

**INVITATION TO BID**

**NKU-22-2022**



**Asphalt Paving**

**01/24/2022**

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

**Bid NO:** NKU-22-2022  
**Issue Date:** 01/24/2022  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6449

**RETURN ORIGINAL COPY OF BID TO:**

**Northern Kentucky University  
 Procurement Services  
 1 Nunn Drive  
 617 Lucas Administrative Center  
 Highland Heights, KY 41099**

**IMPORTANT: BIDS MUST BE RECEIVED BY: 02/15/2022 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.**

**NOTICE OF REQUIREMENTS**

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at the [NKU Procurement Website](#), apply to this Request for Bid.
2. Contracts resulting from this ITB must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

**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 KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached bid has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Bid, designed to limit independent bidding or competition;
3. That the contents of the bid have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official closing of the ITB;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale 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
6. That I have fully informed myself regarding the accuracy of the statement made above.

**SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS**

In accordance with KRS45A.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 agrees as required by 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 the 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.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Contractor, by submitting a bid, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

**RECIPROCAL PREFERENCE**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder 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:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and  
 (2) "Public agency" has the same meaning as in KRS 61.805.

**SIGNATURE REQUIRED:** This bid cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>DUNS #</b>
<b>BID FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>Phone/Fax:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED</b>	<b>FEDERAL EMPLOYER ID NO.:</b>	<b>WEB ADDRESS:</b>

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME (Please Print Legibly): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

The foregoing statement was sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_.

\_\_\_\_\_

(Notary Public)  
 My Commission expires: \_\_\_\_\_

**THIS DOCUMENT MUST BE NOTORIZED**

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**General Terms and Conditions and Instructions to Proposers:**

<http://procurement.nku.edu/policies/terms-and-conditions.html>

**NOTICE OF ADVERTISEMENT**

**BRIEF SCOPE OF WORK:**

Extent of asphalt concrete paving work is described in the special provisions and shall consist of the furnishing all tools, supplies, services, materials, labor, equipment, supervision, and all other items necessary for the complete installation of the asphalt concrete pavement.

This work shall consist of one or more courses of bituminous mixture, partial depth patching of existing asphalt pavement, and/or full depth patching of existing or new asphalt pavements.

**\*CONSTRUCTION START DATE MONDAY MAY 9<sup>TH</sup>, 2022**

**KEY EVENT DATES:**

Release of ITB	01/24/2022
Pre-Bid Meeting	01/31/2022 @ 10:00AM at NKU Welcome Center
Deadline for Written Questions	Noon Eastern Time on 02/04/2022
BIDS DUE	2 p.m. Eastern Time on 02/15/2022

**PRE BID CONFERENCE:**

There will be a pre-bid meeting held on Monday January 31, 2022 at 10:00AM EST to discuss the invitation to bid as well as answer any questions and view the areas in the scope of work.

**Pre Bid Meeting Place - NKU Welcome Center @ 10:00am**

Please email Holly Vasquez, Procurement Services Manager at [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu) with any questions.

**SUBMITTAL OF BID:**

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

**Blaine Gilmore  
Director, Procurement Services Lucas  
Administrative Center, Suite 617  
100 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099**

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

**ITB NKU -22-2022  
Asphalt Paving**

## **Special Conditions to Proposers**

### **QUESTIONS AND REQUESTS FOR INFORMATION**

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your bid. All requests for information, questions or comments relative to this project should be directed, in writing via email to:

**Holly Vasquez**  
**Procurement Services Manager**  
[vasquezh1@nku.edu](mailto:vasquezh1@nku.edu)

### **GENERAL TERMS AND CONDITIONS TO PROPOSERS:**

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

### **PARKING PERMITS:**

Contractor must obtain parking permits for all vehicles that will be parked on campus. Permits can be obtained at the welcome center.

