



CITY OF FORT THOMAS
INSTRUCTIONS TO BIDDERS

1. Read the City of Fort Thomas Tower Park Tennis Courts Renovation Bid Form, Agreement, and Specifications attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - The amount of the bid or proposal.
 - The complete name, address, telephone number and e-mail address of the Bidder.
 - The signature of the Bidder or someone signing for the Bidder.
 - The printed name of the signatory.
 - The date.

Complete the Agreement attached hereto and made a part hereof by reference by:

Providing the printed name of the Bidder as the Contractor in the blank in the first paragraph.

Signing the Agreement at the end.

4. Have the signature on the Agreement notarized.
5. Include a Bid Bond, provided by a surety company authorized to do business in the Commonwealth of Kentucky, in an amount equal to at least five percent (5%) of the amount of the bid. (KRS 45A.185) A Performance/Payment Bond will be required if awarded the bid.
6. Seal the signed Bid Form, Bid Bond, and signed and notarized Agreement within an envelope with the words **“City of Fort Thomas Tower Park Tennis Courts Renovation Bid”** written or otherwise indicated on the outside of the envelope; and deliver the sealed envelope to the office of the Fort Thomas City Clerk, 130 N. Fort Thomas Avenue, Fort Thomas, Kentucky no later than 2:00 p.m. prevailing time on or before October 7, 2024.

BID FORM

The undersigned Bidder hereby authorizes the City of Fort Thomas to investigate the Bidder and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City of Fort Thomas to determine the responsibility and ability of the bidder to comply with terms and provisions hereof.

Bid Amount _____

Complete Name of Bidder _____

Signature of Bidder or
Authorized Representative _____

Printed Name of Signatory _____

Complete Address of Bidder

Telephone Number of Bidder _____

E-mail address of Bidder _____

Date _____

CITY OF FORT THOMAS
TOWER PARK
TENNIS COURTS RENOVATION
AGREEMENT

This Agreement is by and between the CITY OF FORT THOMAS, a city in Campbell County, Kentucky, which shall hereinafter identified and referred to as the “CITY” and _____, who shall hereinafter be identified and referred to as the “CONTRACTOR”;

WITNESSETH:

WHEREAS, the City has provided for the making of a public improvement known as “Tower Park Tennis Courts Renovation Project”, hereinafter referred to as the “Project”, described in the plans and specifications of the City Engineer; and

WHEREAS, on September 23, 2024, the City advertised in the LINK nky for bids to provide all of the labor, material, tools, equipment, supplies, and personnel necessary for the Project, a copy of bid specifications are attached hereto and made a part by reference; and

WHEREAS, on or before October 7, 2024 at 2 p.m., the City received the bid from the Contractor attached hereto and made a part of hereof by reference; and

WHEREAS, the bid of the Contractor was accepted by the City at a regular meeting of the Fort Thomas City Council on October 21; and

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, the City and the Contractor hereby agree as follows:

1.0 Contractor’s Work

The Contractor shall and hereby agrees to promptly and efficiently provide, furnish and deliver in the highest and best manner, all labor, material, tools, equipment, supplies, and personnel necessary for the Project, all of which shall hereinafter be identified simply as the “Work of the Contractor” and shall include all items set forth in both the bid specifications and bid submitted by the Contractor; and

2.0 Time of the Work of the Contractor

The Work of the Contractor shall begin within _____ **days**, weather permitting, after this Agreement is signed on behalf of the City and a copy thereof mailed to the Contractor by certified mail return receipt requested; and the pavement replacement must be completed **within** _____ **days**. Time is of the essence for this project and inasmuch, Contractor shall pay liquidated damages in the amount of **\$500.00** per day, for each day that extends past **ninety (90) days**, weather permitting.

3.0 Contractor's Insurance

Prior to and during the Work of the Contractor, the Contractor shall cause to be issued and maintained the following policies of insurance through companies approved by the City in which the coverage of the Contractor is primary and noncontributory in regard to all liability coverage, including, without limitation, excess and umbrella policies:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. *The City of Fort Thomas must be named as an Additional Insured; the certificate shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Fort Thomas.*
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
3. Workers Compensation Coverage specific to the State of Kentucky.
4. If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.
5. If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$1,000,000.

