



UNIVERSITY OF KENTUCKY Purchasing Division

INVITATION FOR BID

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

INVITATION NO.:	UK-2115-21	<u>RETURN ONE ORIGINAL COPY AND ONE CD OF BID</u> TO: UNIVERSITY OF KENTUCKY PURCHASING DIVISION BID DESK, BID #UK-2115-21, BID DATE <u>10/16/2020</u> 322 PETERSON SERVICE BLDG. 411 South Limestone LEXINGTON, KY 40506-0005
Issue Date:	09/28/2020	
Title:	Asphalt and Related Products	
Contracting Officer:	Matt Spalding	
Phone:	859-323-5405	

IMPORTANT: BIDS MUST BE RECEIVED BY 10/16/2020 @ 3:00 P.M. LEXINGTON, KY TIME

The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Invitation for Bid. When the Invitation for Bid includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by Kentucky Revised Statutes (KRS) 523.040:

- That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
- That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- That the bidder is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
- That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
- That I have fully informed myself regarding the accuracy of the statement made above.

COLLUSION PROHIBITED

Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor, by signing and submitting a bid on this invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

ALL BIDS ARE TO BE " F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED"

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	NAME OF COMPANY:	PHONE:
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED	CITY, STATE & ZIP CODE:	WEB ADDRESS:
DUNS #	SIGNATURE:	DATE:

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1 Preparation of Bids

- 1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky's General Terms and Conditions.
- 1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder's risk.
- 1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.
- 1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).
- 1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.
- 1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an "addendum" to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder's response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.
- 1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Purchasing Division. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder's disqualification.
- 1.8 Unless otherwise stipulated in a bidder's response, the bidder's offer is in strict accordance with the University's specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder's risk and the University may determine the bid to be non-responsive.

2 Submission of Bids

- 2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.
- 2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Purchasing Division.

- 2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.
- 2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.
- 2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 Specification Requirements

- 3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.
- 3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.
- 3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.
- 3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.
- 3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.
- 3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.
- 3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

- 4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.
- 4.2 The term “Responsible Bidder” means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the University that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

- 4.3 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the University reserves the right to make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.
- 4.4 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- 4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.
- 4.6 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5 Payment and Taxes

- 5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order.

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

- a. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
 - b. Payments by check. Payment terms for check payments are Net-30.
 - c. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller’s office. Payment terms for ACH are Net-40.
- 5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.
- 5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.
- 5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

6. **Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

UNIVERSITY OF KENTUCKY
INVITATION FOR BID (IFB)
SPECIAL CONDITIONS

SCOPE

This Invitation for Bids is to establish a Price Contract for Asphalt and Related materials for the University of Kentucky, Lexington, Kentucky.

CONTRACT PERIOD

The Price Contract(s) established from this Invitation for Bids will be in effect for one year from date of award with the option to renew for four (4) additional years in one year increments upon mutual consent of the University and the successful contractor.

TERMS AND CONDITIONS

The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm apply to this Invitation to Bid. When the Invitation for Bid includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

PRICE CHANGES

Prices will remain firm for the initial period (see contract period) of the price contract. The University or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in the Purchasing Division in writing 30 days prior to the end of the current contract period. Upon approval by the Purchasing Division, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

EXTENDED PRICING

Is the bidder willing to extend pricing to other state universities and University affiliate organizations within the Commonwealth of Kentucky?

YES

NO

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidders presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's proposal.

INVITATION SUBMISSION AND DEADLINE

The University of Kentucky accepts deliveries of IFB's Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, IFB's must be received by 3:00 pm Lexington Kentucky time on the date specified on the IFB in order to be considered.

Important: In accordance with COVID-19 response, this solicitation will be opened publicly via Zoom only. Visit the Purchasing Division Bid and Opportunities website (<http://www.uky.edu/Purchasing/bidlist.htm>) to access the Zoom link. The Zoom link will be provided with the respective bid prior to the bid opening date and time.

NOTE: Bidders are requested to include a CD with their bid response in addition to the printed hard copy of the bid.

PAYMENT AND PERFORMANCE BOND

A \$100,000.00 Performance and Payment Bond shall be furnished by the successful bidder for:

1. The faithful performance of this contract
2. The payment of all persons performing labor on this contract, including the payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law, and
3. For furnishing materials in connection with this contract.

