LEGAL NOTICE FOR

BID # 2024-03 LOW ROAD LOADOUT PROJECT

REQUEST FOR BIDS OWENSBORO RIVERPORT AUTHORITY

Notice is hereby given that the Owensboro Riverport Authority is requesting proposals to Install a Concrete Ramp and Low Dock Loading Pad. BIDDERS must be a KYTC prequalified CONTRACTOR in Class B-Portland Cement Concrete Paving. Any BIDDER seeking prequalification can fill out an application from the Kentucky Transportation Cabinet website. Copies of the Request For Proposals are available from the Owensboro Riverport Authority, by contacting Michelle Payne, Purchasing Agent, at mapayne@owensbororiverport.com. All proposals shall be submitted in accordance with requirements set forth in the RFP and shall be received at 1771 River Road, Owensboro, KY before 2:00 p.m., (CST), September 10, 2024. All late proposals will be returned unopened. Emailed proposals are not accepted. Owensboro Riverport Authority reserves the right to postpone, accept or reject any and all proposals and to waive any informality in the bid process as Owensboro Riverport Authority deems in its own best interest.

BID OPENING TIME: 2:00 p.m. CST

SCOPE: Owensboro Riverport Authority ("ORA") invites qualified suppliers/contractors to submit proposals for the above referenced project in accordance with Specifications contained in the Request for Proposal.

GENERAL COMPLIANCE:

Please read these instructions carefully.

ON SITE VISITS: On site visits can be scheduled by contacting Michelle Payne @mpayne@owensbororiverport.com.

"NO PROPOSAL": Proposers unable or unwilling to submit a proposal should immediately return the "Quote Sheet" only with "No Bid" marked clearly on the outside of the envelope. Any vendor not submitting a proposal is encouraged to indicate the reason(s) for not participating.

ALTERNATE PROPOSALS: It is not the intention of the specifications contained herewith to eliminate any proposer; however, quoted items must equal or exceed stated specifications. Alternate proposals will be accepted only when such alternates have been requested.

INDICATION OF COMPLIANCE: Any deviation from the specification or where submitted literature does not fully support meeting the specification(s), must be clearly cited on the attached page labeled "Exceptions to RFP Specifications." No deviation below "minimum" specifications will be accepted.

PROPOSAL SUBMISSION: The proposal shall be signed in ink. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink.

All proposals, any accompanying letters, forms, samples, pictures, catalogs, or any other pertinent material that accompanies the proposal becomes the property of ORA and will not be returned to the proposer unless an agreement in writing is secured before the proposal is submitted.

The signed completed original proposal package and two (2) copies must be placed in a sealed envelope with the proposal number and opening date clearly marked on the outside of the envelope. The first page of the original proposal should be marked "Original" and the first page of the copies should be marked "Copy." The proposal shall be addressed and delivered to Michelle Payne, Purchasing Agent, 1771 River Road, Owensboro, KY 42301 prior to proposal opening date and time listed at the top of the page.

ANY PROPOSAL NOT RECEIVED PRIOR TO SCHEDULED DEADLINE WILL BE REJECTED AND RETURNED UNOPENED.

Emailed proposals will not be accepted.

METHOD OF PROCUREMENT: Competitive Negotiation (KRS45A.370) will be the method of procurement for the purchase of the item(s) specified herein.

KENTUCKY OPEN RECORDS LAW: At the time a bid or proposal is submitted to ORA, Vendor shall identify any information that is submitted as part of the Proposal that is proprietary or confidential in nature and not subject to release for public inspection. ORA will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

BID OPENING TIME: 2:00 p.m. CST

METHOD OF AWARD: This Proposal will be evaluated on the evaluation criteria established in the Proposal specifications.

ORA reserves the right to reject any and all Proposal or to waive any informalities, irregularities, or minor defects in said Proposal. The right is also reserved to award Proposal based on the best interest and/or most advantageous to the ORA.

Award will be made to the lowest responsive and responsible Proposer meeting specifications and who have demonstrated experience with similar work in the recent past. ORA reserves the right to consider as a part of the Proposal evaluation the stated warranty, stated delivery schedule and payment terms. See Evaluation Process.

