

MORGANTOWN POCKET PARK PROJECT BID PACKET

SCOPE:

The City of Morgantown is seeking a Contractor to provide all labor, material, supervision, equipment, construction staking, and incidentals required to construct an urban park in the City of Morgantown. The pocket park project will be located on Main Street and E G L Smith Street. The park will share the same footprint as the former G.L. Smith building, now demolished.

The work will include, but is not limited to, the construction of a new park with ADA accommodations, power and minor low voltage wiring, a fountain, and landscaping. Construction drawings are available on request.

PRE-BID CONFERENCE:

There will not be a pre-bid conference held for this project.

TERM OF CONTRACT:

This contract shall be in effect for fifteen (15) weeks to allow the contractor adequate time to conduct proper due diligence and proper planning, etc. to finish the project.

FUNDING FOR THE PROJECT:

The funding for this project is supplied from the City of Morgantown General Fund. The total amount available for the project has been budgeted for. The City maintains the right to add and/or subtract project items to utilize the amount in the fund.

COMPLETION DATE:

Bidder agrees to complete this project before March 3, 2021.

GENERAL COMPLIANCE:

Please read these instructions carefully.

INDICATION OF COMPLIANCE:

Please fill in all spaces on all required forms. Blank spaces shall be considered non-compliance. Any deviation from the specification or where submitted literature does not fully support meeting the specification(s), must be clearly cited on the attached page labeled "Exceptions to Bid Specifications." No deviation below "minimum" specifications will be accepted.

At the time of bid submission, each bidder will be presumed to have visited the site, read, and to be thoroughly familiar with the specifications and requirements (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

BID SUBMISSION:

All pages of the bid shall be signed in ink on designated signature lines. Typed quotation sheets are preferred; however, if handwritten, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

All Bids and any accompanying letters, forms, samples, pictures, catalogs, or any other pertinent material that accompanies the bid becomes the property of the City of Morgantown and will not be returned to the bidder unless an agreement in writing is secured before the bid is submitted to the City of Morgantown.

The signed completed original bid package must be sealed in an envelope with the bid number and opening date clearly marked on the outside of the envelope. The bid shall be addressed and delivered to Jerrod Barks, City Administrator, City Hall, 117 North Main St. Morgantown, KY 42261 prior to bid opening scheduled for **4:00 P.M. Prevailing Local Time on Friday, November 13, 2020.**

ANY BIDS OR PROPOSALS NOT RECEIVED PRIOR TO SCHEDULED OPENING TIME WILL BE REJECTED AND RETURNED UNOPENED.

METHOD OF PROCUREMENT:

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) specified herein.

KENTUCKY OPEN RECORDS LAW:

At the time a bid or proposal is submitted to the City, Vendor shall identify any information that is submitted as part of the bid that is proprietary or confidential in nature and not subject to release for public inspection. The City of Morgantown will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

METHOD OF AWARD:

This bid will be evaluated on the evaluation criteria established in the bid specifications.

The City of Morgantown reserves the right to reject any and all bids or to waive any irregularities in said bids. The right is also reserved to award bids based on the best interest and/or most advantageous to the City of Morgantown.

Award will be made to any applicant that the mayor of the City of Morgantown chooses regardless of amount. The City of Morgantown reserves the right to consider as a part of the bid evaluation the stated warranty, stated completion schedule and payment terms.

PRICING:

All prices shall be quoted exclusive of any taxes. The City of Morgantown is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the City from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

Bidders must provide manufacturer's product literature if available and appropriate with the bid submission.

Prices quoted shall remain firm and open to acceptance by the City of Morgantown for a minimum period of ninety (90) days after bid opening.

WARRANTY:

One-year workmanship warranty (minimum) with manufactured material warranty stated.

PAYMENT:

The bid must clearly state the payment terms, including prompt payment discounts (if applicable) and payment due dates. The City of Morgantown reserves the right to select the most beneficial terms.

FAILURE TO PERFORM:

Any vendor awarded a contract who fails to fulfill all obligations on this contract may be disqualified from bidding on any City Proposal for a period of up to five (5) years.

Should the contractor fail to perform as indicated herein the City reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken the contractor shall be responsible for all excess costs incurred by the City.