<http://parking.nku.edu/rules/guidelines.html>

### **GOVERNING LAW:**

Proposers shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Project Site or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting Contract shall be governed by Kentucky Law and any claim relating to this Contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A- 245.

### **TOBACCO FREE CAMPUS**

Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.

### **STATUTORY AUTHORITY**

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085, <http://www.lrc.ky.gov/KRS/045A00/085.PDF>

### **FOREIGN CORPORATIONS**

Foreign corporations are defined as corporations that are organized under laws other than the laws of the commonwealth of Kentucky. Foreign corporations doing business within the commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

### **DOMESTIC CORPORATIONS**

Domestic corporations are required to be in good standing

#### **OCCUPATIONAL LICENCSE**

Northern Kentucky University was annexed by the city of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a city of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information, <https://campbellcountyky.gov/division/blocks.php?structureid=49>

#### **PERMITS**

The Contractor shall obtain all permits necessary for any or all parts of the work from the authorities governing such work. The Contractor shall procure building permits, when required but no fee shall be applicable on projects for the Commonwealth. Evidence that such permits have been issued shall be furnished to the Owner before beginning work.

#### **BID BONDS:**

A 5% bid bond is required with submission of this ITB.

#### **COMPLETION DATES**

It is understood and agreed that time is of the essence. The Contractor will efficiently, diligently, and expeditiously conduct the work in a manner that will satisfy compliance with approved project schedules and completion by the completion date appearing in the body of this bid.

#### **COORDINATION OF WORK**

The Vendor shall be responsible for coordinating all work with the **NKU Project Manager**. The Contractor shall cooperate completely with the Owner's security forces and measures.

#### **DAMAGE AND REPAIRS**

The Contractor shall exercise particular care to avoid damage to his own work, the Owner's property, and adjacent property of every description. He shall make good any damage resulting from or caused by the work under this contract at his sole expense in a manner satisfactory and without extra cost to the Owner including, but not limited to, finishes, furnishings, and landscaping.

#### **HAZARDOUS MATERIALS**

No asbestos containing materials, lead based paints, or other hazardous materials shall be furnished or installed in this work.

**PAYMENT AND PERFORMANCE BONDS:** 100% Payment and Performance Bonds will be required for work arising from this ITB.

#### **EXAMINATION OF SITE**

Each vendor shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operation to be carried on under the proposed contract and has made such investigation as may be reasonably necessary so that the vendor shall fully understand the facilities, physical conditions and restrictions attending to the work under the contract. The specifications furnished represent a fair approximation of the material needed but all quotations submitted should take into account knowledge gained as a result of the above referenced visual inspection.

#### **EXAMINATION OF CONTRACT**

Each vendor shall also thoroughly examine and become familiar with the specifications and associated



contract documents. By submitting a bid, the vendor agrees that they have carefully examined the specifications and have thereupon decided that from their own investigation Contractor has satisfied themselves as to the nature and location of work, the general and local conditions and all matters which may in any way affect the work or its



performance and that as a result of such examination and investigation, vendor fully understands the intent and purpose of the documents and conditions of the bidding. Claims for additional compensation and/or extension of time because of the vendor's failure to follow the foregoing procedure and to familiarize themselves with the Contract Documents and all conditions which might affect work will not be allowed.

**FIELD VERIFICATION**

It is the Vendor's responsibility to verify all measurements.

**HOURS OF WORK**

Working days at Northern Kentucky University are Monday through Friday, 8:00am to 4:30pm. Deviation from these working hours must be approved by said project manager.

**WARRANTY**

Manufacturer shall stand behind installed system for period of 10 years from Date of Substantial Completion against all the conditions indicated below. When notified in writing from Owner, Manufacturer shall, promptly and without inconvenience and cost to Owner correct said deficiencies.

**CANCELLATION**

The resulting contract from this ITB may be cancelled by the University for non-compliance with the terms and conditions of any part of the agreement.