BASIS FOR PRICE ADJUSTMENT

The unit prices on this contract shall be firm for the first year of the contract.

Prices may be adjusted if the University and the contractor agree the increase is justified. If a increase is justified, then 50% of the increase will be tied directly to the Producer Price Index, Table 6, Construction & Equipment, Concrete Equipment Code # 1127-0155, and 50% will be the difference in general labor rates as adjusted by the labor cabinet for Fayette County (Current labor listing is CR-1-008).

KENTUCKY SALES AND/OR USE TAX

All bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowance for current sales and or use tax shall be provided for in the Bid amount as no adjustment will be permitted and/or made after the fact.

COORDINATION OF WORK

The Contractor may be required to prepare a schedule and coordinate with the Owner's Representative, where the work will start, and the duration of the work in each area. The Contractor will give the Owner's Representative, seven (7) day's notice of the date that work will be started.

OWNER/CONTRACTOR COMMUNICATION

All directions to the Contractor shall be from the Physical Plant representative while work is being performed under this contract.

THE OWNER

Wherever in these Contract Documents reference is made to the OWNER, it shall be understood to mean THE UNIVERSITY OF KENTUCKY. The University's Representative during construction shall be the designated University of Kentucky, Physical Plant Division Representative.

MAINTENANCE OF EXISTING FACILITIES

Campus buildings will remain in use and the Owner shall have access to the existing buildings throughout the duration of projects. The Contractor shall:

- A. Coordinate construction activity to assure the safety of those who must cross the project site and shall cooperate with the University in minimizing inconvenience to, or interference with normal use of existing building and grounds by staff, students, other Contractors, or the public.
- B. Provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility.
- C. Insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Physical Plant representative.
- D. Conduct operations to prevent damage to adjacent building structures and other facilities, as well and in such a manner to protect the safety of building occupants.

- E. Make a special effort to prevent employees from entering existing building for reasons except construction business.

SANITARY FACILITIES

- A. The contractor will be required to provide portable toilets at his cost for his staff and workers.
- B. Drinking water for his staff and workers shall be provided by the Contractor.

WALK THROUGH

After the "Work Order" is issued but before work on any project is started by the Contractor, a walk-through of the area is required to document condition of the space, surfaces, or equipment.

- A. All damaged surfaces or other defective items to be recorded to preclude subsequent disputes of responsibility for such damages.
- B. The walk-through to be attended by the following:
1. Owner's Representative
 2. Contractor

CONSTRUCTION SCHEDULE

The Physical Plant Representative shall be responsible for coordinating allowable work times for the Contractor. **The contractor shall submit to the Physical Plant Representative a project schedule with completion times.**

- A. In general, work at the job site can be the time between daylight and dark.
- B. With Owner permission, work may be done after dark with the use of artificial lighting. It must be noted that such work may be stopped due to the disturbing of and complaints from the University's neighbors, students, or staff.
- C. Saturday and/or Sunday work is acceptable.

CUTTING AND PATCHING

Cutting and patching shall be done by craftsmen skilled and experienced in the trade or craft that installed or furnished the original work. Repairs shall be equal in quality and appearance to similar adjacent work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactorily repaired shall be removed and replaced. Any existing item that is to remain and is damaged during construction shall be replaced at the Contractor's expense.

TEMPORARY WORK

All required temporary work shall provide for safe and proper performance of the work. The contractor shall be responsible for adequate design and construction of all temporary work used in construction of Contract Work.

CLEANING AND TRASH REMOVAL

- A. The Contractor shall provide adequate trash containers of proper size. Each subcontractor shall collect and deposit his debris in the containers. The Contractor shall remove all trash from the project daily or as appropriate.
- B. The Contractor shall keep the areas of construction clean.
- C. The Contractor shall be responsible for removal from the site of all their liquid waste or other waste that required special handling.
- D. Failure to comply with the above requirements shall be cause for stopping work until the condition(s) is corrected.

- E. Upon completion of the work, thoroughly clean the construction area repair any damage created during the construction.