DEFAULT; TERMINATION OF CONTRACT

In the event that any of the provisions of the contract are violated by the contractor, or by any of his subcontractors, the City of Morgantown may serve written notice upon the contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) Days after the serving of such notice upon the contract, such violation or delay shall cease and satisfactory arrangements of correction be made, the contract shall upon the expiration of said ten (10) day, cease and terminate. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the City may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the contractor and the subcontractor and his surety shall be liable to the City for any excess cost occasioned by the owner thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the contractor. If the contract is terminated by the City as provided herein, the contractor will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the contractor, the above paragraph relative to termination shall apply.

SAFETY:

Vendors must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Morgantown, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when the vendor demonstrates to the satisfaction of the City that conditions are without risk. Contractor is responsible for any damage to the work area and/or surrounding areas.

PERFORMANCE BONDS:

The contractor will be required to furnish a 100% Performance Bond. Bond shall be furnished within ten (10) working days after receipt of award notification. Should the contractor fail to perform as indicated herein the City reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken the contractor shall be responsible for all excess costs incurred by the City. In addition, should the contractor fail to perform as indicated herein the Performance Bond may be forfeited in part or its entirety.

PAYMENT BOND:

The contractor will be required to furnish a Payment Bond in an amount equal to 100% of the contract amount to assure payment as required by any or all persons supplying labor and material in the

execution of the work provided herein. Bond shall be furnished within ten (10) working days after receipt of award notification.

INSURANCE REQUIREMENTS:

The successful bidder covenants and agrees to maintain and keep in force during the term of the contract worker's compensation, property, casualty, and general liability in the following minimum amounts:

Type of Insurance

Worker's Compensation Commercial General Liability Commercial Automobile Liability

Statutory

\$1,000,000/\$1,000,000 CSL

\$1,000,000

On all general and automobile liability policies of insurance contractors shall have the City named as an additional insured and shall further require that their liability carrier(s) notify the City at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of the bidder's insurance certificate providing proof of insurance as stated above must be on file at City Hall prior to the bid award. Submission of insurance certificate copy may be included with the bid package.

HOLD HARMLESS AGREEMENT:

The contractor/subcontractor covenants to save, defend, keep harmless, and indemnify the City of Morgantown and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the contractor's/subcontractor's negligent performance or non-performance of the terms of the contract.

BIDDER'S QUALIFICATIONS:

Vendor must demonstrate to the satisfaction of the City of Morgantown that he or she has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any bidder who, in the opinion of the City, is not qualified to perform satisfactorily due to the following:

- A previously unfavorable performance
- Reputation or lack of experience

- Organizational stability
- Insufficient Equipment
- Insufficient Personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful bidder must comply with the City of Morgantown Occupational License Fees ordinance, and any other ordinances which may apply to any bid package.

BUSINESS LICENSE:

Vendor must obtain a business license from the City of Morgantown, if the vendor is providing services or his/her employees are delivering any of the items listed in this bid. Vendor does not have to obtain a business license if delivery will be made by a common carrier, such as FedEx, or through contracted service. The business license application and applicable fees can be found under the "Occupational/Net Profit License Fee Forms" at the following link: <https://morgantown-ky.com/wp-content/uploads/2019/10/Business-Registration-Form-Fillable.pdf>

SUBCONTRACTORS: Any subcontractors who may be employed by the prime contractor to fulfill the terms of the contract must be listed on the page entitled "Subcontractors Registry Page" within this bid package. Subcontractors must adhere to the same requirements as the prime contractors. Copies of subcontractor's insurance policies including general liability and worker's compensation must be submitted with the bid package.

EQUAL OPPORTUNITY STATUTES:

The City of Morgantown is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, sexual orientation or any other characteristic protected by law. The City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The City complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of the City that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the contractor will reimburse the City of Owensboro for any damages incurred due to any violation of the above-mentioned statutes by the contractor while under contract to the City.

"OR EQUAL" CLAUSE:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other bid documents will be made to any bidder orally.

