



Frankfort Plant Board

BID INVITATION #1780

ISSUED ON

March 27, 2023

BY

**THE ELECTRIC & WATER PLANT BOARD OF THE CITY OF
FRANKFORT, KENTUCKY**

FOR

Satellite Dish Farm Fencing

TO BE OPENED ON

April 10, 2023 at 2:00PM

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III. ADVERTISEMENT FOR BID

**The Frankfort Plant Board
305 Hickory Drive
Frankfort, Ky 40601**

Separate sealed Bids for Satellite Dish Farm Fencing will be received by the Frankfort Plant Board until 2 p.m. local time, April 10, 2023; and then opened and publicly read aloud.

Specifications may be examined at the following location:

Frankfort Plant Board
Service Center
305 Hickory Drive
Frankfort, Ky 40601

No bidder may withdraw his bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.

The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.

**For Bid Correspondence, contact:
Jennifer Hellard
(502) 352-4422
jhellard@fewpb.com**

**For Technical Correspondence, contact:
Wayne McDonald
(502) 352-4449
wmcdonald@fewpb.com**

IV. INTRODUCTION

The Electric & Water Plant Board of the City of Frankfort, Kentucky issues this Invitation to solicit bids for fencing at the Satellite Dish Farm. Work shall be performed at the site located at:

98 Tanglewood Dr.
Frankfort, KY 40601

Quoted prices shall be firm F.O.B. with freight included to Frankfort, Kentucky.

All shipping, freight, delivery or fuel charges must be included in your unit price. FPB will not pay additional charges.

Please note instructions on Pages 5-7. Failure to adhere to instructions may result in rejection of bid.

READ CAREFULLY -- BIDDER MUST PROVIDE ALL INFORMATION REQUESTED -- SIGN BID

If an EEOC Certificate is included as a part of this documentation, it shall be executed and returned as a part of the bid response package. Absence of the EEOC Certificate indicates your organization already has the necessary compliance certificate on file with the Plant Board.

V. INSTRUCTIONS TO BIDDERS**1. SUBMISSION OF BIDS**

A. The following certificates or notices are included as a part of this documentation and shall be returned as a part of the bid response package.

- A General Safety Program (GSP) Notice
- A Drug free Workplace Compliance (DWC)
- Equal Opportunity Employment

B. Each bid should be in a **SEPARATE SEALED ENVELOPE** and have typed on the envelope the **INVITATION NUMBER, OPENING DATE, AND TIME**. No responsibility will be attached to the Frankfort Electric & Water Plant Board for the premature opening of or failure to open a bid not properly addressed or identified.

Bids must be received in the office of the Frankfort Electric & Water Plant Board, 305 Hickory Drive, Frankfort, Kentucky, 40601, in a sealed envelope not later than the time specified for opening of bids, at which time all bids received will be publicly opened and read in the Bid Opening Room. It shall be the Bidder's responsibility that the bids are delivered to the above address no later than the time specified. Bidders are invited to attend public bid openings; also, to review complete bid files after awards have been made.

C. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.

D. Telegraphic bids, facsimile bids, or modifications of bids by telegram are not acceptable.

E. Conditional bids are not acceptable.

F. It is the responsibility of each Bidder before submitting a Bid to:

- Examine the Bid and Contract documents thoroughly.
- Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.
- Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
- Study and carefully correlate Bidder's observations with the Bidding and Contract documents and notify Owner of all conflicts, errors, and/or the discrepancies.

G. All bids shall remain subject to acceptance for a period of ninety (90) days after the date of the Bid opening.

H. Each bid must be accompanied by Bid security made payable to the Owner in the amount equal to five percent of the Bidder's Bid, and in the form of a certified bank check or Bid Bond issued by a surety.

- I. Retain one complete copy of the bid for your file and return original with your bid.
- J. Bids may be withdrawn at any time prior to opening upon written request by the bidder. Negligence on the part of the bidder in preparing the bid shall not constitute a right to withdraw bid after it has been opened.

2. BID SCHEDULE/SIGNATURE PAGE

- A. Bidders should quote on a lump sum basis.
For discrepancies between figures and written amounts, precedence will be given to the written amounts.
- B. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All names must be typed or printed below the signature.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- F. The address, telephone number and contact person for communications regarding the Bid must be shown.

