used in preparing Bids; OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Invitation for Bids.
- 6.03 OWNER, in making copies of Invitation for Bids available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant permission for any other use.

ARTICLE 7 - QUALIFICATIONS OF BIDDERS

- 7.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 7.02 Bidders may be asked to furnish additional data to demonstrate their qualifications.
- 7.03 **In accordance with KRS 45A.485 all Bidders are required to:**
- (a) Reveal any final determination of a violation by the Contractor or subcontractors within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor and Subcontractor; and
 - (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor and Subcontractor for the duration of the contract.
- 7.04 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement. **Successful Bidder must obtain an Occupational License from the City and be registered with the Kentucky Secretary of State to do business in Kentucky prior to entering into an agreement.**

ARTICLE 8 – BID SECURITY AND BONDS

- 8.01 A Bid must be accompanied by Bid security made payable to the OWNER in the amount of ten **percent (10%) of Bidder's maximum Bid price** and in the form of a certified check or Bid Bond.
- 8.02 Bid Bond shall be on the form provided in the Bid Submittal documents.
- 8.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within ten days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited to the OWNER as liquidated damages for such failure.
- 8.04 The Bid security of any Bidder may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the sixtieth day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned upon demand of the

Bidder. The Bid security of Bidders whom OWNER believes do not have a reasonable chance of receiving an award will be returned within fifteen days of the Bid opening.

ARTICLE 9 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

9.01 Underground Facilities - Physical Conditions

- A. Information and data shown or indicated in the Invitation for Bids with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER by owners of such Underground Facilities, or others.

9.02 Hazardous Environmental Condition

- A. OWNER has no actual knowledge of a Hazardous Environmental Condition at any Site.

9.03 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies. Bidder will provide evidence of liability insurance to OWNER deemed acceptable to OWNER and naming OWNER an additional insured prior to performing any exploratory work at the Site.

9.04 It is the responsibility of Bidder, before submitting a Bid to:

- A. Examine and carefully study the Invitation for Bids, including any Addenda and the other related data identified in the Invitation for Bids;
- B. Visit the Site(s) and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state and local laws, rules, ordinances, and regulations that may affect cost, progress and performance of the Work;
- D. Obtain and carefully study (or assume responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Invitation for Bids, and safety precautions and programs incident thereto;
- E. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Invitation for Bids;

- F. Become aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Invitation for Bids;
- G. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Invitation for Bids, and all additional examinations, investigations, explorations, tests, studies and data with the Invitation for Bids;
- H. Promptly give OWNER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Invitation for Bids and confirm that the written resolution thereof by OWNER is acceptable to Bidder; and
- I. Determine that the Invitation for Bids is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

9.05 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 9, that without exception the Bid is premised upon performing the Work required by the Invitation for Bids and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Invitation for Bids, that Bidder has given OWNER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Invitation for Bids and the written resolutions thereof by OWNER are acceptable to Bidder, and that the Invitation for Bids are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 10 - PRE-BID CONFERENCE

10.01 No Pre-Bid Conference.

ARTICLE 11 – SITE(S) AND OTHER AREAS

11.01 The Site(s) are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Invitation for Bids.

ARTICLE 12 - INTERPRETATIONS AND ADDENDA

12.01 All questions about the meaning or intent of the Invitation for Bids shall be submitted to OWNER in writing. In order to receive consideration, questions must be received by OWNER at least three (3) days prior to the date for the opening of Bids. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Invitation for Bids for receipt, or posted to the City's website two (2) days prior to the Bid due date. Only questions answered by Addenda will be binding. Oral representations by City personnel will be without legal effect.

12.02 Addenda may also be issued to clarify, correct or change the Invitation for Bids as deemed advisable by OWNER. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 12.01.

ARTICLE 13 - CONTRACT TIMES

13.01 The number of days within which or dates by which the Work is to be completed and ready for final payment (the Contract Times) shall be set forth in the Work to be completed.

ARTICLE 14 - LIQUIDATED AND SPECIAL DAMAGES

14.01 The successful Bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within **10 days** after he/she has received notice of the acceptance of his/her bid, shall forfeit to the OWNER, as liquidated damage for such failure or refusal, the security deposited with his/her bid.

14.02 Provisions for liquidated and special damages, if any, are set forth in the Agreement, and further summarized below.

