1.1 PROJECT INFORMATION
A. Project Name: Kenton County – Independence Courthouse Clerk Area Renovation
B. Owner: Kenton County Fiscal Court
C. Architect: GRW Engineering / Architecture / Geospatial
D. Architect Project Number: 4500-05
E. Date of Addendum: July 22, 2020

1.2 NOTICE TO BIDDERS
A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
C. The date for receipt of bids is unchanged by this Addendum, at same time and location.

1.3 REVISIONS / CLARIFICATIONS
A. Bid Form
   1. Added bid breakout for electrical
   2. Added subcontractor for electrical
   3. Added line to acknowledge addendum 3
B. AD401
   1. Added Keynotes 7 and 8
C. AE401
   1. Added Keynote 8
D. Revision: Specification section 051200 - Structural Steel Framing.
   1. AISC fabricator and installer qualifications are not required. The fabricator/installer shall have a minimum of 5 years of experience and a minimum of 25 successfully completed structural steel projects. The requirements for the welder remain unchanged.
1.4 ATTACHMENTS

A. 000005 - Kenton Co Bid Form
B. AD401
C. AE401

END OF DOCUMENT 009113
SUBMISSION INFORMATION

BID/PROPOSAL INDEPENDENCE COURTHOUSE RENOVATION CLERK AREA RENOVATION

SUBMISSION INFORMATION

BID/PROPOSAL INDEPENDENCE COURTHOUSE RENOVATION CLERK AREA RENOVATION

BID OPENING DATE: July 23, 2020
TIME: 2:00 PM LOCAL TIME
LOCATION PURCHASING DEPARTMENT

Kenton County Fiscal Court
1840 Simon Kenton Way, Suite 5200
Covington, KY 41011
Submit 1 original and 3 copy(s) of the bid/proposal.
BUYER Holly Hill 859-392-1420
DATE OF RFB/RFP July 13, 2020

REQUEST FOR BID/PROPOSAL INFORMATION

Date: _____________________________ Telephone: _____________________________

Company Name: __________________ Fax: _____________________________

Address: __________________________________________________________________

City: ____________________________ State: __________ Zip Code: __________

Contact Person: __________________ Title: _____________________________

Cell Phone: ___________________ E-mail: _____________________________

Authorized Signature: __________________________________________________________________

The signee hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items listed, subject to all instructions, conditions, specifications and attachments hereto. The bidder/offeror affirms to the Kenton County Fiscal Court the ability to meet all requirements and further affirms that the work will be done in compliance with all Federal, State and Local codes, ordinances, and regulations.
1. **AUTHORITY**  This Request for Bids/Proposals is issued pursuant to applicable provisions of the Kenton County Purchasing Ordinance.

2. **BID/PROPOSAL OPENING**  Sealed bids/proposals will be received at the Kenton County Purchasing Department until the date and time specified, at which time they shall be opened in public. Late bids/proposals shall be rejected and returned unopened to the sender. Kenton County does not prescribe the method by which bids/proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids/proposals. Facsimile bids/proposals will not be accepted.

3. **BID/PROPOSAL PREPARATION**  Bids/Proposals must be submitted on the bid/proposal form when provided and all information and certifications called for must be furnished. Bids/Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals. Bids/Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in blue ink by a person or persons legally authorized to bind the bidder/offeror to a contract. Name of person signing should be typed or printed below the signature.

4. **BID/PROPOSAL ENVELOPES**  Envelopes containing bids/proposals must be sealed and addressed to the Kenton County Purchasing Department. The title of the bid/proposal as specified in the RFB/RFP document must be shown on the outside of the envelope.

5. **ERRORS IN BIDS/PROPOSALS**  Bidders/Offerors are cautioned to verify their bids/proposals before submission. Negligence on the part of the bidder/offeror in preparing the bid/proposal confers no right for withdrawal or modification of the bid/proposal after it has been opened. In case of error in the extension of prices in the bid/proposal, the unit prices will govern. All price extensions are to be checked by the buyer to insure the total bid/proposal is accurate.

6. **RESERVED RIGHTS**  Kenton County reserves the right at any time and for any reason to cancel this Request for Bids/Proposals, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternate bid/proposal. Kenton County reserves the right to waive any immaterial defect in any bid. Kenton County may seek clarification from any bidder/offeror at any time and failure to respond promptly is cause for rejection.

7. **INCURRED COSTS**  Kenton County will not be liable for any costs incurred by bidders/offers in replying to this Request for Bids/Proposals.

8. **AWARD**  It is the intent of Kenton County to award a contract to the lowest responsible bidder/offeror meeting specifications. Kenton County reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of Kenton County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder/offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance,
workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Bids/proposals accepted by the Kenton County Fiscal Court will be available to all local municipalities in Boone, Campbell and Kenton Counties.