Every request for such interpretation, clarification, or additional information should be in writing addressed to Jerrod Barks, City Administrator, at City Hall (117 North Main St, Morgantown, KY 42261) or emailed to j.barks@morgantownky.gov and to be given consideration must be received by 5:00 p.m. prevailing local time Friday, November 13th 2020. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be uploaded to the City's vendor registry website at www.morgantownky.gov for the vendor to download. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

SECURITY CLAUSE: In accordance with KRS 61.932, any party that contracts with the City of Morgantown and has access to, possesses, or maintains "personal information," as a part of that contract, shall implement, maintain, and update security and breach investigation procedures and practices that are appropriate to the nature of the information disclosed. Such procedures and practices shall be designed to protect the personal information from unauthorized access, use, modification, disclosure, manipulation, or destruction and shall be at least as stringent as the security and breach investigation procedures and practices established by the Kentucky Department for Local Government in Protection of Personal Information, Security and Incident Investigation Procedures and Practices for Local Governmental Units, Fall 2014 edition.

A Contractor that is provided access to personal information by the City of Morgantown, or that collects and maintains personal information on behalf of the City as a part of this contract shall notify the City in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of the Contractor. The notice to the City shall include all information the Contractor has about the security breach at the time of notification. The cost of the notification and investigation of a security breach required by KRS 61.933 shall be borne by the Contractor.

The term "personal information" means an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- A. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
- B. A Social Security number;
- C. A taxpayer identification number that incorporates a Social Security number;
- D. A driver's license number, state identification card number, or other individual identification number issued by any agency;
- E. A passport number or other identification number issued by the United States government; or

- F. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103 except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.

**A copy of the Protection of Personal Information Security and Incident Investigation Procedures and Practices for Local Government Units can be viewed at <http://bit.ly/2J9Cmwr>.

CONFLICTS OF INTEREST: All bidders are responsible for complying with the following KRS 45A.455: Conflicts of Interest • Gratuities and Kickbacks • Use of Confidential Information

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 therefore, in which to his or her knowledge:

He/she, or any member of their immediate family has a financial interest therein; or a business or organization in which he/she or any member of their immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or any other person, business, or organization with whom he/she or any member of their 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, recommendations, 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.

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 concoction 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 any solicitation or proposal therefore.

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 price contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against conflicts and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation, therefore.

It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person.

For further information on the conflict of interest statutes, see the "Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards" at KRS 45A.460, and "Definitions for Terms Used in KRS 45A.445 to 45A.460" at KRS 45A.445.

CONDITIONS OF WORK

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provision of his contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

In the event a work stoppage, scheduling of workload, or other foreseen activity interferes with completion of work, the City reserves the right to obtain the next lowest bidder to complete the work during the time the interference occurs.

Should the City of Morgantown be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the City, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the City may determine will compensate for time lost by such delay with such determination to be set forth in writing.

In the event of temporary suspension of work, or during inclement weather, the Contractor will, and will cause his subcontractors, if any, to protect carefully his and their work and materials against damage or injury from the weather. If in the opinion of the City, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

AMOUNT OF CONSTRUCTION WORK

The amount of the project to be constructed has been estimated in these Bid Documents. If the total bid price for the construction listed differs from the amount budgeted in the fund, then the City maintains the right to add and/or subtract project items from this list in order to utilize the amount in the fund.

LIQUIDATED DAMAGES:

The Contractor will provide a schedule to the City of Morgantown to which the work will be completed. The Bidder further agrees to pay as liquidated damages the sum of One Hundred and Fifty Dollars (\$150.00) per calendar day for every consecutive calendar day past the completion date specified above agreed date. The City shall have the right to deduct out of any monies owed by the Contractor to the City.

SCHEDULE:

The contractor shall be prepared to work at a specific site within a reasonable period after being contacted by the City of Morgantown. Once being contacted by the City, the contractor must be able to perform the work within the time established, offer an alternate timeline, or decline the construction work. If the contractor cannot perform the work within the reasonable time established, the City reserves the right to either accept the alternate time or choose the next responsive and responsible low bidder. Should other bidders be unable to perform the work, the City reserves the right to choose from any other contractors. In the event the low bidder declines to perform construction work for any given project, the City reserves the right to continue with the alternate bidders until that project is completed.

In the event a work stoppage or other unforeseen activity interferes with the construction work, the City reserves the right to have this work performed from another contractor during the time the interferences continues. Likewise, should the contractor not perform the work within the time frame as herein prescribed, the City reserves the right to obtain this work from another contractor(s). Payment for such work shall be made only to the contractor of these quantities.