SITE PROTECTION AND MATERIALS STORAGE

- A. The contractor will be responsible for storage and of his own materials and equipment, and the removal of same upon completion of work. Area to be designated by Physical Plant representative prior to start of work.
- B. The Contractors and Subcontractors are responsible for the security of their materials, tools and equipment on the project site. The University is not responsible for theft or vandalism to any such materials, tools, or equipment.
- A. When the contractor is to have active work sites open over night, he shall enclose the designated work site using a (3) feet height plastic fence. Fence post shall be spaced between 6 and 8 feet. The fabric shall be securely tied to all fence posts. The layout of the fence shall have the prior approval of the Physical Plant representative.

CONSTRUCTION FENCE

NOTE: No fence posts will be allowed to penetrate blacktop surfaces. Manufactured stands and/or buckets containing concrete or other heavy material shall support such posts.

- A. All fencing to comply with Section 3304.0 of the Kentucky Building Code except where the following requirements are more stringent:
1. All job site fencing perimeters within 5 feet of a walkway, street, lot line, or public way shall be 8 feet in height.
 2. All job site perimeter fencing more than 5 feet from a walkway, street, lot line, or public way shall be a minimum of 6 feet in height.
 3. It shall be the Contractor's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material.
 4. The Contractor shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Contractor shall reset the fence and posts and assure that they are in place at the close of the working day.

With Owner approval, plastic construction fence may be used in areas not close to pedestrian traffic. However, the plastic fence must be kept in a well-maintained condition including tying to posts at the top and the middle and having a wire threaded through the top of the fabric to keep the fence from drooping in the spans.

DELIVERIES

The route for delivery of materials shall be coordinated with the Physical Plant representative.

FIRE PROTECTION DURING CONSTRUCTION

All contractors will maintain fire protection as required by the Kentucky Building Code. If the Contractor utilizes University owned portable fire extinguishers during the contract period, then the Contractor is responsible for servicing the extinguishers utilized. Contractors are responsible for training their employees in using fire-fighting equipment. On renovation projects where a building, wing, or floor are turned over to the contractor, then the Contractor will be responsible for maintaining all existing Fire Protection Equipment and must replace any fire protection equipment damaged, lost, or misplaced during the contract period.

FIRE TRUCK ACCESS

During construction, access to the surrounding building must be maintained for local fire truck access.

EMPLOYEE CONDUCT

It shall be the Contractor's responsibility to control the conduct of all employees while on the University's campus. It must be understood that any worker using or under the influence of alcohol and/or controlled substances other than prescription medications shall not be allowed on the campus of the University of Kentucky and will be permanently dismissed from working on campus if found to be so. Further, offensive language, sexual or other types of harassment of University students, faculty, staff or visitors could result in immediate and permanent dismissal of the offending person(s) from the campus.

AUTHORIZATION OF WORK

For each individual project to be completed under these specifications, a separate order will be issued. The process for project authorization will be as follows:

NOTE: No work shall be started and/or completed without an authorized purchase order having been issued. Should the Contractor start and/or complete a project an authorized purchase order the contractor is taking the risk of not being paid for such work.

- A. The owner will identify a project and the bounds of that project to the Contractor with drawing, specifications, and a site visit (or a site visit on smaller projects).
- B. For each identified project and using the unit prices of the Contract, the Contractor shall present a written quote, including a project item number, to the Owner. This includes time of completion schedules
- C. Should there be operation not included in the Contract, the Contractor should identify these and include quotes on such items. This includes time of completion schedules
- D. **Projects under this contract will generally be those limited in scope to under \$200,000.00.**
- E. The University of Kentucky reserves the reject any pricing proposal for work required and request sealed bids if necessary.

CODES AND STANDARDS

The design, construction and performance of equipment materials provided under this contract will meet and exceed the requirements of the latest issue of applicable codes and standards of the following authorities

Kentucky Building Code
Occupational Safety and Health Administration
National Fire Protection Association
Underwriters Laboratories
State and Local Fire Marshals
City and County Building Codes

All work done on this Contract will include all work required by the applicable codes and standards

CANCELLATION CLAUSE

The contract may be canceled by either party by giving the other (30) thirty days written notice prior to the effective cancellation date.

INVOICING AND PAYMENT PROCEDURES

Vendor is to submit proper invoices to the address shown on each purchase order. The following items are to be included on each invoice:

- a. Purchase Order Number
- b. Ship-to-Address
- c. Purchase Order item number
- d. Vendor Catalog number
- e. Item Cost

Payment will be made as each shipment is completed and invoiced. The vendor will be required to include the contract number and/or purchase order number on the invoice that was assigned when the request for shipment was made.