14.03 **The OWNER shall have the right to invoice the CONTRACTOR \$500.00 per day for each day that the work is not complete beyond the Contract Times.**

ARTICLE 15 - SUBSTITUTE AND "OR EQUAL" ITEMS

15.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Invitation for Bids with consideration of possible substitute or "or-equal" items, if deemed acceptable by OWNER in accordance with KRS 45A.415 .

ARTICLE 16 - PREPARATION OF BID

16.01 A Bid must be made on the Bid Form and shall not be altered in any way.

16.02 All blanks in the Bid Form shall be completed by printing in black ink or by typewriter. A Bid price shall be indicated in numerals for each Bid Item listed therein or the words "No Bid", or "Not Applicable" entered. Ditto marks shall not be used.

16.03 A Bid shall be executed as stated below.

- A. A Bid by an individual shall show the Bidder's name and official address.
- B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown below the signature.

- D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.
 - E. A Bid by a limited liability company shall be executed in the name of the firm and signed by a member accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
 - F. All names shall be typed or printed in black ink below the signature.
 - G. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided, if applicable.
 - H. Contractor's license or registration number, if any, shall be entered in the space provided on the Bid Form.
- 16.04 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid Form.
- 16.05 The address and telephone number for communications regarding the Bid shall be shown.
- 16.06 The Bid Submittal Documents, described in Article 1, Section 1.01D, shall be submitted with the bid. Each document shall be executed in the manner described in paragraph 16.03 unless another manner is indicated.

ARTICLE 17 - BASIS OF BIDS; COMPARISON OF BIDS

- 17.01 The Bid consists of a series of lump sums with unit price items:
- A. For each lump sum item on the Bid Form, Bidder shall enter the lump sum Bid in the spaces provided on the Bid Form.
 - B. For each unit price item on the Bid Form, Bidder shall enter the unit price Bid, and shall enter the computation of the respective quantity times the Bidder's unit price for that item in the spaces provided on the Bid Form.
 - C. Bidder shall compute and enter the total of all lump sum items and the products of quantity and unit price Bid for each unit price item in the space provided on the Bid Form. This amount shall be considered as the Total Bid Amount.
 - D. For determination of the apparent low Bidder, Bids will be compared on the basis of the sum of the Total Bid Amount.

17.02 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 18 - SUBMITTAL OF BID

18.01 The entire Bid Submittal shall be submitted no later than the date and time prescribed and at the place indicated in the ADVERTISEMENT FOR BIDS.

18.02 Bid shall be enclosed in a sealed envelope plainly marked on the outside with the following **“SEALED BID FOR ANNUAL CONCRETE MAINTENANCE PROJECT.”** Bid shall be accompanied by Bid security and other required documents.

18.03 If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly addressed to:

ATTN: JENNIFER LIPSON
CITY OF VILLA HILLS
720 ROGERS ROAD
VILLA HILLS, KY 41017

ARTICLE 19 - MODIFICATION OR WITHDRAWAL OF BID

19.01 Withdrawal Prior to Bid Opening:

- A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

19.02 Modification Prior to Bid Opening:

- A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in paragraph 19.01.A and submit a new Bid.

ARTICLE 20 - OPENING OF BIDS

20.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening. The City may opt to open bids electronically, in which case the required information for public viewing shall be posted in accordance with KRS 45A.365.

20.02 Bids received after the time and date stated in the ADVERTISEMENT FOR BIDS, will be considered non-responsive.

ARTICLE 21 - DISQUALIFICATION OF BIDDERS

21.01 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 22 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

22.01 All Bids shall remain subject to acceptance for a maximum of sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 23 - AWARD OF CONTRACT

23.01 OWNER reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive any informality not involving price, time or changes in the Work.

23.02 OWNER reserves the right to reject any Bid not accompanied by specified documentation and Bid security.

23.03 OWNER reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.

23.04 In evaluating Bidders, OWNER will consider their qualifications, whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

23.05 OWNER may consider the qualifications and experience of Subcontractors, Suppliers and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers and other individuals or entities must be submitted to support the request.

23.06 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

23.07 Award of the Contract will be made to the lowest, responsive, and responsible Bidder, who has neither been disqualified nor rejected pursuant to Article 21 or this Article 23, where the Bid is reasonable and does not exceed the funds available for the Project. The OWNER further reserves the right to award the Base Bid, plus any or all of the alternates or combination thereof, to the lowest responsive and responsible Bidder as determined by comparing the Bidder's Base Bid costs plus the applicable alternates.