9. **PRICING** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. **DISCOUNTS** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

11. **OCCUPATIONAL LICENSES** All Bidders/Offerors must have or obtain a Kenton County and Cities Occupational License prior to performing any work in Kenton County or any of its Cities, Kenton County Ordinance 225.19, Section III (a). Bidders/Offerors must be in full compliance with all Kenton County and Cities’ Occupational License Ordinances (KENTON COUNTY FISCAL COURT ORDINANCES 78-6-1, 220.8, 223.0, 223.7, 225.19, 225.25) prior to awarding of a contract. Kenton County shall have the right to reject any bids/offers from Bidders/Offerors that are not in compliance with Kenton County and Cities’ Occupational License Ordinances.

12. **TAXES** Kenton County is not subject to Federal Excise tax. Per Kentucky Administrative Regulation 103 KAR 30:225E, Kenton County is exempt from state and local taxes.

13. **SPECIFICATIONS** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids/Proposals on equivalent items will be considered, provided the bidder/offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder/offeror specified otherwise, it is understood the bidder/offeror is offering a referenced brand item as specified or is bidding/offering as specified when no referenced, and does not propose to furnish an “equal.” Kenton County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.

14. **SAMPLES** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the vendor’s expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder/offeror’s name, item reference, manufacturer’s brand name and number.

15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS** Bidder/Offerors shall promptly notify Kenton County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder/offeror shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **VARIANCES** State or list by reference on the reverse side of the Bid/Proposal form herein any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION** The Seller shall indemnify and hold harmless Kenton County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against Kenton County as a consequence of granting the Contract.

18. **DEFAULT** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, Kenton County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. Kenton County shall be entitled to recover its attorney’s fees and expenses in any successful action by Kenton County to enforce this contract.

19. **BID BOND** A Bid Bond amounting to five (5%) percent of the proposed bid/proposal price must be provided with the response. The Bid Bond may be in the form of a surety bond, cashier check or other form of surety satisfactory to the county attorney. If the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the Fiscal Court a specific amount because of default on part of the bidder.

20. **PERFORMANCE BOND** A Performance Surety Bond amounting to one hundred (100%) percent of the Contract price must be provided prior to execution of the contract assuring Kenton County that the project will be pursued with due diligence and completed according to the plans and specifications. This requirement may also be met by a letter of credit.

21. **INSPECTION** Materials or equipment purchased are subject to inspection and approval at Kenton County’s destination. Kenton County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller’s warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the seller promptly after rejection.

22. **WARRANTY** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Kenton County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller’s risk and expense. Acceptance shall not relieve the Seller of its responsibility.

23. **REGULATORY COMPLIANCE** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish “Material Safety Data Sheets” on all chemicals.
24. **EQUAL EMPLOYMENT OPPORTUNITY**  Contractor shall comply with the Kentucky Human Rights Act, HRA 344.150 – 344.270 as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.

25. **ROYALTIES AND PATENTS**  Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold Kenton County harmless from loss on account thereof.

26. **LAW GOVERNING**  This contract shall be governed by and construed according to the laws of the Commonwealth of Kentucky. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Kenton County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Kenton County contracts for a period of two (2) years.

27. **LIABILITY INSURANCE**  Unless otherwise provided herein, Liability Insurance in the amount of $1,000,000.00 must be maintained throughout the life of the contract. A Certificate of Insurance naming Kenton County as co-insured must be submitted prior to execution of the Contract. The policy must provide that Kenton County (as co-insured) shall be given at least a 10 day advance written notice of any proposed cancellation or termination of the policy.

28. **WORKERS’ COMPENSATION**  A Workers Compensation certificate shall accompany all bidding documents as proof of payment. Kenton County may request proof of Certification at such other times during the life of the Contract as it deems necessary. Bids/proposals accepted by the Kenton County Fiscal Court will be available to all local municipalities in Boone, Campbell and Kenton Counties.
GENERAL

The Kenton County Fiscal Court is seeking proposals for the Kenton County Building Maintenance for Clerk Area Renovation at the Independence Courthouse located at 5272 Madison Pike, Independence, Kentucky 41051.

This work shall include all labor, material and equipment necessary for the Independence Courthouse Clerk Area Renovation.

All materials and supplies are to be new as provided by the manufacturer.

All materials shall be delivered to the jobsite in manufacturer’s original, un-opened containers, with manufacturer’s seals and labels intact, dry and undamaged.

On site stored materials are the responsibility of the Contractor.

Materials shall be installed according to manufacturer’s recommendations.

All bidders are encouraged to visit the work site and become familiar with the location and conditions of which they will be obligated to work under.