If invoice pricing is not in accordance with the University of Kentucky's established Price Contract on file in the Purchasing Division, the invoice will be short paid.

WORK BY OTHERS

The University will move any plants or trees necessary for the execution of this contract. No major root system of a tree shall be cut or damaged in any way during construction without the written consent of the Director's Office of the Physical Plant Division through the PPD project manager.

Unless otherwise specified, removal or replacement of sod shall be by the Grounds Division.

If the sod is of such nature that it is not to be saved or reused, the Contractor shall excavate and remove the sod from the premises.

All adjustments of manhole covers, valve boxes, monuments, markers, and any other similar structure shall be made by this contractor.

CLEAN-UP

The Contractor shall remove all materials, excess earth, rock or rubbish resulting from his work and leave the site clean. Excess material shall be removed from site the day it is excavated unless the situation does not allow for this. Then the cleanup shall be made as soon as possible.

CONTRACTOR QUALIFICATIONS

Work shall be performed by mechanics skilled in their respective trades and shall present appearance typical of best trade practice. Work not done and concrete not installed in this manner shall be repaired, removed/replaced, or otherwise remedied as directed by the Physical Plant representative. See bidder qualifications under separate section.

FINAL INSPECTION

After all work is completed, a final inspection shall be made by the Director of the Physical Plant Division, or his representative. Any work not up to standard shall be torn out and replaced before final payment is made.

CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate of payment nor any provisions in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of the certificate of substantial completion approved by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

INSURANCE REQUIREMENTS

The contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance except Workers Compensation shall name to the University of Kentucky as additional insured as its interest appears.

The Contractor shall not commence, nor allow any subcontractor to commence work under this contract, until the Owner has reviewed the certificates and approved coverage's and limits as satisfying the requirements of the bidding process.

Employers' Liability Insurance. The General Contractor shall acquire and maintain Employers' Liability insurance with at least **\$500,000/\$500,000/\$500,000** limits of liability for all employees who will be working at the Project site.

Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of **\$100,000,000** will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of **\$20,000,000** will be required.

The limits of liability shall not be less than **\$2,000,000** each occurrence combined single limits for bodily injury and property damage.

Comprehensive Automobile Liability Insurance. Policy limits shall not be less than **\$2,000,000** for combined single limits for bodily injury and property damage for each occurrence

Excess or Umbrella Liability Insurance. This policy shall have a minimum of **\$1,000,000** combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

Workers' Compensation - Statutory Requirements (Kentucky)

DRAWINGS, SPECIFICATIONS AND FIELD CONDITIONS

- A. Contractor will secure all data at the sites of the project such as convenience of receiving and sorting material, location of public services, and other information which will have a bearing on making their proposals or on the execution of the work and no allowance will be made for failure of the Contractor to obtain such site information prior to quoting.
- B. The Contractor shall be responsible for verification of all measurements before ordering and materials or doing any work. No extra charge or compensation shall be allowed due to differences between actual dimension and dimensions indicated on the drawings. Any such discrepancy in dimension that may be found shall be submitted to Owner's representative for consideration before proceeding with the work in the affected area.

EQUIPMENT

The contractor shall provide any equipment needed to complete this work required.

UTILITIES

The Contractor shall provide all water and electricity. With written permission from the University on a case-by-case basis the Contractor may provide the means and methods necessary of connecting to the University's utilities for this project.

TEST AND INSPECTIONS

Unless otherwise noted herein the cost of testing shall be paid for by the contractor with the testing laboratory approved by the Owner. Refer to the Technical Specifications for particular testing requirements, and/or work performed or coordination required by the Contractor in connection therewith.

FIELD OFFICE

A field office shall not be required for this contract; however, the Contractor may establish such office if he so desires.

GUARANTEE AND WARRANTY & PERIOD OF LIABILITY

Neither the final certificate of payment nor any provisions in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee that labor, equipment and materials will be free of defects for period of one (1) year from the date of substantial completion unless special conditions and/or additional warranty periods are required in the Contract Documents. The Owner will give notice of observed defects with reasonable promptness. Expendable items and wear from ordinary use are excluded from this guarantees. Prior to final payment of the Work, the Contractor shall assemble and present to Physical Plant all guarantees and warranties required by the Contract documents.