ARTICLE 24 - CONTRACT SECURITIES

- 24.01 The Performance Bond and the Payment Bond shall be in the form of American Institute of Architects (AIA) Document A312. The amounts of such bonds shall be equal to 100% of the total Bid amount.
- 24.02 Successful Bidder shall within ten days from the date of the Notice of Award deliver to OWNER, for OWNER's review and approval, the Performance Bond and the Payment Bond CONTRACTOR proposes to furnish at the time of the execution of the Agreement.

ARTICLE 25 – NOT APPLICABLE

ARTICLE 26 - CONTRACTOR'S INSURANCE

- 26.01 The successful CONTRACTOR shall, prior to the commencement of the work, furnish to OWNER a certificate of worker's compensation, public liability, and property damage insurance in the amounts as listed below. OWNER shall be named as an additional insured and indemnified and held harmless from all claims, suits, and action of every name and description brought against OWNER for or on account of any injury or damage to person or property arising from or growing out of the demolition or application of said Work or doing any of the Work herein described.

Worker's Compensation: Workers Liability \$1,000,000 or the minimum required by state law, whichever is higher

CONTRACTOR'S General Liability:

Bodily Injury: \$2,000,000 Each Occurrence, \$3,000,000 Aggregate

Property Damage: \$2,000,000 Each Occurrence, \$3,000,000 Aggregate

CONTRACTOR'S Automobile Liability

Bodily Injury: \$1,000,000 Each Person, \$1,000,000 Each Accident

Property Damage: \$2,000,000 Each Occurrence or Combined Single Limit of \$5,000,000

- 26.02 Successful Bidder shall within ten (10) days from the date of the Notice of Award deliver to OWNER, for review and approval, the required policies of insurance.
- 26.03 CONTRACTOR shall either (1) require each of his/her Subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified above or (2) insure the activities of the Subcontractors in his/her own policy.
- 26.04 **Pursuant to KRS 198B.060(10) and KRS 45A.480 CONTRACTOR and Subcontractors shall complete the INSURANCE AND WORKER'S COMPENSATION AFFIDAVIT certifying compliance with Kentucky Chapter 341 for Unemployment Insurance and Kentucky Chapter 342 for Worker's Compensation Insurance.**
- 26.05 The CONTRACTOR shall indemnify the CITY against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the CITY,

and shall defend and indemnify the CITY from any claims, demands, suits, actions or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the Work or in connection therewith, including operations of subcontractors and acts or omissions of employees or agents of the CONTRACTOR or CONTRACTOR's subcontractors. Insurance coverage specified here and in the special conditions constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the Agreement. In addition to the indemnities provided above, CONTRACTOR shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions of employees or agents of the CONTRACTOR or CONTRACTOR's subcontractors in connection with the Work; and (ii) shall pay all damages, costs and expenses in connection with such actions, including CITY's attorneys' fees.

ARTICLE 27 - SIGNING OF AGREEMENT

27.01 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten (10) days thereafter, OWNER will deliver one fully signed counterpart to Successful Bidder.

ARTICLE 28 - NOTICE TO PROCEED

28.01 If a Notice to Proceed is given, the Contract Times will commence on the day indicated in the Notice to Proceed.

ARTICLE 29 - SALES AND USE TAXES

29.01 OWNER is sales and use tax exempt. A tax-exempt identification can be provided upon request.

ARTICLE 30 - ADDITIONAL REQUIREMENTS

30.01 Bidders must comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) , Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), and Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 236, No. 75, Saturday, April 17, 1971.

30.02 The bidder's attention is directed to the fact that all applicable state, local, and federal laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

30.03 CONTRACTOR agrees that he/she will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics,

materialmen, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The CONTRACTOR at OWNER'S request shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the CONTRACTOR fails to do so, then the OWNER may, after having served written notice on the said CONTRACTOR, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to CONTRACTOR shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the OWNER to either the CONTRACTOR or his/her surety. In paying any unpaid bills of the CONTRACTOR, the OWNER shall be deemed the agent of the CONTRACTOR, and any payment so made by OWNER shall be considered as payment made under this Contract by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payment made in good faith.

30.04 Contractor shall comply with all terms and conditions of the Invitations for Bids, including but not limited to the federal rules and regulations included in the Invitation for Bids. Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. Insurance requirements

30.05 This Invitation for Bid and the resulting Contract shall be governed by Kentucky law. Any litigation related to this Invitation for Bid or Contract shall take place in a court of competent jurisdiction in Kenton County, Kentucky.

