

Notice of Bid For Asphalt Repair, Seal and Striping

The Russell Independent Board of Education will receive bids at its office at 908 Powell Lane, Flatwoods, Kentucky, 41139 until Tuesday, April 23, 2024; 10:30 A.M., EST, for the following:

Asphalt Repair, Seal and Striping

All proposals are to be sealed in an envelope and clearly identified as Asphalt Repair, Seal and Striping. Bid packets may be obtained at the Central Office of the District at 908 Powell Lane, Flatwoods, Kentucky 41139, or on the District's website at www.russellind.kyschools.us. Formal consideration of the bids will occur at the Tuesday, April 23, 2024, 6:00 P.M., EST, scheduled meeting of the Board of Education.

The Russell Independent Board of Education reserves the right to award or reject any or all bids and to waive any informality in the manner of bids presented.

Sean Whitt, Chair

Dr. M. Sean Horne, Ed.D, Superintendent/Secretary

Russell Independent Board of Education

SECTION I

INSTRUCTIONS TO BIDDERS ASPHALT REPAIR, SEAL AND STRIPING RUSSELL INDEPENDENT SCHOOLS

RUSSELL INDEPENDENT SCHOOLS
908 POWELL LANE
FLATWOODS, KENTUCKY 41139
1-606-836-9679
FAX 1-606-836-2865

1. Submit one copy of this bid to the Russell Independent Board of Education located at 908 Powell Lane, Flatwoods, Kentucky by 10:30 A.M. EST, Tuesday, April 23, 2024. All questions regarding the bid are to be made to David Craft, Maintenance Supervisor or Dennis Chambers, Director of Facilities at (606) 836-9679. The bid will be considered at the April 23, 2024 board meeting of the Russell Independent Board of Education, 6:00 P.M., EST, Tuesday at 908 Powell Lane, Flatwoods, Kentucky 41139.
2. Bids are to be enclosed in a sealed envelope clearly marked "BID-Asphalt Repair, Seal and Striping". Scope of the bid is included in Section II of this packet.
3. In order for your bid to be considered it must be received prior to the time designated in this invitation and none will be accepted after that date and time.
4. The Russell Independent Board of Education reserves the right to waive defects and informalities in proposals, and to reject any or all proposals or to accept any proposal as may be deemed to its interest. Further, should appear to be in the best interest of the Russell Independent Board of Education to purchase items at a higher price than that named in the lowest bid or bids, or to match items already purchased the award will be made accordingly. The Russell Independent Board of Education or its appointed agents shall remain the sole judge of items that it deems to meet the specifications hereinafter described.
5. At the bid opening, bid security shall be provided at five (5) percent of the amount of the bid. Bid security may be in the form of a bond provided by a surety company, cash, or a cashier's check. If cashier's check or cash, the items will be returned upon bid award to the unselected bidder and upon on project completion to the awarded bidder.
6. Any substitution or departure proposed by the bidder from the items specified must be clearly noted and described. Otherwise, it will be understood the bidder intends to supply items specifically mentioned in the bid invitation.
7. Conditions by the bidder may be a part of his proposal.
8. Bid price shall be for the services indicated, including transportation charges.

9. All bids shall be effective for 30 days from date of opening and no bid may be withdrawn prior to that time without the express consent of the Russell Independent Board of Education.
10. BID CANNOT BE EXECUTED UNLESS THE ATTACHED "BID", "CERTIFICATION" and "AFFIDAVIT" (sections III, IV, and V) PAGES ARE COMPLETED AND SIGNED BY A LEGALLY AUTHORIZED REPRESENTATIVE OF THE BIDDING FIRM.
11. THE AWARDED OF THE BID IS SUBJECT TO RECIPROCAL PREFERENCE FOR KENTUCKY RESIDENT BIDDERS AND PREFERENCES FOR A QUALIFIED BIDDER UNDER KRS 45A.494. ANY INDIVIDUAL, PARTNERSHIP, ASSOCIATION, CORPORATION, OR OTHER BUSINESS ENTITY CLAIMING RESIDENT BIDDER STATUS SHALL SUBMIT ALONG WITH ITS RESPONSE THE ATTACHED REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS. RUSSELL INDEPENDENT SCHOOLS RESERVES THE RIGHT TO REQUEST THE DOCUMENTATION SUPPORTING A BIDDER'S CLAIM OF RESIDENT BIDDER STATUS. FAILURE TO PROVIDE SUCH DOCUMENTATION UPON REQUEST SHALL RESULT IN DISQUALIFICATION OF THE BIDDER OR CONTRACT TERMINATION. A NONRESIDENT BIDDER SHALL SUBMIT, ALONG WITH ITS BID RESPONSE, ITS CERTIFICATE OF AUTHORITY TO TRANSACT IN THE COMMONWEALTH AS FILED WITH THE COMMONWEALTH OF KENTUCKY, SECRETARY OF STATE. THE LOCATION OF THE PRINCIPAL OFFICE IDENTIFIED THEREIN SHALL BE DEEMED THE STATE OF RESIDENCY FOR THAT BIDDER. IF THE BIDDER IS NOT REQUIRED BY LAW TO OBTAIN SAID CERTIFICATE, THE STATE OF RESIDENCY FOR THAT BIDDER SHALL BE DEEMED TO BE THAT WHICH IS IDENTIFIED IN ITS MAILING ADDRESS AS PROVIDED IN ITS BID.