**TERMINATION FOR CONVENIENCE**

Northern Kentucky University reserves the right to terminate the resulting contract 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 contract. 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).

**INSURANCE**

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

**Northern Kentucky  
University 617 Lucas  
Administrative Center 1 Nunn  
Drive  
Highland Heights, KY 41099**

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

**Our basic insurance requirements are:**

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

**SPECIFICATIONS / SCOPE OF WORK****PART 1 - GENERAL****DESCRIPTION OF WORK:**

Extent of asphalt concrete paving work is described in the special provisions and shall consist of the furnishing all tools, supplies, services, materials, labor, equipment, supervision, and all other items necessary for the complete installation of the asphalt concrete pavement.

This work shall consist of one or more courses of bituminous mixture, partial depth patching of existing asphalt pavement, and/or full depth patching of existing or new asphalt pavements.

**\*CONSTRUCTION START DATE MONDAY MAY 9<sup>TH</sup>, 2022**

**SUBMITTALS:**

Material Certificates: The Contractor shall provide copies of materials certificates for all hot mix materials, fabric, and all other items used in the project as directed by the Engineer. Each is to be signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

Delivery Certificates, Weight tickets, or Truck Tickets: Each truck delivering asphalt to the project site shall have a certificate or weight ticket. A copy of each ticket shall be given to the NKU representative prior to the load being placed at the project site. In the event the Engineer, or NKU representative, is not at the project site, all weight tickets shall be delivered to the Facility Maintenance office within 1 (one) workday of the material being placed.

Each ticket shall, as a minimum, contain the following information: date, time, supplier name, gross truck weight, net truck weight, weight of load, mix designation number or other identifying information for the type material being delivered, and a tally or total to date of material being delivered or batched for the project.

**QUALITY ASSURANCE:**

Codes and Standards: Comply with State highway transportation department standard specifications, latest edition, and/or with local governing regulations if more stringent than herein specified.

**SITE CONDITIONS:**

Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg. F (10 deg. C), and when temperature has not been below 35 deg. F (1 deg. C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.

Construct asphalt concrete surface course when atmospheric temperature is above 40 deg. F (4 deg. C), and when base is dry. Base course may be placed when air temperature is above 30 deg. F (-1 deg. C) and rising.

Grade Control: Establish and maintain required lines and elevations.

**PART 2 - PRODUCTS****MATERIALS:**

General: Use locally available materials and gradations which exhibit a satisfactory record of previous installations.

Base Course Aggregate: Sound, angular crushed stone, crushed gravel, or crushed slag, sand, stone or slag screenings.

Uncrushed gravel may be used in base course mixture if required to suit local material availability.

Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.

Sand prepared from stone, blast-furnace slag, or gravel, or combinations thereof may be used if required to suit local material availability.

Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with AASHTO M 17 (ASTM D 242).

Asphalt Cement: AASHTO M 226 (ASTM D 3381) for viscosity-graded material and AASHTO M 20 (ASTM D 946) for penetration-graded material.

Prime Coat: Cut-back asphalt type; AASHTO M 82 (ASTM D 2027) MC- 30, MC-70 or MC-250.

Tack Coat: Emulsified asphalt; AASHTO M 140 (ASTM D 977) or M 208 (D 2397); SS-1, SS-1h, CSS-1 or CSS-1h, diluted with one part water to one part emulsified asphalt.

Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid, or wettable powder form.

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Manufacturers: Subject to compliance with requirements, provide products of one of the following:

*Allied Chemical Corp.*  
*Achem Products, Inc.*  
*Ciba-Geigy Corp.*  
*Dow Chemical U.S.A.*  
*E.I. DuPont De Nemours & Co., Inc.*  
*FMC Corp.*  
*Thompson-Hayward Chemical Co.*  
*U.S. Borax and Chemical Corp.*

Lane Marking Paint: Chlorinated rubber-alkyd type, AASHTO M 248 (FS TT-P-115), Type III.