NOTICE AND SERVICE THEREOF

Any notice to any contractor from the Owner, relative to any part of this contract, shall be in writing and considered delivered and the service thereof completed when said notice is posted by registered mail to the said contractor at the last known address, or it may be delivered in person to the said contractor or his authorized representative on the work site.

PROJECT COMPLETION

Prior to requesting final for any given project, the contractor shall complete the following list:

- A. Completed all work required by the specifications and drawings.
- B. Complete final clean up requirements, including touch up of any marred surfaces.

CONTRACTOR VEHICLES AND PARKING AT THE WORK SITE

The University of Kentucky will control the number of private vehicles driven onto the University and particular onto the work site. **The Contractor is hereby put on notice that, unless the vehicle on site is required, the Contractor must remove it or the University, at the Contractor's expense, will tow it.**

1. Under normal circumstances, two Contractor vehicles will be allowed on site.
2. Without permission, no parking will be allowed outside the staging areas. Staging areas will be agreed to prior to the beginning of work at any site.
3. Excessive turf damages due to unauthorized traffic to and from the work site and outside staging areas shall be returned to normal conditions after all work is completed at that site. Normal shall mean the condition of the turf prior to the start of the project.
4. To the degree that it is possible, parking and repeated driving within the drip line of trees is to be avoided. Staging areas should be laid out with this consideration in mind.
5. Self-propelled equipment (backhoes, Track-hoes, etc.), which is required for the completion of the project, IS NOT included in the two-vehicle limit.
6. The two-vehicle limit will include private vehicles, which the Contractor may require and designate as necessary to the work.
7. To exceed the limit of two vehicles, the Contractor must have the Owner's permission or the offender(s) will be asked to remove his/(their) vehicle(s) or be towed.

The Contractor may park in campus lots during the school "in session" months but must purchase parking permits to do so. Permits may be purchased at a cost of \$32.00 per month for "E" lots, and \$232.00 for the "K" lot at the Stadium. The Contractor

must be mindful that parking spaces may or may not be available in the vicinity of work sites depending on the parking demand on the date of need

TERMINATION FOR CONVENIENCE

The University of Kentucky, Division of Purchasing, reserves the right to terminate this agreement without cause with a 30 day written notice. Upon receipt by the contractor of "Notice of Termination", the contractor shall discontinue all services with respect to the applicable agreement. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to "Notice of Termination", and a fixed fee contract will be pro-rated (as appropriate).

ITEM ADDITIONS TO CONTRACT

The University of Kentucky reserves the right to add related items to the contract established from this Invitation for Bids.

The University reserves the right to incorporate any awarded items into existing price contracts upon mutual consent of the successful bidder.

TECHNICAL SPECIFICATIONS

**SECTION 02612
BITUMINOUS PAVEMENT****PART 1 GENERAL****1.01 General**

1. The intent of these specifications is to provide standards for the design, construction, and materials of asphalt driveways, parking lots, streets, and other work items listed in the specifications intended for placement on the UK Lexington Campus.
2. Where required, all digging, forming, removal and disposal of debris, finishing, and protection of the concrete is included as part of the Contractor's responsibility.
3. After paving is complete, the contractor shall return the disturbed adjacent soil to its original grade. The contractor is not responsible for topsoil, seed, or sod unless:
 - a. Specifically requested or required by the project drawings and specifications or,
 - b. There are damages outside the construction area, and/or
 - c. There is contractor negligence.
4. Tree and shrub damage is to be held to a minimum. All potential situations where such damage may occur shall be discussed with the Owner prior to beginning the project; otherwise, the Contractor will be held liable for replacement of damaged plantings.
5. Prior to the start of any project, the Contractor shall meet with the Owner's representative and the Superintendent of Grounds to establish staging and parking/equipment areas. Fencing requirements will be established at this meeting.