The Contractor shall not commence any of the Work of the Contractor until the City is satisfied with and has approved all of the insurance policies and endorsements required hereby and has received certificates evidencing that the Contractor is insured thereby.

4. Quality of Contractor's Work

The Contractor shall and hereby agrees that all of the Work of the Contractor shall be of superior quality.

5. Contractor's Protection of Work

Until the Work of the Contractor is accepted and paid for by the City, the Contractor shall and hereby agrees to protect the finished and unfinished Work of the Contractor against any damage, loss or injury; and in the event that any damage, loss or injury occurs to any of the Work of the Contractor for which the Contractor has not been paid, the Contractor shall promptly replace or repair that work, whichever the City determines to be appropriate in the circumstances, in the sole and absolute discretion thereof.

6. Contractor's Compliance with Other Laws

In the performance of the Work of the Contractor, the Contractor shall and hereby agrees that it and all of its subcontractors shall comply with all of the regulations and other requirements of the state and federal Agencies and also comply with Chapters 337, 338, 339, 341, 342, and 344 of the Kentucky Revised Statutes; and all the provisions of the Federal Americans with Disabilities Act and the

regulations of the Federal Employee Opportunity Commission in regard thereto. In addition to, Contractor shall comply with prevailing wage laws.

7. Contractor's Indemnification of City

The Contractor shall indemnify and hold the City and the officers, agents, employees and volunteers thereof, harmless from each, every, any and all losses, expenses, costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and in equity, including, without limitation, liens of mechanics and materialmen, third party actions and actions for contribution and/or indemnification, which are in any way related to the acts or omissions of the Contractor or the officers, agents, employees and volunteers thereof in regard to the Project.

8 Payments to Contractor

For the Work of the Contractor that has been approved and accepted by the City, the City shall and hereby agrees to pay the Contractor in the following manner according to the Bid of the Contractor attached hereto and incorporated herein by reference:

8.1 Upon the completion of the Work of the Contractor, the Contractor shall submit to the City mechanics lien affidavits or cancelled checks establishing that the labor and material of the employees of the Contractor and others for the Work of the Contractor has been paid by the Contractor.

8.2. Upon receipt of the documents indicated in subparagraph 8.1, the City shall, within fourteen (14) days after the receipt thereof, pay the Contractor according to the attached Bid of the Contractor for the Work of the Contractor that has been approved and accepted by the City.

9. Contractor's Bond

Simultaneously with the execution of this Agreement, the Contractor shall and hereby agrees to deliver to the CITY, a performance and payment bond in an amount equal to one hundred percent (100%) of the total cost indicated in the Proposal, with corporate surety approved by the CITY.

10. Contractor's Responsibility

10.1 Extra cost incurred during construction operations due to inclement weather conditions are at the contractor's expense.

10.2 It shall be the Contractor's responsibility to notify all appropriate governing agencies for inspection. The amount of advance notice should be coordinated with each agency.

11. Interference with Traffic and Private and Public Property

11.1 The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private business or with private and public travel on the public highway. All damage (other than resulting from normal wear and tear) to existing roads or pavements shall be repaired to as good condition as they were prior to the beginning of the work and to the satisfaction of the Engineer.

11.2 The Contractor shall wherever necessary or required provide and maintain proper barricade, fences, danger signals, signs, and light, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect the life, property, adjacent buildings, and structures.

The Contractor shall be liable for and hold the Owner free and harmless from all damages occasioned in any way by his act or neglect or that of his agents, employees, or workmen.

11.3 Where the Contractor finds it necessary to remove excavated material to some other location, care should be taken not to overload trucks which would in turn spill material out upon city streets and/or highways. Any such material supplied on city streets and/or highways shall be immediately cleaned up from the location and disposed of.

11.4 Where it is necessary and is agreeable with the public and private property owners, excavated materials may be temporarily piled in the streets or roadways; however, one lane of traffic must be maintained at all times.

11.5 The Contractor shall comply with any regulations requested by State or Federal Highway Officials when construction is within their rights of ways. After excavated materials have been removed, all hard surface streets or roadways shall be thoroughly cleaned and left free of dirt and dust. Streets or roadways which do not have surfaces must be restored to their original condition at the expense of the Contractor. By no means will the Contractor be permitted to store excavated materials in streets or roadways overnight. Whether excavated materials are stored in the street or not, the Contractor shall at his own expense keep all streets or roadways free of all dirt and dust.