Wheel Stops: Precast of 3,500 psi air-entrained concrete, approximately 6" high, 9" wide, and 7'0" long, with chamfered corners and drainage slots on underside.

Recycled asphalt and/or chipped rubber materials: No recycled materials shall be permitted on this project. Only virgin materials shall be used in the hot mix.

Fabric: Unless otherwise specified elsewhere, the fabric shall be Petro-Mat, Contech C-38NW, or an approved equivalent non-woven fabric with approximate 4 oz. / s.y. weight.

Tack Coat to use with fabric: The tack coat to be used where fabric is indicated shall be AC-20 or as specified by the fabric manufacturer.

#### **ASPHALT-AGGREGATE MIXTURE:**

Provide plant-mixed, asphalt-aggregate mixture complying with either: ASTM D 3515 and as specified by the Campbell County Zoning Regulations; or the Kentucky Department of Transportation, Bureau of Highways, for asphalt concrete surface and binder, sections 401 and 402; or these specifications, whichever is more stringent.

### **PART 3 - EXECUTION**

#### **SURFACE PREPARATION:**

Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.

Proof roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.

Notify Engineer or NKU representative of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.

Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of

prime coat.

Prime Coat: Apply at rate of 0.20 to 0.50 gal. per sq. yd., over compacted subgrade. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.

Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface. Tack shall be applied in a manner to assure uniform coverage so as to cover completely the surface to be overlaid.

Scratch Course: Any asphalt used for a scratch course shall be comprised of a design mix where the largest aggregate diameter in that design mix shall be no more than one-half (1/2) the thickness of the desired scratch course thickness.

Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. The contractor shall remove overspray of tack and clean damaged surfaces.

Place fabric, if specified, as per the fabric manufacturer's recommendations as well as the following requirement. The fabric shall be placed flat with no wrinkles or folds that would extend into or protrude through the overlying asphalt layer. All fabric shall have a minimum asphalt 1" cover.

Allow tack to dry until at proper condition to receive paving.

Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

Remove all loose material, mud, debris, or any other foreign material from the existing asphalt road surface immediately before applying tack coat.

Do not begin paving work until all deficient subbase areas have been corrected and are ready to receive paving. The contractor shall notify the Engineer or NKU representative of any and all deficient subbase conditions prior to placement of the overlays.

#### **PLACING MIX:**

General: Place asphalt concrete mixture on prepared surface, spread and strike-off. Spread mixture at minimum temperature of 250 deg. F (121 deg. C). Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing: Place in strips not less than 10' wide, unless otherwise acceptable to Engineer or NKU representative. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.

Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining works. Construct joints to have same texture, density and smoothness as other

sections of asphalt concrete course. Butt joints are to be ground in the adjoining old pavement to insure a minimum of a 1" thickness for the new pavement. Clean contact surfaces and apply tack coat.

Curbs: Construct curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust.

Place curb materials to cross-section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms as soon as material has cooled.

### **ROLLING:**

General: Begin rolling when mixture will bear roller weight without excessive displacement.

Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.

Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### **FIELD QUALITY CONTROL:**

General: Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Engineer or NKU representative.

Temperature: All asphalt temperatures shall be at least the above mentioned minimum. Temperature tests shall be conducted as directed by the Engineer or NKU representative. Any asphalt, either in the paver or in any truck, found to be below the above mentioned minimum shall be removed from the project. Any asphalt placed that was tested below the above mentioned minimum shall be rejected and shall be removed at the Contractor's expense. All asphalt arriving at the site that is not used immediately shall be monitored for the appropriate temperature. Any truck containing material which drops below the above mentioned minimum

shall not be permitted to unload and shall be removed from the site.

Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:

Base Course: 1/2", plus or minus.

Surface Course: 1/4", plus or minus.

Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10' straightedge applied parallel with, and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.

Base Course Surface: 1/4".

Wearing Course Surface: 3/16".

Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template, 1/4".