SECTION II

GENERAL SPECIFICATIONS/CONDITIONS ASPHALT REPAIR, SEAL AND STRIPING RUSSELL INDEPENDENT SCHOOLS

SCOPE OF WORK

Regarding the asphalt repairs, seal and striping of all paving areas as indicated within this scope of work.

1. Clean all existing surfaces and trim all vegetation on all current, existing paved surfaces under the scope described.
2. Create and allow for curb cuts and landscaping areas as identified by Owner.
3. Remove ALL existing speed bumps.
4. Repair damaged areas including: 1) **Russell Primary School** bus loop; 2) **Russell-McDowell Intermediate School** bus drop-off lane and section of staff parking; 3) **Russell High School** area between school and bus parking lot, area between Russell Middle and Russell High, and Russell High School exit lane; 4) **Maintenance Shop** entire lot. Areas will need prepared as needed, including milled as necessary. Apply two (2) inches of compacted asphalt over the base of the prepped areas. Aerial photos are included in this packet for reference. Areas indicated by yellow border hi-light are those that will be addressed by this scope.
5. All paved surfaces, excluding those repaired in section 3 of the scope of work, shall be sealed. Surface cracks must be "hot-filled" before application of sealant. Work includes all paved areas related to: The Board Office; Russell High, Russell Middle, Russell-McDowell Intermediate, Russell Primary, Russell Area Technology Center; Bus Parking Area; Bus Garage; and Russell Athletic Center
6. All areas will be milled and slope created away from buildings to control water flow away from all buildings noted in section 5 of the scope of work.
7. Restore current parking stripes, ingress and egress striping and other current striping, including fire lanes and cross-walks. Restore all numerical sequences on all student parking surfaces.
8. All bidders must be pre-qualified by the Commonwealth of Kentucky Transportation Cabinet.
9. OWNER will provide for Kentucky Department of Transportation qualified inspections of the asphalt and seal content to assure compliance with Commonwealth of Kentucky requirements and regulations. The awarded vendor will provide all load tickets to the inspector.
10. Mr. David Craft, maintenance supervisor, will be available during the bid period to allow for measurements and striping requirements for all interested bidders. All work performed will be to his satisfaction.

MATERIALS

All materials and workmanship shall be accomplished in strict accordance with the latest publication of the Commonwealth of Kentucky Transportation Cabinet Specification for Roads and Bridges.

Paving equipment shall conform to KyDOT specifications.

Hot mix production plants and their plant labs shall be certified by the Commonwealth of Kentucky Transportation Cabinet and approved for the production and testing of Superpave Asphalt paving mixes. Quality Assurance testing shall be performed in accordance with KyDOT specifications with the tests results available upon request by Owner.

STANDARDS

Contractor: Shall meet and/or exceed the following requirements and provide documentation on the following criteria, as requested by the Owner:

Shall have been in existence for at least five years with available references of installations of equal or similar scopes of work.

PHYSICAL PROPERTIES

The color of the surface shall be black. Lines, symbols and colors will meet Federal and State regulations.

WAGES

Wages paid by the Contractor shall be in accordance with the Commonwealth of Kentucky Department of Labor and their regulations.

WARRANTY

The surface shall be fully warranted against defects in materials and workmanship for a period of not less than one year. The CONTRACTOR shall be advised in writing of any defects discovered during the warranty period.

After proper notification, the OWNER shall take the necessary steps to limit further damage to the surface. The CONTRACTOR shall respond within thirty days of any notice of discovery of defects and shall make repairs, weather permitting within thirty days of notification of defects.

A written and notarized warranty shall be submitted with the final billing. The CONTRACTOR shall provide the owner with a detailed roster or routine maintenance and care instructions. The OWNER shall follow these instructions for the warranty to remain in force.

QUALITY OF FINISHED SURFACE

The finished surface shall be uniform in appearance, thickness and texture.

CLEAN-UP

Upon completion of the work, the CONTRACTOR shall remove all containers, surplus materials and debris and have the site in a clean and orderly condition acceptable to the OWNER.

INSURANCE

The CONTRACTOR shall not commence work until he/she has obtained, as a minimum, the insurance required hereunder and evidence of such insurance shall be submitted to the owner for approval. Insurance is to be furnished by the CONTRACTOR for the benefit of the OWNER and CONTRACTOR.

The minimum amounts of insurance coverage to be furnished under this contract are:

A) Workman's Compensation	Statutory Coverage
B) Unemployment Insurance	Statutory Coverage
C) General Liability	\$250,000
D) Bodily Injury Liability	\$250,000

The OWNER will not be liable for any injury to person or property sustained by or incurred by the CONTRACTOR during the course of work of this contract. The CONTRACTOR will be fully liable for any damages caused to any person or any property during the course of work of this contract.

The OWNER will not be liable for any damage to any of the equipment owned and utilized by the CONTRACTOR.