2. Temporary Erosion and Sediment Control

1. The Contractor shall adhere to the requirements of the approved KPDES permit, the Notice of Intent, and the requirements of the LFUCG "Storm water Manual," specifically Chapter 10, "Storm water Best Management Practice for Water Quantity and Water Quality Control" and Chapter 11, "Erosion and Sediment Control." The use of best management practices, such as temporary seeding, mulching, permanent seeding, sod, stabilization, construction entrances, dust control, temporary ditches, rock checks, stilling basins and other measures shall comply with the most stringent requirements of the regulatory agencies having jurisdiction at this site.
2. Exercise best management practices (BMP) throughout the duration of the project in order to control water pollution and silt from surface runoffs. Such practices may include but are not limited to: (1) Retainage/Management of site runoff by the use of berm(s), slope drains, ditch checks, straw bales, or silt fences; and (2) Retainage of silt and debris. Pollutants such as chemicals, fuels, lubricants, bitumen or other harmful materials shall not be discharged from the site. In the event of conflict between these requirements and pollution control laws, rules or regulations of other state or federal agencies, the more restrictive shall apply. It will be the responsibility of the contractor to bring these conflicts to the attention of the Owner.
3. Fully investigate and comply with all requirements of the Kentucky Division of Water, KPDES Branch, and Lexington-Fayette Urban County Government Division of Environmental and Emergency Management and Division of Engineering.
4. Notwithstanding any information provided in this document, the Contractor/Design Professional of Record shall perform work in accordance with all applicable federal, state, and local regulations and accepted safety practices.

1.02 SECTION INCLUDES

- A. This section includes furnishing labor, materials, equipment and related work for gravel and bituminous pavement work as shown on the Drawings and specified herein.

1.03 QUALITY ASSURANCE

- A. Contractors shall comply with current specifications and standards of the Kentucky Department of Transportation's "Standard Specifications for Road and Bridge Construction", latest edition, herein referred to as "Kentucky Specifications" unless more stringent requirements are set forth herein.
- B. Without Owner's permission, no bituminous surface shall be constructed between November 15 and April 1; nor when the temperature is below either 50 degrees F or when the temperature in the preceding 24 hours has been below 40 degrees F.
- C. Testing and Inspection Service: Employ, at Contractor's expense, a testing laboratory as approved by the Owner to perform testing and inspection service for quality control testing during installation of DGA and bituminous materials.
 - 1. Allow testing service to inspect and approve sub-grades and DGA installation before further construction work if performed.
 - 2. Make at least one field density test of subgrade for every 2,000-sq. ft. of paved area but in no case less than 3 tests. In each compacted DGA layer, make one field density test for every 2,000-sq. ft. of paved area but in no case less than 3 tests.
 - 3. Submit one copy of each test report to the Owner.
 - 4. For unit price additions, submit delivery tickets showing tonnage of bituminous and DGA materials delivered to the site to the Owner at the end of the project.

1.04 SUBMITTALS

- A. The Contractor shall submit the following to the Owner for approval prior to furnishing any materials or doing any work.
 - 1. Certification that all aggregates come from a quarry and a specific location in the quarry approved by the Kentucky Highway Department.

1.05 JOB CONDITIONS

- A. Refer to General & Special Conditions, for items related to Use of Premises and special requirements relative to maintenance of vehicular and pedestrian traffic and related information.
 - 1. The University shall install stop signs as required prior to opening any paved area up to public traffic.
- B. The paving Contractor shall carefully examine the subgrade compaction and elevations to verify they are suitable and conform to the Contract Documents relative to compaction and elevation and slope prior to installing aggregate base. The paving contractor shall advise the Owner of any deficiencies in a timely manner prior to installation of pavement materials.
- C. The Contractor shall construct new bituminous pavement per details as shown on the Drawings.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Bituminous concrete base shall be Class I Binder as specified in Section 403, Bituminous Concrete Base, of the Kentucky Specifications.
- B. Bituminous concrete surface shall be Class I as specified in specified in 402, Bituminous Concrete Surface and Binder, of the Kentucky Specifications.
- C. Dense grade aggregate base shall be as specified in Section 303, Dense Graded Aggregate Base of the Kentucky Specifications.