SCOPE OF WORK

The Contractor is to furnish all labor and materials to complete Clerk Area Renovation at the Independence Courthouse according to the following summary and construction documents

1. Selective demolition
2. Concrete masonry units
3. Structural steel lintels
4. Clerk service desk mill work
5. Clerk aluminum / glass service windows / doors / hardware
6. Interior finishes
7. Clerk service window blinds
8. Electrical
BID PRICE

$___________________

BID BREAKDOWN BY SCOPE OF WORK ABOVE

1. $___________________
2. $___________________
3. $___________________
4. $___________________
5. $___________________
6. $___________________
7. $___________________
8. $___________________

ALTERNATE 1, Contractor proposed expedited schedule less than 60 calendar days per Specification 012300 Alternates.

$___________________

UNIT PRICES

1. VCT flooring SF / $___________________
2. LVT flooring SF / $___________________
3. Flooring demo SF / $___________________

Manufacturer / Model

1. Aluminum framed entrances / storefront ________________
2. LVT Flooring ________________
3. Roller Window Shades ________________

Subcontractor
1. Structural Steel ___________________
2. Plastic laminate cabinets and countertops ___________________
3. Aluminum framed entrances / storefront ___________________
4. Flooring ___________________
5. Roller Window Shades ___________________
6. Electrical ___________________

ADDENDUM ACKNOWLEDGEMENT

1. $___________________
2. $___________________
3. $___________________

START AND COMPLETION DATE

Please, indicate the time line for start and completion date. Maximum 60 calendar days per bid advertisement or proposed expedited schedule less than 60 calendar days per alternate.

Start Date _____________________ Completion Date _____________________

Contractor must notify Holly Hill at 859-392-1420 if there is a reason of delay or unless delayed reasons of Force Majeure.

Evaluation and Selection:

Kenton County will evaluate proposals based on prices, vendor’s qualifications, and additional factors deemed relevant. The County retains the right to refuse any and all proposals.

The Fiscal Court reserves the right to clarify all information submitted in response to this RFB and resolve any inconsistencies in the bids. All parties must possess the necessary certificates of insurance, performance bond, and the various permits and licenses required by federal, state and/or local laws to engage in these services in the Commonwealth of Kentucky as defined herein.

CLEAN UP & DISPOSAL
Contractor is responsible for maintaining a clean and safe area. Removal and disposal of all wasted materials shall be done on a continuous daily basis.

**WARRANTY**

The Contractor shall provide a one year warranty for materials and labor. Furnish manufactures warranties as indicated in the specifications.
1. REMOVE HALF DOOR AND JAMB, PREP FOR NEW ALUMINUM FRAMED 3'-0" DOOR.
2. REMOVE PORTION OF DESK AND RAISED FLOOR AND PREP FOR NEW STEP AND PARTIAL HEIGHT WALL.
3. REMOVE COUNTER MOUNTED DIVIDERS AND COUNTERTOP.
4. REMOVE PORTIONS OF THE WALL. TERMINATE CONDUCTORS AS REQUIRED TO REMOVE PORTION OF THE WALL.
5. REMOVE AND RELOCATE ELECTRICAL OUTLET. CENTER IN REMAINING PORTION OF WALL.
6. REMOVE SURFACE MOUNTED COMM / DATA OUTLETS. PATCH SURFACE TO MATCH ADJACENT AND PAINT.
7. CONTRACTOR TO ASSUME RESPONSIBILITY FOR EXISTING PROJECT CONDITION AND TAKE MEASURES TO INSURE SAFETY OF WORKERS NEEDED TO COMPLETE WORK IN A SAFE AND SECURE MANNER.
8. DIMENSIONS ON DRAWINGS WERE GATHERED BY FIELD MEASUREMENTS - ACTUAL DIMENSIONS MAY VARY FROM THOSE PROVIDED. FIELD MEASUREMENTS WERE TAKEN FOR PURPOSE OF REPRODUCING AND RE-ENDORSED DRAWINGS. Dimensional information is subject to manufacturer specifications, with minor variances not to exceed 1/4".
9. VERIFY ELECTRICAL CIRCUITS ARE DE-ENERGIZED PRIOR TO COMMENCEMENT OF DEMOLITION WORK.
10. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.
NEW CLERKS AREA 8 WINDOW

PUBLIC WAITING WALL - ENLARGED ELEVATION

SCALE: 1/2" = 1'-0"

SHEET KEYNOTES:

1. Provide flooring transition strip and VCT to match existing.
2. Provide rubber risers, treads, skirts, nosing, as required to finish new steps.
3. Use salvaged carpet tile as required to transition to rubber nosing.
5. Provide new 3'-0" x 7'-0" window/4" head/jamb and 10" kick. Provide office type hardware with pushbar exit.

SCALE: 1/4" = 1'-0"

NEW CLERKS AREA 8 WINDOW

1. NEW 3'-0" x 7'-0" window/4" head/jamb and 10" kick. Provide office type hardware with pushbar exit.