3. QUALIFICATIONS OF BIDDERS

- A. To demonstrate qualifications to perform work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be called for. The Owner may make an investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4. AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and all Bids and to waive informalities or minor defects. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. In the event that the lowest responsive and responsible bid is within the Owner's budget, the Contract will be awarded to the lowest responsive and responsible Bidder which, in the Owners sole and absolute judgment, will best serve the interest of the Owner.
- B. In determining the lowest responsive and responsible Bidder, the following elements will be considered: (1) lowest price, (2) if the Bidder has a satisfactory performance record, (3) if the Bidder has a suitable financial status to meet obligations incidental to the work, (4) if the Bidder involved maintains a permanent place of business, (5) if the Bidder has adequate personnel and equipment to perform the work properly within the time allotted, (6) number of and acceptability by the Owner of any and all proposed Subcontractors, (7) the completeness and regularity of the Bid Schedule and (8) time schedule of delivery. In addition, the Owner may consider in making the determination (1) the selection of equipment (or materials), (2) alternate equipment (or materials), and (3) deductions or other modifications listed in the Bid Schedule.
- C. When Owner gives a Notice of Award to Successful Bidder, it will be accompanied by unsigned copies of the Contract and other appropriate documents. Within 10 days thereafter, Contractor shall sign and deliver the copies of the Contract and attached documents to Owner with the required Bonds and Insurance. The Owner shall deliver two fully executed copies of the Contract to Successful Bidder, along with the Notice to Proceed subsequent to Board approval, at the earliest scheduled Board meeting.
- D. The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the Contract shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the Owner, and it is agreed that this sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract as hereinbefore provided. Bid Security deposited in the form of a certified check, or cashier's check shall be subject to the same requirement as a bid bond.

5. INSURANCE / INDEMNIFICATION/ BONDS

The Contractor shall take out and maintain during the life of this Contract such Public Liability (Bodily Injury and Property Damage) insurance as to protect themselves and any Subcontractor performing work covered under this Contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damages, which may arise from operations under this Contract, whether such operations by him/her or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor's insurance shall likewise protect the Owner and Engineer and save them or either of them harmless for acts of the Contractor.

Our contract requires that you return to us a signed contract and Certificate of Insurance showing commercial general liability, business auto liability, and employer's liability insurance.

Moreover, our contract requires that you provide a copy of any endorsement issued by your insurance company naming us as an additional insured on a primary and non-contributory basis. We must receive these before you begin work on the project.

YOUR POLICIES SHOULD ALSO:

- Include at least \$1,000,000.00 limits for commercial general liability, business auto liability and employer's liability with umbrella limits of \$2,000,000.00.
- Be issued by an insurance carrier that maintains an A.M. Best's rating of "A-" or better, is duly admitted in the State of Kentucky, and is reasonably acceptable to us.

THE COMMERCIAL GENERAL LIABILITY POLICY SHOULD:

- Include commercial general liability aggregate limits of at least \$1,000,000.00 with the general aggregate limit applicable per project.
- Be an occurrence coverage form equivalent to ISO's CG 00 01 10 01.
- Include coverage for liability arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
- Include no endorsements or modifications arising from explosion, collapse, underground property damage, or work performed by subcontractors.
- Include a waiver of subrogation.
- Name us as an additional insured on a primary and non-contributory basis for ongoing and completed work using ISO form, CG 20 10 11 85 or a combination of ISO forms, CG 20 10 10 01 and CG 20 37 10 01.

ADDITIONALLY, WE REQUIRE THAT YOUR BUSINESS WILL:

- Carry completed operations insurance for one year.
- Name FPB as an additional insured on a primary and non-contributory basis on your commercial general liability insurance for one year.
- Provide at least thirty (30) days' written notice prior to cancellation or termination of your commercial general liability, business auto liability, and employer's liability policies.

ALL INSURANCE SHALL BE WRITTEN ON A COMPREHENSIVE POLICY FORM.

INSURANCE, WORKERS' COMPENSATION:

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance, including occupational disease provisions, for all of the employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the Subcontractors similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all the latter employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate coverage for the protection of his employees not otherwise protected. The insurance policy shall contain a clause or endorsement to save the Engineer and the Owner harmless for any acts of the Contractor.

INDEMNIFICATION:

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Owner, Engineer, their representatives, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner or Engineer for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

CERTIFICATE OF INSURANCE:

At a minimum, the Certificate of Insurance shall contain the following information: (1) name of insurance company, (2) policy number and liability limits on all policies, (3) date of expiration of all policies, (4) statement that thirty (30) days' notice of cancellation will be given to the Owner and the Engineer, and (5) statement that coverage that will hold the Owner and Engineer harmless for acts of the Contractor is included.

PAYMENT BOND:

A Payment Bond equal to 100 percent of the Bid Price, guaranteeing faithful payment of employees, subcontractors and suppliers shall be provided within fourteen days of execution of the contract and before the work shall commence.

Payment Bonds shall run for a period of one (1) year after final acceptance of work by the Owner.