ARTICLE 31- PROHIBITION AGAINST CONFLICTS OF INTEREST

31.01 By submitting a bid, Bidder certifies that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks in KRS 45A.455, which are set forth herein as follows:

- (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - (a) He, or any member of his immediate family has a financial interest therein; or
 - (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation

of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

- (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
- (3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 32- FORCE MAJEURE AND TERMINATION FOR CONVENIENCE

32.01 Neither party is responsible for any failure to perform its obligations under the Agreement, if it is prevented or delayed in performing those obligations by an event beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent (a "Force Majeure"), including without limitation, a public health emergency, a pandemic, acts of God, the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, wars, riots, terrorism, rebellions, sabotage, fires, explosions or accidents not the fault of either party, floods or other natural disasters causing materially different site conditions, strikes, or other concerned acts of workers, lockouts, or changes in law, regulations, or ordinances. The City may at its option, terminate the Agreement in the event of a Force Majeure.

32.02 The City may terminate the Agreement at any time for convenience by a notice in writing from City to the Contractor. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory Work completed up to the effective date of the termination.

V. BID FORM

(This Bid Form shall not be altered in any way. This entire bid form, consisting of 7 pages shall be returned with the executed Bid along with other bid requirements. The entire project manual is not to be submitted)

BID FOR: ANNUAL CONCRETE MAINTENANCE 2022

BID TO:

City of Villa Hills
720 Rogers Road
Villa Hills, KY 41017

BID FROM: _____

(Print or Type Name of Bidder)
(/A Corporation/A Partnership/A Limited Liability Company/An Individual/A Joint Venture/Select One.)

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Invitation for Bids to perform all Work as specified or indicated in the Invitation for Bids for the price(s) and within the times indicated in this Bid and in accordance with the Invitation for Bids.
- 2.01 Bidder accepts all of the terms and conditions of the ADVERTISEMENT FOR BIDS and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the time period set forth in the Instruction to Bidders. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Invitation for Bids.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Invitation for Bids, the other related data identified in the Invitation for Bids, if any, and the following Addenda receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance for the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions, if any, at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Invitation for Bids to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) and within the times and in accordance with the other terms and conditions of the Invitation for Bids.
 - G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Invitation for Bids.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Invitation for Bids and all additional examinations, investigations, explorations, tests, studies and data with the Invitation for Bids.
 - I. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Invitation for Bids, and the written resolution thereof by OWNER is acceptable to Bidder.
 - J. The Invitation for Bids are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for sums as marked on the following pages and:

Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and final payment will be based on actual quantities of Unit Price Work performed as provided in the Contract Documents.

- 6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.01 Bidder accepts the provisions of the INSTRUCTION TO BIDDERS as to liquidated and special damages in the event of failure to complete the Work within the times specified above.
- 8.01 The following documents are attached to and made a condition of this Bid:
1. Advertisement for Bids.
 2. Instructions to Bidders.
 3. Bid Form.
 4. Bid Schedule.
 5. Bid Bond.
 6. Insurance and Workers Compensation Affidavit
 7. Subcontractor List
 8. Non-Collusion Affidavit
 9. Campaign Finance Affidavit
- 9.01 The terms used in this Bid will have the meanings indicated in the Instructions to Bidders and the General Conditions.

VI. BID SCHEDULE

To: THE VILLA HILLS CITY MANAGER

In accordance with the advertisement inviting proposals and having familiarized ourselves with the Advertisement for Bids, the Instructions to Bidders, the Specifications below, and having familiarized ourselves with all conditions which might affect cost of furnishing and delivering said equipment and/or service, we propose to furnish and deliver same for the sum of: **Please put a Unit Price for each category. These quantities could be reduced due to budget constraints.**