Check surface areas at intervals as directed by Engineer or NKU representative.





**REFERENCES**

**Bidder Qualifications:** The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SUBCONTRACTORS**

**SUBCONTRACTORS:** The following is a list of subcontractors proposed by the bidder to be used to complete the project. All subcontractors are subject to approval by Northern Kentucky University. Failure to submit this list completely filled out may invalidate bid. **SUBCONTRACTORS MAY NOT BE CHANGED AFTER CONTRACT AWARD WITHOUT APPROVAL BY NKU.**

**BRANCH OF WORK**

**NAME, ADDRESS AND TELEPHONE OF SUBCONTRACTORS**

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**ITB NKU-22-2022**

**List of Materials and Equipment**  
**(Must be submitted within 24 hours after bid opening)**

Every item listed under the different phases of this project must be clearly identified so that Northern Kentucky University will definitely know what the bidder proposes to furnish. Bidders be hereby advised that this list shall be required to be filled out completely by the apparent low bidder within twenty-four (24) hours from the close of the official reading of the bids.

The above requirement does not preclude any bidder from submitting this list, fully executed, at the time the bids are submitted.

The use of the manufacturers' dealer's name only, or stating "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Failure to submit a proper list may result in rejection of the Bidder's Proposal.

Material And / Or Equipment	Manufacturer and Brand Name

**NKU GENERAL SAFETY & COORDINATION REQUIREMENTS**

1. The University strives to continuously maintain both a safe and secure work environment for its students, employees, and the employees of all Contractors assigned to our campus. Therefore, it is essential the following criteria be met by all Contractors (and all their subcontractors) working at NKU.
2. **BACKGROUND CHECKS:** The Contractor shall furnish the University upon request with written documentation that verifies each of their employees working on the property of the University has cleared a background check, has no felony convictions, is not a sex offender, and has the legal right to work in the United States.
3. **DRUG-FREE WORKPLACE:** Northern Kentucky University is a drug-free and alcohol-free workplace, and all employees of Contractors and subcontractors are subject to this policy while working on University property. If there is verifiable suspicion or probable cause that an employee of the contractor or subcontractor is under the influence of drugs or alcohol, the University reserves the right to require the Contractor to have the employee tested immediately at no expense to the University. If the test results are positive the employee will be prohibited from working on University property for a period of one (1) year from the positive test, or the duration of the project, whichever is longer. The banned employee of the Contractor must pass a drug and alcohol test before working again on university property. Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.
4. **CONTRACTOR PRESENCE ON CAMPUS:** All persons working for (or on behalf of) the Contractor whose duties bring them on campus shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University representatives. Contractor's employees shall never enter or use existing areas of campus where they are not required to be performing work. Contractors and subcontractors are always responsible for providing and maintaining portable restroom facilities for all their workers working on the project. Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on campus. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of his agents or employees. Contractor shall promptly repair any damage that he, or his employees or agent may cause to the campus or to the University equipment. Contractor agrees that in event of an accident of any kind on university property, Contractor will immediately notify the University's Department of Public Safety (859) 572-5770 and furnish a full written report of the accident. All Contractor employees and subcontractors shall present a neat and clean appearance while on University property, and be able to present proper identification upon request.
5. **PROJECT WORK SITE SAFETY & SECURITY:** The University does not, and will not, assume any responsibility for any tools, materials, equipment, or property belonging to the Contractor, his employees or agents, which may be lost or stolen from University property. All contractors and subcontractors are solely responsible for properly securing and protecting their tools and equipment. When working within or on top of an existing building, the Contractor shall work with the assigned University project manager in developing a strategy for securing the project work site and protecting the campus staff and community from the project work site. When working in an open area on campus, the Contractor shall provide securable barricades/fencing around the project site to protect the campus community from the dangers within the project work site. The Contractor shall maintain this project work site 24 hour a day, 7 days a week for the duration of the project.
6. **PARKING:** All Contractors and their subcontractors are required to purchase a parking pass from NKU. Weekly passes are also available. This will entitle workers to park at all NKU campus lots and garages, EXCEPT for faculty and staff lots which are noted accordingly. This pass also allows for parking in any of the garages if your vehicles will fit. Parking within the jobsite WILL NOT BE PERMITTED. Workers who do so will be subject to immediate towing, without warning, and at their cost. Vehicles may be parked near a worksite for reasonable times for loading and unloading, providing normal access and egress to buildings is not hindered. All workers shall park their personal vehicles in the Welcome Center parking garage, which is located just north of the Power Plant across from the Bank of Kentucky Center. More information for parking: <http://parking.nku.edu/rules/guidelines.html>
7. **GENERAL PROJECT COORDINATION:** All work and information requests by the Contractor shall be coordinated through the assigned NKU Project Manager. Any direction provided by the campus Operations & Maintenance Staff and/or the project user group shall NOT be considered official direction from the University unless authorized in writing from the assigned NKU Project Manager. Contractor will NOT be compensated for work performed without written authorization from the assigned NKU Project Manager.