6. LAWS AND REGULATIONS

All applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

Contractor is required to obtain any and all necessary permits and 811 locates for construction of the fence.

VI. SPECIFICATIONS

Install 470' of 6' tall (9ga.) galvanized chain link fence plus 3-strands of barbed wire, using 1- 5/8" ss40 top rail, 2-1/2" ss40 line post, 3" ss40 terminal post, and 7ga tension wire at bottom. Include the installation of 3- 12' wide x6' plus 1' double drive gates. Material and craftsmanship shall be in accordance with the specifications on pages 9-12. Additional privacy slats are not requested as part of this proposal, however, contractor shall provide adequate hardware to support vinyl slats to be installed at a later date by the owner.

See attached fence plan and fence detail drawings for more information.

Work will begin based on an agreed upon time no sooner than April 18, 2023. Access to site shall remain restricted at all times, at no point shall unauthorized persons access site while unattended.

CHAIN LINK FENCES AND GATES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. General Materials Requirements
- B. Posts, Rails, and Accessories
- C. Additional Accessories
- D. Installation Requirements
- E. Installation of Fence Screen
- F. Installation of Top Rail and Posts
- G. Barbed Wire
- H. Gates

1.02 REFERENCES

- A. Codes and standards referred to in the text of Part 2 and Part 3 of this section.
- B. Standards of the American Society for Testing and Materials, in particular, ASTM A120, A121, A153, and F567, latest revisions.

1.03 SUBMITTALS

- A. Manufacturer's information on fencing and gates to be provided, including assurances of conformance to specification.

PART 2 - PRODUCTS

2.01 GENERAL MATERIAL REQUIREMENTS

- A. 2-inches chain link of 9 gauge steel wire, galvanized in accordance with ASTM A121. Screening shall be 7-foot high.
- B. Barbed Wire: Three strand 12½ gauge wire with 14 gauge 4-point barbs spaced at approximately 5-inches and galvanized in accordance with ASTM A121.

2.02 POSTS, RAILS AND ACCESSORIES

- A. Tubular members: Hot-dipped galvanized steel standard weight Schedule 40 pipe in accordance with ASTM A120.
- B. Accessories: Heavy pressed steel or malleable iron as applicable and galvanized in accordance with ASTM A153.
- C. End, corner and pull posts: 3 inch outside diameter pipe
- D. Line posts: 2 ½ -inches outside diameter pipe.
- E. Gate details including hardware and accessories: As indicated in the included standard details.
- F. Top Rail: 1 5/8 -inches outside diameter pipe with sleeve-type couplings with provisions for expansion and contraction.
- G. Post bracing assembly: Pipe to match top rail and truss rods of ¾-inches diameter with adjustable take-up.
- H. Bottom tension wire: 7 gauge galvanized wire

2.03 ADDITIONAL ACCESSORIES

- A. Extension arms: Tilted 30 degrees to 45 degrees to outside provisions for carrying three strands of barbed wires.
- B. Post tops: Weather-tight closure caps that permit passage of top rail where required.
- C. Stretcher bars: One piece of a length equal to full height of fabric. Minimum cross-section to be ¼-inch × ¾-inch.
- D. Wire ties: minimum 9 gauge aluminum

PART 3 - EXECUTION

3.01 INSTALLATION REQUIREMENTS

- A. Conform to requirements of ASTM F567

3.02 INSTALLATION OF FENCE FABRIC

- A. Pull taut and connect to posts, rails and tension wires. Bottom of fabric shall be 2-inches below top of final stone surface.
- B. Connect to line posts with wire ties spaced at 15-inches maximum.
- C. Connect to top rail, braces and tension wire with wire ties spaced at 18-inches maximum.
- D. Connect to each gate and end post with one stretcher bar secured with bands spaced at 12-inches maximum.
- E. Connect at each corner and pull post with 2 stretcher bar secured with bands spaced at 12-inches maximum. Diameter of post holes to be a minimum of 7-inches larger than post diameter.

3.03 INSTALLATION OF TOP RAIL AND POSTS

- A. Pass top rail through intermediate post tops and form a continuous brace within each stretch of fence
- B. Fasten securely to terminal posts
- C. Brace end, corner, pull and gate posts with bracing assembly so posts are plumb
- D. Evenly space line posts (10-foot maximum)
- E. Align and set posts plumb and centered in concrete bases
- F. Install bracing assemblies spaced 400-foot maximum in straight sections of fence

3.04 BARBED WIRE

- A. Install three parallel wires
- B. Fasten barbed wire securely in extension arm slots with heavy wire pins
- C. Place topmost barbed wire approximately 12-inches above fabric
- D. Dead-end barb wire at each corner post

3.05 GATES

- A. Install gates plumb, level and secure for full opening without interference
- B. Install gatepost width in accordance with standard details provided herewith
- C. Adjust gate hardware for smooth operation

VII. BID PRICING FORM

Satellite Dish Farm Fencing

ITEM #	QUANTITY	DESCRIPTION	TOTAL PRICE
1	1	Lump Sum for Satellite Dish Farm Fencing together with all related work and appurtenances	

VIII. SIGNATURE PAGE

This offer shall be valid for 90 calendar days from the date this bid is opened.