INSPECTION:

All work performed will be subject to inspection by the City of Morgantown. The Contractor shall notify City Hall 72 hours prior to any placement of concrete. The Contractor shall take care not to damage any of the area outside the limits of this project. If the Contractor's operation causes damage to the street, sidewalks, street lawn, curb and gutters, ADA sidewalk ramps, any/all property or other structures outside the areas of this project, the Contractor shall replace such damaged items at no cost to the City.

DAMAGE TO ADJACENT FACILITIES OR PRIVATE PROPERTY:

The Contractor shall be required to conduct the work in a manner so as to avoid damaging existing utilities, manholes, valve boxes and/or other utility boxes, sidewalks that remain in place, curb and gutter to remain in place, mail boxes, and private property and appurtenances that may be within or adjacent to the work area. The Contractor shall coordinate his work with each utility present in the work area that has facilities scheduled to remain in place. The Contractor shall notify the City immediately if any damage occurs. It shall be the Contractor's responsibility to repair or replace any such items damaged by his work or neglectful practices, at no additional cost to the City of Morgantown.

Rights-of-way and/or easements are to be obtained by the City of Morgantown and will not be the responsibility of the contractor.

DRAINAGE:

All roadway drainage areas are to be maintained and original drainage flow must be achieved across the entirety of the project area.

VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL:

The Bidder/Contractor's attention is called to the requirement that during construction, if awarded, one lane of traffic shall always remain open if lane closures are necessary. Likewise, access to all business and residences shall always be kept open, unless otherwise approved by the City. The Contractor shall be responsible for submitting to the City a traffic control plan for each street.

Traffic control shall conform to Sect. 112 of the "Kentucky Standard Specifications for Road and Bridge Construction", current edition and the "Manual of Uniform Traffic Control Devices" (MUTCD), current addition. Before beginning work on each street and/or sidewalk, the Contractor shall submit, for approval, to the City a traffic control plan and/or detour plan. Once approved, the Contractor shall erect all traffic control devices in accordance with the approved plan and shall be responsible for the maintenance of his traffic control through the course of the project.

The Contractor shall give the City 48 hours' notice before closing any lane or section of street. In the event of lane closures, whether parking lanes or travel lanes, the Contractor shall provide the City a schedule for the duration of the closure. The schedule will be distributed to the various emergency services, transportation services, and residents/business owners of the area.

It shall be the Contractor's responsibility to contact the residents/business owners of any area where lane closures, whether parking lanes or travel lanes, are to take place. The Contractor shall give the residents/business owners a minimum of 24-hour advanced notice prior to the lane closure. Likewise, the Contractor shall give residents/business owners 24-hour advanced notice prior to removal and replacement of sidewalks.

The Contractor shall be held responsible for all damage to the work due to the failure of barricades, signs, lights, and watchmen to protect it; and whenever evidence of such damage is found prior to acceptance, the City may order the damaged portion immediately removed, and replaced by the Contractor at his own expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the project has been completed.

The provisions prescribed herein shall not in any way relieve the Contractor of any of his legal responsibilities or liabilities for the safety of the public.

All traffic control efforts shall be coordinated through the City of Morgantown. All safety devices shall conform to standards as stated in the "Manual on Uniform Traffic Control Devices", latest edition.

Costs for traffic control shall be incidental to the work items being performed.

PROTECTION OF WORK:

The Contractor shall be responsible to erect sufficient barricades, signage, etc. to protect his work from damage. Any work damaged due to improper protection measures shall be repaired and /or removed and reconstructed at no additional cost to the City of Morgantown.

COORDINATION OF WORK:

The Contractor shall note that utility companies, other City Contractors, City construction crews, and private contractors may be doing work in, or adjacent to, the work zone. The Contractor shall coordinate his work with these other contractors to ensure access to the work zone and to insure a safe working environment.

It shall be the responsibility of this Contractor to coordinate his work with others doing work in the work zone or in areas adjacent to the work zone. Every effort shall be made to schedule the work around detour routes that may be scheduled by other Contractors. The final traffic control plan will need to be approved by the City of Morgantown.

SPECIFICATIONS:

Bid Specifications are attached.