8. **TEMPORARY USE OF CAMPUS UTILITIES:** As a general rule, utilities required by the Contractor to perform their work can be obtained from the University. However, the University reserves the right to require the Contractor to furnish a meter to record the usage of each provided utility for the duration of the project. For projects requiring utility metering, a deduct change order will be issued at the end of the Project to reimburse the University for the Contractor utility usage. The Contractor is responsible for determining and coordinating the procurement of any utility where the University cannot reasonably provide.
9. **CAMPUS UTILITY SHUTDOWNS:** Unless noted otherwise for a specific project, at least seven (7) calendar days notice is required for any campus utility shutdowns and/or any road/parking lot closures necessary for the Contractor to perform their work. All utility shutdowns and closures shall be coordinated with the assigned NKU Project Manager, and the University reserves the right to schedule these shutdowns and closures at night and/or on weekends to minimize disruptions to the campus community. All requests for assistance from NKU's Operations & Maintenance staff in locating existing utilities shall also be submitted to the assigned NKU project manager at least (7) calendar days in advance.

#### 10. **Change Orders/Work Change Proposal Requests**

Work Change Proposal Requests (Change Orders) are not instructions to either stop work in progress or to execute the proposed change. Changes in the Work initiated by the University, the consultant or the contractor must be approved by the University, typically in writing via approved Construction Change Authorization (CCA), before contractor may proceed with the work. Pricing and any contract time adjustments shall be provided within specified time or 20 days when not specified, after receipt of Proposal Request. Work Change Proposal shall be all inclusive and shall include:

- A. A list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities;
- B. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts;
- C. Include costs of labor and supervision directly attributable to the change; and,
- D. Include any adjustment to contract schedule as a result of this change.

Overhead and Profit for each Work Change Proposal may include up to 15% in mark-up, overhead and profit, with the split among the general contractor and any subcontractors determined by the contractor, but in no case shall the total exceed 15%. Upon approval, the CCA shall be added as a line item to the Payment Application.

#### 11. **Contractor Payments**

- A. Provide a Schedule of Values equal to the Contract Sum for approval at least seven days prior to submission of the first payment application. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports, and generally coordinate with Project Manual/Specifications table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
- B. Each approved Construction Change Authorization (CCA) shall be listed on the Payment Application as a separate line item.
- C. Provide separate line items in the Schedule of Values for any Allowances included in the Bid.
- D. Retainage shall be held at 10% of completed work until completed work reaches 50% of the Contract Sum and any approved CCA's, at which time it may be reduced, at the consultant's and/or University's discretion, to no less than 5%.



Provide completed Consent of Surety Form prior to submitting Pay Application which requests reduction in retainage. Retainage can be released at Final Completion of the Project. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

- E. When Payment is requested for items stored off-site, proof of insurance must be provided, and the University reserves the right to inspect the stored items prior to approval of Payment.