GRAND TOTAL WRITTEN IN WORDS: _____

SIGNED BY: _____

PRINTED NAME: _____

EMAIL: _____

FIRM: _____

ADDRESS: _____

TELEPHONE NUMBER: () _____

E-MAIL ADDRESS: _____

FAX NUMBER: () _____

DATE: _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

A. Has your company filed the required Employer Information Report, EEO-1 (Standard Form 100) with the Secretary of Labor's Joint Reporting Committee for the prior period ending March 31?

YES

NO

If your answer to Question A above is "NO", check the following appropriate reasons for not filing:

1. Employ less than one hundred people company-wide.
2. Have specific exemption from Secretary of Labor as provided in Section 20 of Executive Order 11246, as amended.

Within Thirty (30) days after receipt of any order from the **Frankfort Electric and Water Plant Board** and prior to each March 31 thereafter, during the performance of work under said order, the undersigned firm agrees to file Standard Form 100, entitled "Equal Employment Opportunity Information Report EEO-1" in accordance with instructions contained therein, unless such firm has either filed such report within twelve months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

B. In consideration of the undersigned being placed in the **Frankfort Electric and Water Plant Board's** "Supplier Document" for the year ending March 31 next, the undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in any subcontract, contract, purchase order, or agreement that the undersigned may receive from the **Frankfort Electric and Water Plant Board**.

As used in this certification, the term "Segregated facilities" means any waiting room, work areas, rest room, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The undersigned further agrees that he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files and that he will forward the following notice to his proposed subcontractors (except when the proposed subcontractors have submitted identical certification for specific time periods).

"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES"

"A certification of Nonsegregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification for all subcontractors during a period (i.e., quarterly, semi-annually, or annually).

(Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)"

C. Do you have at each of your facilities a current written Affirmative Action Compliance Program as required by Title 41 of the Code of Federal Regulations (CFR) 60-1.40; and current written Affirmative Action Programs for disabled veteran, veterans of the Vietnam Era and Handicapped workers as required by CFR 60-250.4 and CFR 60-741.4?

YES

NO

If "NO" within 120 days after receipt of any order resulting from attached quotation, the undersigned firm agrees to develop and maintain written Affirmative Action Compliance Programs as required. (Current law requires the contractor to develop a written Affirmative Action Compliance Programs in those cases where the contractor has received prime contract or subcontracts for \$50,000 or more and employs fifty (50) or more people).

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS / PHONE: _____

Authorized Representative's NAME (PRINT OR TYPE): _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative: _____

If you received this as part of an Invitation to Bid please Return with your BID.

“NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM”

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor's specific line of business.

The primary goal of a safety program is to protect the health and safety of employees and the public. Our goals are also to conserve and protect property and the environment. **IT IS OUR ABSOLUTE CONVICTION THAT:**

- This is a moral responsibility of each firm and worker involved.
- Safe and healthful work is more efficient, effective and inseparable from how we perform our work.
- Accidents and injuries are unnecessary costs

We accomplish work which is free from accident and injury by providing vigorous leadership that is visible through the organization.

How well we conduct our work in a hazard-free manner, according to the direction provided, is a key factor in our performance for which we are each accountable.

There are certain basic elements that are incorporated into the safety program:

- Effective management leadership from each contractor;
- Organization of a **General Safety Program**;
- On-site supervisor with authority to carry out their responsibilities including suspension of work to correct unsafe conditions;
- Proper training and supervision; and
- Employee participation

Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations and does this program embody the philosophies described above?

YES

NO

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS / PHONE: _____

Authorized Representative's
NAME (PRINT OR TYPE): _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative:

If you received this as part of an Invitation to Bid, please return with your bid.

DRUGFREE WORKPLACE COMPLIANCE CERTIFICATE

PLEASE SIGN BELOW TO INDICATE: 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Testing Programs; and 2) AS a term of any contract, the Contractor agrees to comply with any such drug and/or alcohol testing that may be required by law.

CONTRACTOR : _____
MAILING ADDRESS/PHONE: _____

Authorized Representative's
NAME (Print or Type): _____
Authorized Representative's TITLE: _____
SIGNATURE & DATE: _____

If you received this as part of an Invitation to Bid please Return with your BID