PRICING/TAX EXEMPTIONS: All prices shall be quoted exclusive of any taxes that are not applicable. ORA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to ORA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor/vendor that will be used in the fulfillment of a contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Prices quoted shall remain firm and open to acceptance by ORA for a minimum period of sixty (60) days after proposal opening.

SHIPPING CHARGES: All items quoted shall be "F.O.B. Destination." No additional freight charges will be allowed.

TARGET COMPLETION DATE: November 30, 2024. Any exception to this completion date should be noted as EXCEPTION.

BID SECURITY: Each bid must be accompanied by cash, Cashier's Check, or a Bid Bond duly executed by the bidder as principal and having as surely thereon a surety company approved by ORA, in the amount of five percent (5%) of the bid. Such checks will be returned promptly after ORA and the accepted bidder have executed the contract, or if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder any time thereafter, as long as he has not been notified of the acceptance of his bid.

The successful bidder upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of acceptance of bid, shall forfeit to ORA the security deposited with his bid as damages for such failure or refusal.

Furthermore, any vendor awarded a contract who fails to fulfill all obligations on this contract may be disqualified from bidding on any ORA bids for a period of up to five (5) years.

PERFORMANCE BONDS: The contractor will be required to furnish a 100% Performance Bond. Bond shall be furnished within ten (10) working days after receipt of award notification.

Should the contractor fail to perform as indicated herein ORA reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken, the contractor shall be responsible for all excess costs incurred by ORA. In

BID OPENING TIME: 2:00 p.m. CST

addition, should the contractor fail to perform as indicated herein the Performance Bond may be forfeited in part or its entirety.

PAYMENT BOND: The contractor will be required to furnish a Payment Bond in an amount equal to 100% of the contract amount to assure payment as required by any or all persons supplying labor and material in the execution of the work provided herein.

TERMINATION: This agreement may be terminated by either party, by giving written notice thereof, at least sixty (60) days prior to the expiration of each term.

FAILURE TO PERFORM: Any vendor awarded a contract who fails to fulfill all obligations on this contract may be disqualified from bidding on any ORA bids for a period of up to five (5) years

Should the contractor fail to perform as indicated herein ORA reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken, the contractor shall be responsible for all excess costs incurred by ORA.

SAFETY: Vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and ORA.

INSURANCE REQUIREMENTS: The successful Proposer covenants and agrees to maintain and keep in force during the term of the contract worker's compensation, property, casualty, and general liability in the following minimum amounts:

Type of Insurance	<u>Limits</u>
Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000/\$1,000,000 CSL
Commercial Automobile Liability	\$1,000,000
Umbrella Policy	\$3,000,000

On all general and automobile liability policies of insurance contractor shall have ORA named as an additional insured and shall further require that their liability carrier(s) notify ORA at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of Proposer's insurance certificate providing proof of insurance as stated above must be on file at ORA prior to Proposal award. Submission of insurance certificate copy may be included with the Proposal package.

HOLD HARMLESS AGREEMENT: The contractor/subcontractor covenants to save, defend, keep harmless, and indemnify ORA and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the contractor's/subcontractor's negligent performance or non-performance of the terms of the contract.

PROPOSER'S PERFORMANCE\QUALIFICATIONS: Proposer must demonstrate to the satisfaction of ORA that he has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any proposer who, in the opinion of ORA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful bidder must comply with the City of Owensboro ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular bid package.

SUBCONTRACTORS: Any subcontractors who may be employed by the prime contractor to fulfill the terms of the contract must be listed on the page entitled "Subcontractors Registry Page" within this proposal package. Subcontractors must adhere to the same requirements as the prime contractors. Copies of subcontractor's insurance policies including general liability and worker's compensation must be submitted with the proposal package

ADDENDA AND INTERPRETATIONS: No interpretation of the documents will be made to any proposal orally.

Every request for such interpretation should be in writing addressed to Michelle Payne, Purchasing Agent, P.O. Box 21955, Owensboro, KY 42304, or by e-mail at mpayne@owensbororiverport.com. All requests to be given consideration must be received at least three (3) days prior to the date fixed for the deadline of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed when available or mailed by certified mail with return receipt requested to all prospective proposers (at the respective addresses furnished for such purposes). Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his/her proposal as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on bid form.