**12. Waiver of Mechanic’s Lien**

With each Application for Payment, submit waivers of mechanic’s lien from entities lawfully entitled to file a mechanic’s lien arising out of the Contract and related to the Work covered by the payment. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.

**13. Safely Working on Campus**

The [Contractor’s Guide to Safely Working on Campus](#) is available on the [Safety and Emergency Management](#) website under [Occupational Safety](#) (“Resources”), and includes information on Key Assignment, the Hot Work Permit, the Red Tag Permit, Accident/Incident Reporting, and Emergency contacts.

**Bid Bond**  
5% of Contract Price

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ (here insert full name and address or legal title of Contractor)  
as Principal, hereinafter called the Principal, and \_\_\_\_\_ (here insert full name and address or legal title of Surety)  
a corporation duly organized under the laws of the State of Kentucky as Surety, hereinafter called  
Surety, are held and firmly bound unto **Northern Kentucky University** as Obligee, hereinafter  
called Obligee, in the sum of :

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
representing 5% of the Principal's total bid price and for the payment of which sum well and truly  
to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_ (Here insert full name, address and description of project)  
NOW THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified, or if no period is  
specified, within 45 days after its opening, and the Principal shall enter into a Contract with the Obligee in accordance  
with the terms of such bid, and give such bid or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and  
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and  
give such bonds or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to  
remain in full force and effect.

Signed and sealed this day of \_\_\_\_\_ 2022

(Principal)	(Seal)
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\_\_\_\_\_  
(Witness)

(Title)	
(Surety)	(Seal)

\_\_\_\_\_  
(Witness)

(Title)

***THIS DOCUMENT MUST BE NOTORIZED***

**This is only an example. Other forms may be used.**

**FORM OF PROPOSAL**

**LUMP SUM BASE BID**

The Bidder agrees to furnish all labor, materials, supplies, supervision and services required to perform this contract in a workmanlike manner. These services to be provided in accordance with Specifications and Contract Documents.

**Math Education and Science Loop, Lot J and Power Plant to Nunn Drive Specified Area Scope of Work**

**1. Milling Existing Asphalt 1'5 inches Deep 7600 SY**

for \_\_\_\_\_dollars\_\_\_\_\_cents  
PER S.Y. \$ \_\_\_\_\_\$ \_\_\_\_\_

**2. Cleaning and Tack Coat 7,600 SY**

for \_\_\_\_\_dollars\_\_\_\_\_cents  
PER S.Y. \$ \_\_\_\_\_\$ \_\_\_\_\_

**3. Place 1.5 Inch Thick Compacted Bituminous Surface Course 7,600 SY**

for \_\_\_\_\_dollars\_\_\_\_\_cents  
PER Ton \$ \_\_\_\_\_\$ \_\_\_\_\_

**4. Edge Sealing at Pavement Edges**

for \_\_\_\_\_dollars\_\_\_\_\_cents  
PER Lineal Foot \$ \_\_\_\_\_\$ \_\_\_\_\_

**5. Replace All Painted Road Striping, with Thermoplastic Crosswalks and Stop Bars, where Existing, to KYDOT Standards**

for \_\_\_\_\_dollars\_\_\_\_\_cents



PER Lineal Foot \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Total bid for Specified Area of Math Education and Science Loop, Lot J and Power Plant to Nunn Drive  
Specified Area Scope of Work**

for \_\_\_\_\_ dollars \_\_\_\_\_ cents

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents  
(USE WORDS) (USE WORDS)

\$ \_\_\_\_\_  
(USE NUMBERS)



THIS BID SUBMITTED BY:

\_\_\_\_\_

(Name and Address of Bidder)

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

**NOTE:** *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Bid to be valid.*

*This Bidder, in compliance with this Request for Bid, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for the final negotiated price.*

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_