

**INSTRUCTION TO BIDDERS  
CITY OF HIGHLAND HEIGHTS PUBLIC WORKS  
CONSTRUCTION AND MATERIALS FOR STORAGE BUILDING ROOF**

**1. BIDS**

The following provisions and conditions in filling out the bid form shall govern bidders.

- 1.1 Bids shall be made on the bid form with all items completed.
- 1.2 A bid that is qualified by the bidder by the attachment of unsolicited terms or conditions under which the bid is to be considered may be subject to rejection.
- 1.3 Before submitting a bid, the bidder shall examine the Specifications and other Contract Documents, visit the site of the work and fully inform themselves by such means as they may think necessary or desirable as to all existing conditions and limitations
- 1.4 Each bid must be submitted in a sealed envelope marked "Storage Building Roof" and delivered to the City of Highland Heights, 176 Johns Hill Road, Highland Heights, KY 41076. On or before 2:00 PM, local time, June 24, 2022 set in the bid advertisement. The sealed envelope containing the bid shall be marked on the outside to show the bidder's name, address and the title of the bid.

**2. INTERPRETATION OF DOCUMENTS**

It is the intent of the specifications and other Contract Documents that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper and complete execution of the work, unless specifically noted otherwise. Should a bidder find discrepancies in or omissions from the various documents, or should he be in doubt as to their explicit meanings, said bidder may submit to the Director of Public Works ([slehman@hhky.com](mailto:slehman@hhky.com)) a written request for an interpretation thereof.

**3. QUALIFICATIONS OF BIDDERS**

- 3.1 Bids will not be accepted from, nor contract awarded to any person, firm or corporation that is not fully qualified or able to perform the work.
- 3.2 Each bidder must satisfy the Public Works Director and the City as to the suitability and adequacy of his equipment and as to his practical ability to perform the work set forth in these documents within a timely manner.
- 3.3 Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to complete the proposed work.

**4. WITHDRAWAL OF BID**

Any bidder may withdraw their bid, either personally or by written request, at any time before the scheduled closing time for receipt of the bids. No bid may be withdrawn after the scheduled closing time for bid receipt.

**5. AWARD OR REJECTION OF BIDS**

The contract will be awarded to the lowest fully qualified responsible bidder complying with these instructions to bidders and with the advertisement. The City reserves the right to reject any and all bids or to waive any informalities or technicality in bids received if it that the best interests of the City may thereby be served.

**6. CONTRACT AGREEMENT**

The successful bidder shall execute the formal contract agreement. Failure to do so will be an adequate and just of annulment or cancelation of the award.

The City of Highland Heights reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Highland Heights, Kentucky.

THE CITY OF HIGHLAND HEIGHTS IS ACCEPTING SEALED BIDS FOR THE  
CONSTRUCTION OF A 19' 8-1/2" WIDE BY 30' LONG BY 18' HIGH ROOF ATOP  
EXISTING CONCRETE WALLS

SCOPE OF WORK AND RELATED REQUIREMENTS

A. GENERAL SCOPE OF WORK:

1. The Contractor shall construct a storage building (roof and three walls, with an overhead rolling door on the east side). The building shall comply with all State, Federal and local laws and ordinances.
2. The intended use of this building is to act as a cover over equipment and supplies.
3. The Contractor shall obtain the required building permits and shall be responsible for the cost of the same. No electrical improvements are included in the scope of work.

B. SPECIFICATIONS:

The Contractor shall provide the following:

1. The size of the building shall be 19' 8-1/2" long by 30' long by 18' high.
2. No electrical work is included in the scope of work.
3. The building shall be constructed to meet appropriate sustained wind load; snow loads and shall meet current Kentucky Building Codes. Cost of all third-party testing shall be the contractor's responsibility. All test results must be submitted to the Director of Public Works.
4. Rain gutters to be a minimum of 6 inches.

C. CODES AND STANDARDS:

The storage building must comply with all State, Federal and Local laws and ordinances and the existing site plan.

D. PROTECTION OF PROPERTY/PROPERTY CONDITIONS:

1. If the property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Highland Heights.
2. Bidder shall notify the City's representative of the work site having pre-existing damage before beginning work.
3. Bidder shall be responsible for securing work area.

#### E. SAFETY:

The Contractor shall be responsible for the safe conduct of his/her personnel during the work detailed herein. The Contractor shall meet or exceed the standards set by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and local agencies. Should an unsafe condition be identified during the work, the Contractor will immediately suspend such activity until a safe method can be employed.

#### F. EMPLOYEES:

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times.
2. All personnel of the Contractor shall be considered to be the sole employees of the Contractor, under the Contractor's sole direction, and not an employee of agent of the City Highland Heights. Highland Heights may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of Highland Heights. Highland Heights shall not have any duty to implement or enforce such requirements.
3. Contractor shall be solely responsible for receiving all materials and equipment at the site.
4. Contractor shall be responsible for the storage of all materials and/or equipment.

#### G. DISPOSAL OF WASTE:

The Contractor shall be responsible for the daily disposal of all waste materials, debris and any and all excess materials, containers, etc. Disposal of waste materials shall be in accordance with all environmental guidelines and regulations.

#### H. HOURS OF WORK:

1. The Contractor will perform construction Monday through Friday from 7:00 AM to 5:00 PM
2. Extended working hours may be available upon request and approval by Highland Heights. Contractor must obtain approval for extended hours prior to the start of work outside the specified normal work hours.

#### I. WARRANTY

The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to Highland Heights by any clause of this solicitation. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final

acceptance of the entire project by the City of Highland Heights. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Highland Heights' satisfaction.

**J. DELIVERY:**

All materials must be delivered FOB to 176 Johns Hill Road, Highland Heights, KY 41076. Contractor shall be represented on-site at time of delivery for material/equipment acceptance.

## City of Highland Heights

### General Terms and Conditions – Invitations for Bids

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all aspects by the laws of the Commonwealth of Kentucky and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**MANDATORY USE OF CITY TERMS AND CONDITIONS FOR IFBs:** Modifications of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as unresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of the bid which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**BILL PAYMENT POLICY:** The Clerk/Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within 30 days of receipt of the bill.

No goods or services shall be deemed received until goods are completely delivered and found acceptable by the Public Works Director. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

The City of Highland Heights, as a unit of government, is tax exempt and shall not be invoiced for tax.

When a bill submitted to Highland Heights is incorrect or when there is a defect or impropriety in a bill submitted, the Public Works Director shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, Highland Heights shall make full payment on or before the thirtieth calendar day after receipt of the corrected bill.

**QUALIFICATIONS OF BIDDERS:** The City may make reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to reject any bid if the investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

**ASSIGNMENT OF CONTRACT:** The contract shall not be assignable by the contractor in whole or in part without the written consent of Highland Heights.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The City may order changes within the general scope of the contract at any time by written notice to the contractor. The contractor shall comply with the written notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administration costs. This remedy shall be in addition to any other remedies which the City may have.

**TAXES:** Sales to Highland Heights are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.

**INSURANCE:** All bidders certify and warrant that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The City requires minimum insurance amounts as recommended by the Kentucky League of Cities. The bidder certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:** Contractor shall, at its expense, keep in full force and effect during the term of this contract insurance coverages in the following amounts:

General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Worker's Compensation	\$1,000,000