EQUAL OPPORTUNITY STATUTES: ORA is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. ORA is also committed to employing only United States citizens and aliens who are authorized to work in the United States. ORA complies with the Immigration Reform and Control Act of 1986. Therefore, the successful proposer must demonstrate to the satisfaction of ORA that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the contractor will reimburse ORA for any damages incurred due to any violation of the above-mentioned statutes by the contractor while under contract to ORA.

TITLE VI:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the AUTHORITY agrees as follows:

The AUTHORITY will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The AUTHORITY further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The AUTHORITY agrees to provide, upon request, needed reasonable accommodations. The AUTHORITY will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

BID OPENING TIME: 2:00 p.m. CST

compensations; and selection for training, including apprenticeship. The AUTHORITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the AUTHORITY, the AUTHORITY will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The AUTHORITY will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The AUTHORITY will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the AUTHORITY'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part, and the AUTHORITY may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The AUTHORITY will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The AUTHORITY will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event AUTHORITY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the AUTHORITY may request the United States to enter into such litigation to protect the interests of the United States.

CONFLICTS OF INTEREST:

All proposers are responsible for complying with the following KRS 45A.455: Conflicts of Interest - Gratuities and Kickbacks - Use of Confidential Information

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

He, or any member of his immediate family has a financial interest therein; or a business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective

BID OPENING TIME: 2:00 p.m. CST

employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in concoction with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or

controversy, or other particular matter, pertaining to any contract or subcontract any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the price contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against conflicts and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person.

For further information on the conflict of interest statutes, see the "Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards" at KRS 45A.460, and "Definitions for Terms Used in KRS 45A.445 to 45A.460" at KRS 45A.445.

GENERAL REQUIREMENTS:

The proposal should include:

- 1. A list of qualifications.
- 2. A statement of your understanding of the work, descriptions of the work to be performed.
- 3. The approximate date the work will begin and end.
- 4. Provide warranty details.
- Names, addresses and telephone numbers of persons who may be contacted for reference.

BID OPENING TIME: 2:00 p.m. CST

SCOPE OF WORK:

Install a concrete ramp and low dock loading pad as specified in RFP Attachments:

- Sheet S1 General Notes
- Sheet S2 STA. 8+00 TO STA. 12+00.24 Plan
- Jointed Plain Concrete Pavement
- Concrete Pavement Joint Details

BIDDERS must be a KYTC prequalified CONTRACTOR in Work Class-B-Portland Cement Concrete Paving. Any BIDDER seeking prequalification can fill out an application from the Kentucky Transportation Cabinet website.

All WORK must be performed in accordance with the latest KYTC Standard Specifications.

All materials must be KYTC approved materials.

TARGET COMPLETION DATE: November 30, 2024. Any exception to this completion date should be noted as EXCEPTION.

EVALUATION PROCESS:

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

- 1. Mandatory Elements
 - a. The contractor/vendor is independent and qualified.
 - b. The contractor/vendor has no conflict of interest with regard to any other work performed by the contractor/vendor for ORA.
 - c. The contractor/vendor adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- 2. Technical Qualifications ORA Safety Requirements
 - a. Expertise and Experience
 - The contractor's/vendor's past experience and performance on comparable work
 - ii. The expertise and experience of the contractor's/vendor's to be assigned to the engagement
- 3. Ability to meet project schedule
- 4. Price

ORAL PRESENTATIONS: During the evaluation process, ORA may, at its discretion, request any one or all contractors to make oral presentations. Such presentations will provide contractors with opportunity to answer any questions ORA may have on a contractor's proposal. Not all contractors may be asked to make such oral presentations.

RIGHT TO REJECT PROPOSALS: Submission of a proposal indicates acceptance by the contractor of the conditions contained in this request for proposal unless clearly and specifically noted on the exception page in the proposal submitted and confirmed in the contract between the ORA and the firm selected.

ORA reserves the right without prejudice to reject any or all proposals.

BID OPENING DATE: SEPTEMBER 10, 2024
BID OPENING TIME: 2:00 p.m. CST

EXCEPTIONS TO RFP SPECIFICATIONS:

Exceptions to RFP specifications should be noted by number on the appropriate specifications sheet and those exceptions are to be explained on this page.