Bid Item	Quantity	Unit	Unit Price	Bid Price
Sidewalk 4" Minimum 400 SF per work order	20,000	S.F.	\$	\$
Sidewalk 6" Minimum 400 SF per work order	800	S.F.	\$	\$
Sidewalk 8" Minimum 400 SF per work order	800	S.F.	\$	\$
Standard Curb and Gutter Minimum 100 LF per work order	400	L.F.	\$	\$
Header Curb Minimum 100 LF per work order	400	L.F.	\$	\$
Integral Curb Minimum 100 LF per work order	400	LF	\$	\$
Paving, 9" doweled slabs Minimum 300 SF per work order	10,000	S.F.	\$	\$
Typical Curb Ramp (a.k.a. Handicap Ramp (Not including Detectable Warning) Minimum 50 SF per work order	5000	S.F.	\$	\$
ADA Approved Detectable Truncated Dome Inserts	100	EA.	\$	\$
Flowable Fill (installed)	200	C.Y.	\$	\$
Restoration of topsoil, seed & mulch	2000	S.F.	\$	\$
Total Bid Amount				\$

Notes:

- All line items shall be based on removal of an existing concrete surface with similar geometry and replacement with specified material*
- The Latest Edition of the City's Standard Details shall be used for the above listed item of work.*
- Over-excavation beyond what is set up in the work order needs to be reviewed and approved by the City engineer. The quantity and price for over-excavation needs to be agreed upon before work begins.*
- It is the Contractor's responsibility to contact "Call Before You Dig" 1-800-752-6007 to ensure all underground utilities are marked.*

6. *Contractor will be responsible for maintenance of traffic and notification of any large closures to Dispatch for emergency vehicles. This work should be included in the unit bid prices.*

The bidder must bid on all items of the work.

The bidder's total bid amount above is his total bid based on his unit prices and lump sum prices and the estimated quantities. This figure is for information only at the time of opening bids. The OWNER will make the tabulation from the unit prices and lump sum prices bid plus any or all alternates. If there is an error in the total price by the bidder, it shall be changed as only the unit prices and lump sum prices shall govern as described in the Instructions to Bidders. The bidder shall verify all quantities in the field prior to submitting his bid.

Respectfully submitted on _____, 20__.

A Corporation Limited Liability Company A Joint Venture An Individual
(check applicable business entity)

By _____
(Firm Name)

(State of Incorporation or Formation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ FAX No. _____

(If a Joint Venture, each venturer must sign.)

++END OF BID FORM++

VII. BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Villa Hills, Kentucky as owner in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator, successors, and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Villa Hills, Kentucky a certain Bid, attached hereto make a part hereof to enter into a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____(L.S.)
Principal

Surety

SEAL By: _____

VIII. CONTRACTORS AND SUBCONTRACTORS
INSURANCE AND WORKERS COMPENSATION AFFIDAVIT
PURSUANT TO KRS 198B.060(10)

Pursuant to the requirements of Kentucky Revised Statutes, the undersigned contractors and/or subcontractors hereby state and affirm that they presently are or will be in compliance with Kentucky Chapter 342 and Unemployment Insurance according to KRS Chapter 341 prior to beginning any employment or work within the City of Villa Hills, Kentucky on the above referenced project.

If the applicant is not the contractor or subcontractor then the applicant, _____ states, pursuant to KRS 198B.060(10), that all contractors and subcontractors employed or that will be employed on any activity covered under this subject project by the City of Villa Hills shall be in compliance with the Commonwealth of Kentucky requirements for Worker's Compensation Insurance (according to KRS Chapter 342) and Unemployment Insurance (according to KRS Chapter 341).

Pursuant to KRS 198B.060(10) the undersigned states that they understand they cannot conduct any activity relating to building, construction, reconstruction, renovation, demolition or maintenance of facilities within the City of Villa Hills, Kentucky without signing this affidavit and that they have the required Worker's Compensation and Unemployment Compensation Insurance.

Signed this _____ day of _____, 20_____.

Signature

Business

Address

STATE OF KENTUCKY)
COUNTY OF KENTON)

The above noted Affidavit was subscribed and sworn to before me by the above noted applicant, contractor or subcontractor on this ____ day of _____, 20_____.

_____/My Commission expires:_____
Notary Public

IX. CAMPAIGN FINANCE AFFIDAVIT OF BIDDER

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____ :
SS:

COUNTY OF _____ :

_____ being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____ , who on _____,
(Name of Bidder) (Date Bid Submitted)

20___, submitted to _____

_____ a bid as set forth in the attached copy; that bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the bidder would not violate any provision of the campaign finance laws of the Commonwealth.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

XI. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employees of Congress, or any employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor)_____

Title/Firm_____

Date_____

Subscribed and sworn to before me this day of _____⁺⁺⁺_____, 20_____.