PART 3 - EXECUTION**3.01 SUBGRADE**

- A. Do any necessary grading in addition to that performed in accordance with Section 02200, Earthwork, to bring sub-grades, after final compaction, to the required grades and sections for the work to be done.
- B. Loosen exceptionally hard spots and re-compact. Remove spongy and otherwise unsuitable materials and replace with stable material. Fill and tamp trenches of utility pipe installations.
- C. Compact subgrade areas with appropriate compacting equipment or by other approved means to such degree as will insure against settlement of the superimposed work.
- D. Maintain all sub-grades in satisfactory condition, protected against traffic and properly drained, until the paving work is placed. Immediately in advance of paving, check subgrade levels with templates riding the forms, correct irregularities, and compact thoroughly any added fill material.
- E. Check for correct elevation and position all manhole covers, valve boxes and similar structures located within areas to be surfaced and make, or have made, any necessary adjustments in such structures.

3.02 AGGREGATE BASE

- A. Aggregate courses shall be constructed in accordance with the Kentucky Specifications, Section 303, as shown in the Drawings or as outlined in these Specifications.
- B. All base layers shall be compacted in maximum 5-inch lifts.
- C. The final course, a four (4) inch layer maximum, shall be constructed to grade, adequately watered, and compacted to receive the pavement. Fills constructed of dense grade aggregate shall be compacted for test to provide a density equal to or greater than 84% of solid volume (based on oven dry, bulk specific gravity).
- D. Traffic over base course installations should be limited to required construction equipment.

3.03 BITUMINOUS CONCRETE BASE

- A. Bituminous concrete base shall be Class I and constructed in accord with the Kentucky Specifications, Section 403 to the compacted thickness shown on the Drawings and shall be a minimum of 3 (three) inches compacted.

3.04 BITUMINOUS CONCRETE SURFACE

- A. Bituminous concrete surface shall be Class I and constructed in accord with the Kentucky Specifications, Section 402 to the thickness shown on the Drawings and shall be a minimum of 1 ½ (one & one half) inch compacted.
- B. The Contractor shall exercise care to meet and match the grades of existing pavements where new abuts existing pavements. Milling is required for abutting adjacent existing blacktop.
- C. The bituminous concrete surfacing shall be constructed as shown on the Drawings or as outlined herein.

3.05 MILLING and SAWCUTTING

- A. Mill approximately 3'-0" wide keyways along existing concrete curbs/gutters and manhole rims. At junction with existing asphalt to remain always saw-cut the pavement, then mill x depth of bituminous concrete surface by approximately 3'-0" wide for level tie-in

3.06 CRACK CONTROL

- A. Install pre-manufactured strips of Petrotac peel-and-stick paving fabric or equal along cracks and joints to prevent reflective cracking.
- B. Apply fabric manufacture's primer if required per recommendation's due to temperature or surface conditions of the existing asphalt. Apply fabric manufacturer's crack filler if crack width exceeds 3/8".

3.07 PREPARATION OF EXISTING ASPHALT TO BE REPAVED

- A. Prior to adding the new bituminous concrete surface over existing asphalt the contractor shall clean the surface of all dust, dirt and debris and apply tack oil.

3.08 PATCHING

- A. The Contractor shall patch utility trenches that have been cut in existing bituminous pavement on University or public property to match existing section of pavement. After the trench has been backfilled and compacted, it shall be patched as previously noted or with a minimum of 8" of Compacted DGA, 3 inches of binder and a 1 ½ inches surface course. All utility cuts in blacktop surfaces shall be milled a minimum of three feet wide by 1-inch depth on each side of the trench prior to application of the surface blacktop course.

Note: No earth shall be used in backfilling material for trenches.

3.09 STRIPING

- A. Striping to be provided by the Contractor, or by UK, at UK's choosing.

END OF SECTION 02612

NOTE: UNLESS OTHERWISE NOTED THE BID SHALL BE RETURNED IN A SEALED ENVELOPE SHOWING THE BID DUE DATE AND TIME, THE SOLICITATION NUMBER, AND THE NAME AND ADDRESS OF THE BIDDER ON THE FACE OF THE ENVELOPE.