TIME OF WORK

Work shall not commence until after June 1, 2024. Substantial completion of the work shall be August 1, 2024. Work related to parking lots for Russell High School and Russell Middle School shall occur during the "dead period for athletics", which is June 25, 2024 to July 9, 2024.

PAYMENT

Payment will be made by the Owner within 30 days of a properly approved and submitted invoice. Approval of payment shall be subject to the satisfaction of work performed by the Owner.

SECTION III

BID

BID FOR ALL WORK AS DICTATED BY SCOPE

\$ _____

NUMBER OF TONS FOR ASPHALT INSTALLATION

SECTION IV

CERTIFICATION

THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER

In compliance with this invitation to bid; in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted, in part or whole, to furnish any or all of the items upon which prices are quoted in accordance with the specifications as stated in Section I of this Invitation to Bid.

NAME of FIRM _____

BY _____

TITLE _____

ADDRESS _____

TELEPHONE _____

DATE _____

SIGNATURE _____

SECTION V

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Any employee or any official of the Russell Independent Board of Education, Flatwoods, Kentucky, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage, of contract, money, or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in the open market seeking to make sales to the Russell Independent Board of Education, a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand (\$5,000) or by imprisonment for not more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

Every person, firm or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement in the procurement of business, or the giving of business, to any employee or to any official of the Russell Independent Board of Education, elective or appointive, in his or her efforts to bid, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000) or by imprisonment for not more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a five thousand (\$5,000) fin or one (1) year imprisonment or both on conviction.

Russell Primary School

- Highlighted areas are to be paved as mentioned within the bid packet.



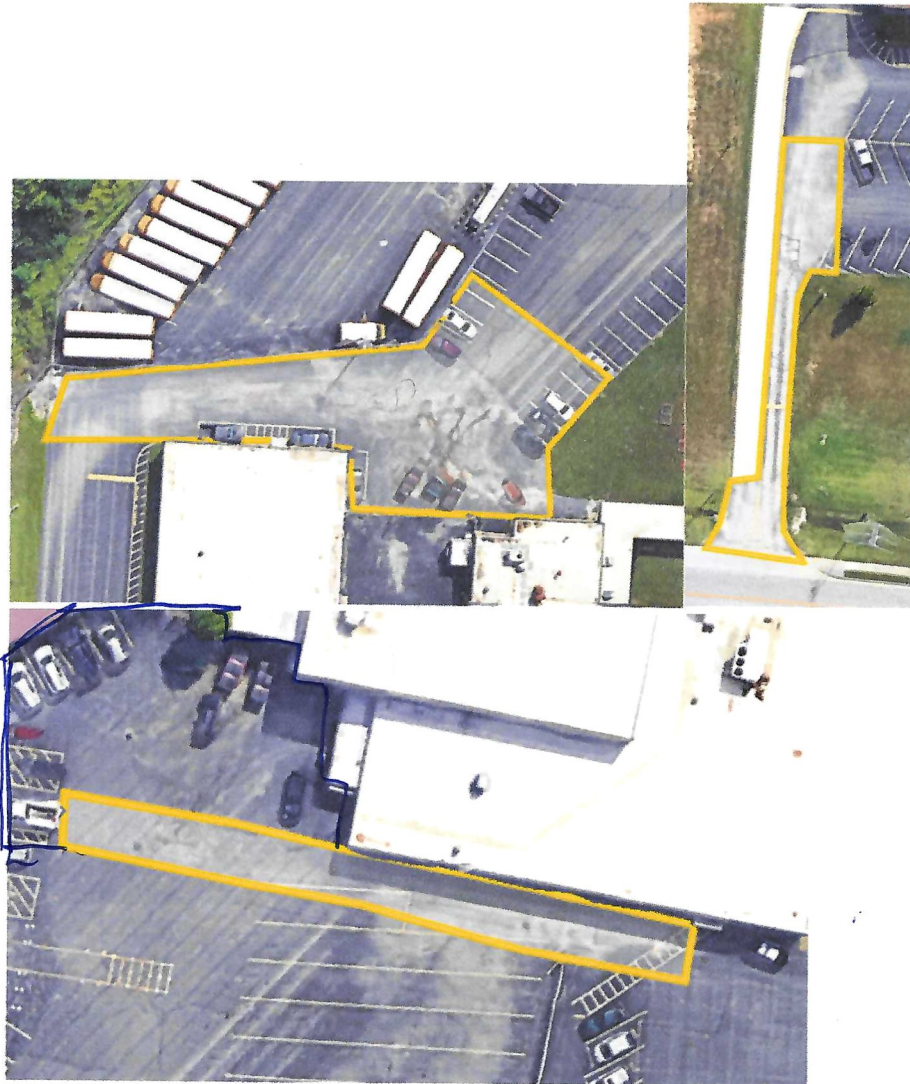
Russell-McDowell Intermediate

- Highlighted areas are to be paved as mentioned within the bid packet.



Russell High School/Tech School

- Highlighted areas are to be paved as mentioned within the bid packet.



Maintenance Office

- Highlighted areas are to be paved as mentioned within the bid packet.