(SEAL OF NOTARY HERE)

Notary Public in and for _____

My Commission expires_____

XII. SUBCONTRACTOR LIST

The Bidder shall enter the names and the type of work to be done in the Subcontractors List that follows for each subcontractor that the Bidder proposed to use for the work.

Only one (1) Subcontractor shall be listed for each work item. Upon award of a Contract, the named Subcontractors shall be employed to perform the work, unless the changes are specifically authorized by the OWNER. Failure to furnish all information requested may render the Bid non-responsive.

Except as otherwise specifically stated by the Bidder in this Section, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own forces for the work for which no Subcontractors are listed.

Subcontractor	Work	Price

(use additional sheets if necessary)

By: _____

XIII. SAMPLE NOTICE OF AWARD

TO: _____

You are hereby notified that the City of Villa Hills, herein called OWNER, has reviewed all Bids submitted for the construction of

ANNUAL CONCRETE MAINTENANCE 2021

in accordance with the Contract Documents and that your Lump Sum and Unit Price Bid along with the listed alternates in the amount of _____ has been accepted and that OWNER intends to execute the Agreement for this Work, provided, however, that you first comply with the obligations of the successful Bidder set forth in the Instructions to Bidders and subject to the provisions of the form of Agreement enclosed herewith and the proper, punctual execution thereof by you. Acceptance by the OWNER is conditioned upon your compliance with those obligations, and the OWNER reserves the right to refrain from entering into or to rescind the contract if you do not fulfill those obligations within the respective times specified.

Three copies of the Agreement enclosed for your execution. All copies of these documents along with the Performance Bond and the Payment Bond must be executed (do not date Agreement) by yourself and your Surety and returned within ten calendar days to OWNER at the following address:

CITY OF VILLA HILLS
ATTN: JENNIFER LIPSON
720 ROGERS ROAD
VILLA HILLS KY 41017

In addition, two (2) copies of all required certificates of insurance shall be submitted to the OWNER within ten calendar days of the date of this Notice of Award for his review and approval.

Subsequent to execution of the Agreement by OWNER, one copy of the Agreement, the Performance Bond, and the Payment Bond will be returned to you.

Date: _____, 20____

By _____
Jennifer Lipson

City Clerk
Title

XXI. ANNUAL CONCRETE MAINTENANCE AGREEMENT

AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2021, by and between _____, a Kentucky corporation with a principal place of business at _____ (the "Contractor") and the **CITY OF VILLA HILLS**, a Kentucky city of the home rule class with a principal place of business at 720 Rogers Road Villa Hills, KY 41017 (the "City").

RECITALS

1. **WHEREAS**, the City sought proposals for concrete public improvements related to sidewalks and roadways throughout its jurisdictional boundaries. (the "Sites").

2. **WHEREAS**, pursuant to Villa Hills City Council Order No. _____, the Mayor was authorized to enter into this agreement with the Contractor to perform the annual concrete work (the "Work").

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Compensation. That for and in consideration of the payment of a sum not to exceed \$ _____ (the "Contract Price") to be paid by the City according to the terms set forth in Paragraph 4 of this Agreement, the Contractor agrees to perform the work provided herein.

2. Work. The Contractor shall do, perform and carry out, in a satisfactory and workmanlike manner with due diligence all of the professional services and provide all of the materials necessary to perform the operations set forth in the Contract Documents. Said services and materials shall hereinafter be referred to as "the Work."

3. Controlling Documents. The documents as listed below are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work. Together said documents shall hereinafter be referred to as "the Contract Documents" and shall include:

- a. This Agreement
- b. **EXHIBIT A PROJECT SPECIFICATIONS**
- c. **EXHIBIT B THE CONTRACTOR'S BID**

4. Payment. The City shall pay the Contract Price by monthly payments. Payment will be made by the City within thirty (30) days of receipt in a detailed monthly statement regarding the work that was completed, and upon the submission by Contractor of a completed and notarized Acknowledgment Form in a form substantially similar to that attached as Exhibit C. The City reserves the right to refuse payment if it is determined that the monthly statement is inadequate. The City further reserves the right to refuse payment if it is determined by the City Engineer, City Administrator, or their Designee that the work performed or materials provided for the Work are inadequate or defective. If it is determined by the City that the monthly statement is inadequate, or that work performed or materials provided are inadequate or defective, the City shall notify the Contractor and tender written explanation for such action within ten (10) days of the action. Upon receipt of such notice, the Cure provisions provided in Paragraph 12 shall apply.