12.0 Miscellaneous Provisions

12.1 Governing Law

This Agreement shall be interpreted, construed and governed by Kentucky law.

12.2 Severability

If any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid and enforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

12.3 Assignability

This Agreement may not be assigned by the BIDDER without the written consent of the City.

12.4 Amendment

This Agreement may be amended only by a written agreement signed by the City and the BIDDER

12.5 Prior Agreements

This Agreement constitutes the entire agreement and understanding between the BIDDER and the City in regard to the subject matter thereof; and it supersedes all prior agreements, representations and understandings between them, written or oral.

12.6 Headings

Headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of, restrict or otherwise modify any of the terms and provisions hereof.

12.7 Waiver

No consent to or waiver by either Fort Thomas or Recipient of any breach or default of any provision of this agreement by the other, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

12.8 Notices

All notices required by the provisions of this agreement shall be in writing and mailed by certified mail, return receipt requested, as follows, unless otherwise provided by any signatory to this agreement to all other signatories.

Eric Haas, Mayor, City of Fort Thomas

130 N. Fort Thomas Ave.

(PRINTED NAME OF BIDDER)

(PRINTED MAILING ADDRESS OF BIDDER)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE CONTRACTOR AND THE CITY OF FORT THOMAS BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Eric Haas, as Mayor of the City of Fort Thomas, on _____, 2024.

MAYOR ERIC HAAS

NOTARY PUBLIC
Kentucky, State at Large

Commission Expires _____
State of _____
County of _____

SUBSCRIBED AND SWORN TO before me, a Notary Public, by

_____ of _____
PRINTED NAME OF SIGNATORY PRINTED NAME OF CONTRACTOR
on _____, 2024.

NOTARY PUBLIC

Signature of Signatory

Commission Expires _____
State of _____
County of _____

SPECIFICATIONS

Scope of Work

All work to be completed within 60 days of acceptance.

Provide and install all required materials to re-pave, resurface color coat, and stripe tennis court surface.

Court Prep

- Pressure Wash with a water-based spray unit the entire surface to promote proper adhesion of the court surfacing material.
- Sand Down any bumps in the court.
- Grind down high spots to lessen the severity

Low Spot “Birdbath Repairs”

- After it rains or flood the courts inspect the courts after one hour. At that time inspect the courts for any depressions, and areas holding water deeper than 1/8” should be clearly marked to establish the birdbath outline. Once they are completely dried, the outlined area shall be patched and leveled using acrylic court leveling material (or equivalent/improved material).
- Sand all areas repaired to smooth the surface.
- Prime all repairs with 2 coats of textured Resurfacer to fill any voids and hide the repairs.

Crack Repair

- Clean out all cracks..
- Fill _____ (fill in your estimate) LF of cracks their entire depth with acrylic patch binder material and sand down.
- Feather and sand down all and sand down all crack repairs to be even with the adjacent court surface.
- Install Rite Way Crack Repair System by a certified Riteway crack repair contractor (or equivalent/improved material).

Color Coatings

- Clean entire surface prior to sports coatings with blowers, scrapers & brooms.
- Install 2 Coats of Novacrylic Combination Acrylic Sports Coatings by a certified Nova Sports USA contractor. (or equivalent/improved material).
- Stadium Blue interior and Grass Green Interior
- Minimum of 15 Gallons of water up to 21 Gallons of water to 30 Gallons of Combination surface (or equivalent).

- Spreading rate of **0.05625 per Sq yd per coat**/160-190 Sq Ft per gallon, per coat (or equivalent).
- Note: Minimum Application Temperature is 50 degrees and rising for 72 hours or the paint will not cure properly (unless specified otherwise and noted on your bid).

Lines

- Install white playing lines according to USTA Specifications.
- Install Nova Seal a line (or equivalent/improved material).
- Install white textured tennis court lines by hand (or equivalent).

Clean Up

- Remove all materials, equipment, barrels etc from the site and restore the general site to an acceptable condition.