BID PROPOSAL FORM

UNIT PRICE CONTRACT						
ASPHALT & LISTED MISCELLANEOUS ITEMS						
ITEM No.	DESCRIPTION			UNIT	UNIT BID	
1	Asphalt surface application only					
		Asphalt pavement repairs; includes excavation, removal and disposal of debris, tack oil and 2" surface (finish grade) asphalt application only. All patches must be "squared-off." by saw cutting. Does not include Petrotac or milling.				
1	a	0 to 1000 SF		SF		
1	b	1001 to 5000 SF		SF		
1	c	5001 to 10000 SF		SF		
1	d	10001 to 20000 SF		SF		
		Asphalt pavement repairs; includes excavation, removal and disposal of debris, tack oil and 1-1/2" surface (finish grade) asphalt application only. All patches must be "squared-off." by saw cutting. Does not include Petrotac or milling.				
1	e	0 to 1000 SF		SF		
1	f	1001 to 5000 SF		SF		
1	g	5001 to 10000 SF		SF		
1	h	10001 to 20000 SF		SF		
2	Milling (surface preparation)					
		1-1/2" depth milling/grinding of perimeter of asphalt surfaces in preparation for keying edges of asphalt overlays when repairing existing asphalt roadways, driveways or walkway. Assume 36" width.				
2	a	0 to 100 LF		LF		
2	b	100-500 LF		LF		
2	c	500 to 1000 LF		LF		
2	d	Over 1000 LF		LF		
		1-1/2" depth milling/grinding of entire asphalt surfaces in preparation for surface (finish grade) asphalt application.				
2	e	0 to 1000 SF		SF		
2	f	1001 to 2000 SF		SF		
2	g	2001 to 3000 SF		SF		
2	h	30001 to 4000 SF		SF		
2	i	4001 to 5000 SF		SF		
2	j	Over 5000SF		SF		
3	Petrotac crack-control roadway fabric					
		Application of 18" wide Petrotac crack-control fabric over existing cracks in asphalt pavement etc. and/or locations where old asphalt is married to new asphalt prior to asphalt application to prevent reflective cracking. In accordance with manufacturer's recommended instructions.				
3	a	0 to 100 LF		LF		
3	b	Over 100 LF		LF		
		Application of 36" wide Petrotac crack-control fabric over existing 'alligatoring' and pothole areas in asphalt pavement etc. to prevent reflective cracking. In accordance with manufacturer's recommended instructions. Assume 4" overlap over adjacent fabric row.				

3	c	0 to 100 SF		SF		
3	d	Over 100 SF		SF		
3	e	Add per LF for crack filler if crack width is over 3/8" wide.		LF		
3	f	Add per SF if primer required for pavement temperature below 70 degrees, or as required per fabric manufacturer's instructions.		SF		
4 Pavement Repairs, Emergency						
		Furnish and install hot-mix base and/or surface asphalt (or KTC KP4 cold patch material if the plant is closed) in small quantities as directed. Work includes traffic control as necessary, removal and disposal of loose material, placement and compaction of patch material. Maximum twelve hour response time required. UK may combine repairs into groups, there is no guarantee of a daily minimum.				
4	a	Repair or group of repairs requiring < 2 tons in one day		TN		
4	b	Repair or group of repairs requiring 2 tons or more in one day		TN		
5 Pavement System Repairs						
		Major asphalt pavement repairs includes excavation, removal and disposal of debris, and base reconstruction including DGA base. Assume 8" DGA + 3" asphalt base + 1-1/2" asphalt surface. Comply with KTC 403. All patches must be "squared-off." by saw cutting. Does not include Petrotac or milling.				
5	a	0 to 500 SF		SF		
5	b	501 to 1000 SF		SF		
5	c	1001 to 2000 SF		SF		
5	d	2001 to 3000 SF		SF		
5	e	3001 to 4000 SF		SF		
5	f	4001 to 5000 SF		SF		
5	g	Over 5000 SF		SF		
6.		Minor asphalt pavement repairs, includes excavation, removal and disposal of debris, and surface (finish grade) asphalt application only. All patches must be "squared-off" by saw cutting. Does not include Petrotac or milling.-				
	a	1-inch depth for surface application		SF		
	b	2-inch depth for surface application		SF		
7.		Milling surface preparation: Milling/grinding of asphalt in preparation for keying edges of asphalt overlays when repairing existing asphalt roadways, driveways or walkways.				
	a	1-inch depth of surface application		SF		
	b.	2 inch depth for surface application		SF		
8.		DGA spread and compacted		TN		
9.		Asphalt Base per Kentucky Highway Standards spread and compacted.		TN		
10.		Asphalt Surface per Kentucky Highway Standards spread and compacted.		TN		