5. Payment of Retainage. No Retainage
6. Contract Times. The Work will be complete and ready for Final Payment according to the Notice to Proceed included in the **PROJECT SPECIFICATIONS**
7. Compensatory Damages. The Contractor shall reimburse the City (1) for any fines, fees or penalties imposed on the City as a direct result of the Contractor's failure to complete the Work according to the **PROJECT SPECIFICATIONS**, and (2) for the actual costs, reasonably incurred by the City for engineering, observation, inspection, and administrative services needed to complete the Work following an Event of Default.
8. Liquidated Damages. In addition to the Compensatory Damages provided above, the Parties agree that an amount of **\$500/day** shall be assessed for each day after any Milestone Date that the Work is not complete and ready for Final Payment. The Parties further agree that this amount does not represent a penalty and that the actual amount of damages for delay cannot be readily ascertained at the time of executing this Agreement.
9. Contractor's Deliveries Prior to Work. The Contractor hereby agrees to make the following deliveries prior to the commencing the Work:
 - a. Insurance. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of insurance policies as further described in the **PROJECT SPECIFICATIONS**. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City of Villa Hills, Kentucky." The Contractor covenants and agrees to keep all insurance coverage in full force and effect until completion of the Work. The City will be named as an additional insured on all liability policies.
 - b. Occupational License. The Contractor shall acquire, or demonstrate prior acquisition of, a City of Villa Hills Occupational/Business Regulatory Licenses prior to commencing the Work. The Contractor shall also ensure that any Sub-Contractor on the Work has acquired all licenses necessary to do business in the City of Villa Hills.
10. Contractor's Warranties, Representations, and Covenants. Upon executing this Agreement, Contractor makes the following representations and warranties:
 - a. Contractor's representations and warranties made by virtue of its submission of the **CONTRACTOR'S BID** are hereby incorporated as if restated in full.
 - b. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Work.
 - c. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
 - d. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- e. Contractor has considered the information known to contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Work Documents; and the Site-related reports and drawings identified in the Work Documents, if any, with respect to the effect of such information observations, and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and (3) Contractor's safety precautions and programs.
 - f. Contractor represents that it has, or will have, at its own expense, all personnel required in performing the Work. Such personnel shall not be employees of, or have any contractual relationship with the City.
 - g. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance to the other terms and conditions of the Contract.
 - h. Contractor is aware of the general nature of the work to be performed by others at the site that relates to the Work as indicated in the Contract Documents and acknowledges that the Designee may refuse inadequate or defective work.
 - i. Contractor has given notice to the City or the Designee of any conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents.
 - j. The Contract Documents are generally sufficient to convey the understanding of all terms and conditions for performance and furnishing of the Work.
 - k. Contractor represents that it has revealed any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and Health of Employees", and 342 "Workers' Compensation" by the within the previous five (5) years, and further covenants that it shall be in continuous compliance with the provisions of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 341 "Unemployment Compensation", and 342 "Workers' Compensation" for the duration of this Contract.
 - l. **By signing this Agreement Contractor affirms that is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, and agrees not to violate these provisions.**
 - m. By executing this Agreement, Contractor hereby restates all representations made within the Invitation for Bids.
11. **Equal Opportunity Employment.** Unless exempted by KRS 45.590, during the performance of the Agreement the Contractor agrees as follows:
- a. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
 - b. The contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

- c. The contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- d. The contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section.
- e. The contractor shall send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

12. Events of Default. The following acts shall constitute an Event of Default under this Agreement:

- a. The Contractor's failure to fully perform and carry out any of the obligations, covenants and/or conditions of this Agreement; and/or
- b. The discovery at any time after the execution of this Agreement that any representation or warranty is inaccurate or untrue.

13. Cure. Upon an Event of Default, that the City in its sole discretion deems subject to cure, the City shall provide written notice to the Contractor with a request that the Contractor cure said Event of Default within a reasonable time (the "Cure Period"). If the Contractor fails to cure said default within such reasonable time or if the City determines that an Event of Default may not be cured, the City reserves the right to institute the Remedies provided in Paragraph 14 below.

14. Remedies. Upon the occurrence of an uncured Event of Default or an Event of Default that is not subject to cure, the City, in its sole discretion, may implement any or all of the following remedies:

- a. Terminate and cancel the Agreement;
- b. Withhold any payment that may be due, provided that such retention of any payment due shall not release the Contractor from liability for the default;
- c. Withhold any retainage that may be held by the City; and/or
- d. Contract with a third party and complete the Contract at the expense of the Contractor, or if applicable its surety.

15. Attorney's fees. In the event the City institutes any of the above remedies, the Contractor shall pay the City's attorney's fees, court costs and expenses incurred by the City as a result of the Contractor's uncured default. If City or the Designee inspects the Work and determines that a Final Payment is due Contractor, but later discovers a defective condition in work or materials, then the final payment shall not waive any rights that the City may have against the Contractor and the Contractor shall correct any defect without additional consideration.

16. Cumulative Remedies. The implementation of any or all of the remedies in Paragraph 14, shall not affect or terminate any of the rights of the City as against the Contractor then existing or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law, including attorneys' fees incurred in curing the default.

17. Dispute Resolution. Any dispute between the Parties arising under this Agreement, shall be subject to the following dispute resolution procedures:

LEVEL 1 The Parties shall conduct an informal mediation facilitated by the City's Designee.

LEVEL 2 Provided the Parties do not resolve any dispute in accordance with the Level 1 mediation procedure, within fourteen (14) days of the unsuccessful Level 1 mediation, the Parties shall select a mutually agreeable, neutral mediator and schedule a mediation. The Parties shall share the costs of any Level 2 mediation.

LEVEL 3 Should any dispute remain unresolved after Level 2 mediation, the dispute shall be resolved through litigation in a court of competent jurisdiction located in Kenton County, Kentucky.

18. Sub-Contracting. The Contractor hereby agrees that none of the work or services covered by this Contract shall be subcontracted without prior written approval of the City

19. Notice. All notices required or permitted under this agreement shall be in writing, and directed to the Parties at the following addresses:

a. Any communication to the Contractor shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested:

b. Any communication to the City shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested:

City of Villa Hills
Craig Bohman City Administrator,
720 Roger Road,
Villa Hills, Kentucky 41017

20. Modification. The City may, from time to time, require changes in the Work. Such changes, including any increase or decrease in compensation, which are mutually agreed upon between the City and the Contractor, may be contingent upon approval by the City Council and shall be incorporated as written amendments to this Contract.

21. Assignment. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City.

22. Governing Law and Venue. This Agreement shall be interpreted and construed in conformity with the laws of the Commonwealth of Kentucky. Any litigation related to this contract shall take place in a court of competent jurisdiction in Kenton County, Kentucky.

23. Indemnification. The Contractor shall indemnify the City against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the city, and shall defend and indemnify the City from any claims, demands, suits, actions or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the Work in connection here, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or Contractor's subcontractors. Insurance coverage specified here and in the special conditions constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract.
24. Duty to Defend. In addition to the indemnities provided above, Contractor shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions of employees or agents of the Contractor or Contractor's subcontractors in connection with the Work; and (ii) shall pay all damages, costs and expenses in connection with such actions, including City's attorneys' fees.
25. Force Majeure & Termination for Convenience. Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, including without limitation, a public health emergency, a pandemic, acts of God, the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, wars, riots, terrorism, rebellions, sabotage, fires, explosions or accidents not the fault of either party, floods or other natural disasters causing materially different site conditions, strikes, or other concerned acts of workers, lockouts, or changes in law, regulations, or ordinances.
26. Severability. In the event that any provision or portion of this Contract shall be found to be invalid or unenforceable, then such provision or portion of the Contract shall not affect the validity or enforceability of any other provision or portion of the Contract.
27. Entire Agreement. This Contract including the Invitation for Bids and Construction Documents constitutes the entire agreement between the City and the Contractor with respect to the Work. It is intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.
28. Meaning. The terms used in this Agreement will have the meanings stated herein. This Agreement is to be construed according to the terms, conditions and promises contained herein as well as those contained in the Contract Documents, which are incorporated by reference. In the case of conflicting terms between this Agreement and **THE PROJECT SPECIFICATIONS**, this Agreement shall govern. In the case of conflicting terms between **THE PROJECT SPECIFICATIONS** and **CONTRACTOR'S BID** the **PROJECT SPECIFICATIONS** shall govern.

IN WITNESS WHEREOF, the **CITY** and the **CONTRACTOR** have executed this agreement as of the date first above written.

CITY OF VILLA HILLS, KENTUCKY

Heather Jansen, Mayor
Pursuant to Order No. _____

Witness

CONTRACTOR

BY:

Witnessed

ITS: _____