LIST A	ALL EXCEPTIONS:				
1.					
2.				,	
3.					
4.					
5.	,				
6.					
7.					
8.					
9.					
10.					
11.					
12. ,					
OTHE	R REMARKS AND	COMMENTS			
DATE		FIRM	SIGNED		

BID OPENING DATE: SEPTEMBER 10, 2024 BID OPENING TIME: 2:00 p.m. CST

SUBCONTRACTORS REGISTRY PAGE

All subcontractors performing work in fulfillment of this bid must be listed on this page with the information requested.

NAME	<u>ADDRESS</u>	PHONE	FAX	CRAFT
1				
6				
7				
9				
10				

STATEMENT REQUIRED PURSUANT TO KRS45A.395

The p	provisions of KR te as a prerequi	S45A.395 requisite to a deter	ire that minatio	any n tha	bidder o it such b	r offeror s idder or of	ubmit a s feror is a	worn state	ement in conf le bidder.	ormit	y with s	uch
The	undersigned,								(office	or	title)	of
has k awar Comi an o	rry that neither inowingly violated of a contract monwealth. "Kn ffense, that a prostance exists."	he (she), nor, ed any provision to the Bidder owingly" mea	to the bon of the or Offens, with	est o e can eror resp	of his (he npaign fi will not nect to co	r) knowled nance law violate an	_(bidder lge, anyons of the Control	or offerome acting of commonwers on of the mostance d	or) states un on behalf of Bealth of Kentu campaign fina escribed by a	nder Bidder Jicky a ance I stati	penalty or Offer and that laws of ute defin	of ror, the the ing
This	day of				20							
(Sign	ature)				<u>_</u> n							
(Туре	ed or printed na	me)			—×							

VENDOR'S STATEMENT PURSUANT TO KRS45A.343

The undersigned, as a duly authorized officer of pursuant to KRS45A.343 states:	
1. To the best of my knowledge, information and belief, has not been find determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply it within the five year period preceding this statement.	ally / to
acknowledges that it will be required to be in compliant with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to it for the duration of Contract to be entered into with the Owensboro Riverport Authority.	nce the
acknowledges that if it fails to reveal any final determinate of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to comply with the applicable provisions of the statutes for the duration of the aforesaid Contract, such shall be grounds for Owensboro Riverport Authority to:	ion ose
a. Cancel its contract with and,	
b. Disqualifyfrom eligibility for future contracts awarded by Owensboro Riverport Authority for a period of two years.	
This theday of	
(Company Name)	
Ву:	
Title:	

BID OPENING TIME: 2:00 p.m. CST

Affidavit Effective Date:	
Affidavit Expiration Date:	
Maximum Length One-Year	

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

BID OPENING DATE: SEPTEMBER 10, 2024
BID OPENING TIME: 2:00 p.m. CST

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature		Printed Nar	me	
Title		Date		
Company Name				
Address				
a = =				
Commonwealth of Kentu	ıcky Vendor Cod	e (if known)		
Subscribed and sworn to	before me by			
		(Affiant)	(Title)	151
of	this	day of	, 20	
Notary Public				
seal of notary) M	ly commission ex	xpires:		

BID OPENING TIME: 2:00 p.m. CST

REQUIRED AFFIDAVIT REGARDING CONTRACTOR & SUBCONTRACTOR EMPLOYEES

Illegal Immigrants

- 1. The Commonwealth of Kentucky prohibits contracting with firms that utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the Commonwealth. Additionally, such firms may not contract with any sub-contractor who utilizes the services of illegal immigrants.
- 2. By signing below the bidder agrees that:
- a. The firm does not utilize the services of illegal immigrants in the performance of contracts,
- b. The firm agrees that the Commonwealth may conduct random checks of personnel records as it pertains to this issue, and
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally, violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE		Printed Nam	e
Title		Date	
Company Name			
Address			
Phone Number			
Email Address			
Subscribed and sworn to before me	a hv		
ourself and sworm to before me		ffiant)	(Title)
of (Company Name)	this	day of	20
Notary Public [seal of notary]		Mvc	ommission expires:

BID OPENING DATE: SEPTEMBER 10, 2024 BID OPENING TIME: 2:00 p.m. CST

Qualified Bidder Status

Solicitation/Contract #: _

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING

FOR BIDS AND CONTRACTS IN GENERA	PACTS IN GENE	RAI.
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QUALIFIED BIDDER STATUS	
subcontractors therein, meets the requirements 200 KAR 5:410(3); and will continue to comply v	nder penalty of perjury that the entity bidding, and all to be considered a "qualified bidder" in accordance with with such requirements for the duration of any contract ualified bidder" status claimed by the bidding entity.
	rthers the purposes of KRS Chapter 163
disabilities" means an organization that: (a) Is organized and operated in the intere (b) Complies with any applicable occupation Commonwealth; and (c) In the manufacture or provision of proceeds 45A.470, during the fiscal year employs incomprovision of the products or services; and (d) Is registered and in good standing as a The BIDDING AGENCY reserves the right to receive the services.	st of individuals with severe disabilities; and conal health and safety law of the United States and the ducts or services listed or purchased under KRS dividuals with severe disabilities for not less than are of direct labor required for the manufacture or nonprofit organization with the Secretary of State. Quest documentation supporting a bidder's claim of such documentation upon request may result in ination.
Signature	Printed Name
Title	Date
Company Name	
Address	
Commonwealth of Kentucky Vendor Code (if know	n)
Subscribed and sworn to before me by	
	of (Title)
Notary Public	
[seal of notary) My commission expires:	

BID OPENING DATE: SEPTEMBER 10, 2024 BID OPENING TIME: 2:00 p.m. CST

		Solicitation/0	Contract #:		
REQUIRED AFFIDA	AVIT FOR BIDDERS	OFFERORS AND	CONTRACTORS	CLAIMING RESIDEN	IT BIDDER
CTATHE					

FOR BIDS AND CONTRACTS IN GENERAL:

STATUS

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 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 Na	ime	
Title		Date		
Company Name				
Address _				
_				
Subscribed and sworn to	o before me by			
	•	(Affiant)	(Title)	
of Company Name	this	day of	, 20	
	,			
Notary Public				
[seal of notary)	My commission exp	oires:		

Attachment C REQUIRED AFFIDAVIT REGARDING SUBCONTRACTORS

I agree to fully provide any and all subcontracts used throughout the duration of any resulting contract a full copy of applicable prevailing wage rates and a copy of the contract terms and conditions. Furthermore, I understand that as the primary contractor I am fully responsible for any and all actions taken by my subcontractors.

Signature		Printe	ed Name			
Title		Date				
Company Name			·			
Address						
Phone Number			Email Address			
information on a separ award, the contractor use of the subcontract subcontractor 1:	rate sheet. If subco shall provide the si	ntractors are not kn ubcontractor's infor	elow. If more space is needed you may provid nown prior to bid closing, but are utilized afte mation to the contract's buyer of record prio ellation of the contract.			
Company Name						
Address	8 	·				
Phone Number	:=	Email Add	Email Address			
ubcontractor 2:						
Company Name						
Address	·					
Phone Number	3	Email Add	ress			
Subscribed and sworn	to before me by	(a CF)	= = = = = = = = = = = = = = = = = = = =			
		(Affiant)	Title)			
of Company Name	this	day of	20			
Notary Public						
[seal of notary)	My commission ex	pires:				

BID OPENING TIME: 2:00 p.m. CST

Date	
Name of Contractor/Vendor:	
Mailing Address:	· · · · · · · · · · · · · · · · · · ·
Business Address:	
Contact Person:	
Email:	
Telephone:	
Having carefully examined the Instructions to Bidders o proposes to furnish all labor, materials, services, equip to complete the work in accordance with the contract of stated herein. Insert the addendum numbers received	ment, tools, supplies, and temporary devices required locuments and any addenda listed below for the price
Addendum No(s).	Date

In accordance with the RFP documents, I/we submit the following prices:

Line Item					
#	ITEM	QTY	UOM	UNIT COST	TOTAL COST
1	10" FIBER REINFORCED CONCRETE SLAB	1,794	SY	\$	\$
2	10" DGA (NO.2) KYTC TYPE 4 GEOTEXTILE	698	TONS	\$	\$
3	FABRIC	1,794	SY	\$	\$
4	EARTHWORK	1,595	CY	\$	\$
5	TEMPORARY SILT FENCE	320	LF	\$	·\$
6	SAW CUT	1,250	LF	\$	\$
7	JOINT SEALER	1,250	LF	\$	\$
8	NO. 5 DEFORMED TIE BAR	1,875	LF	\$	\$
9	DOWEL BASKETS	750	EACH	\$	\$
10	6" FRENCH DRAIN	678	LF	\$	\$
11	12" MIX OF #2 AND #3 STONE	837	TONS	\$	\$
				TOTAL	\$

CONTRACTOR NAME						

SIGNATURE

ATTACHMENTS

ORA RORO RAMP CONCRETE SLAB OWENSBORO RIVERPORT AUTHORITY

GENERAL NOTES

REFERENCES TO THE SPECIFICATIONS ARE TO THE CURRENT EDITION OF THE RENTUCKY OED-RATINEST OF HOMIN'NS STANDARD SPECIFICATIONS FOR AROA AND BRIDGE CONSTRUCTION INCLUDING ANY CARRENT SUPPLEMENTAL SPECIFICATIONS.

CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3500 PSI WITH FIBER REINFORCING

2.REINFORCING STEEL SHALL BE AS FOLLOWS:
STIRRUPS AND TIES. ASTM AGIS GRADE GO
ALL OTHER REINFORCING. ASTM AGIS GRADE GO

3.PROVIDE BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH ACT DETAILING MANUAL. ALL BAR SUPPORTS IN AREA WHENE CONCRETE WILL BE EXPOSED SHALL HAVE PLASTIC FEET.

4.DETAILING, FABRICATION AND PLACING OF REINFORCING SHALL CONFORM TO APPLICABLE PROVISIONS OF ACI 315 AND ACI 318.

5. THE CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE FIFTHDINGS AND RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND SHALL PEPER ORA ALL EARTHWORK OPERATIONS IN ACCORDANCE WITH THESE RECOCMENDATIONS.

6.CONCRETE SHALL BE PLACED THE SAME DAY EXCAVATIONS ARE OPENED. IF THIS IS IMPOSSIBLE, STEPS SHALL BE TAKEN TO ADEQUATELY PROTECT THE OPEN EXCAVATION.

7. ENGINEERED FILL & BACKFILL SHALL BE PLACED AND COMPACTED ACCORDING TO THE RECOMMENDATIONS OF THE SOILS REPORT.

8.CONCRETE PROTECTION: WALER COVERAGE OF 3'801TOMS AND SIDES, SLABS - COVERAGE OF 3/4"

9. MATERIAL SHALL COMPLY WITH REQUIREMENTS OF DESIGNATED SPECIFICATIONS OF AMEREICAN SOCIETY FOR TESTSNG AND MATERIALS

IO.CONSTRUCTION PROCEDURES SHALL COMPLY WITH RECOMMENDATIONS SET FORTH IN DESIGNATED STANDARDS OF AMERICAN CONCRETE INSTITUTE

12.CURING COMPOUND SHALL CONFORM TO FEDERAL SPECIFCATION TT - CBDDA AND ASTM C309 II.ADMIXTURE OTHER THAN AIRENTRAINING ADMIXITURE SHALL NOT BE USED WITHOUT THE APPROVAL OF THE ARCHITECT/ENGINEER. AIR ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C260

13.REINFORCMENT SHALL BE PLACED AND SECURED PRIOR TO POURING CONCRETE (INC. MASONRY DOWELS).

CONTRACTORS RESPONSIBILITES

1. MATERIAL, WORKMANSHIP, AND DESIGN SHALL CONFORM TO THE REFERENCED CODE.

2: COGROTHATE STRUCTURAL DOCUMENTS WITH THE MECHANICAL, ELECTRICAL, AND OTHER CONTRACT DOCUMENTS, STRUCTURAL ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY OR OMISSION.

ALVERPY THE DIMENSIONS, ELEVATIONS AND STITE CONDITIONS BEFORE STARTING WORK, AND DISCREDANCY BETWEEN SOLD STALLS. AND DIMENSIONS AS ALMY OCCUR, SALL, BE REPORTED TO THE MACHILLEY PROJECTED TO THE MACHILLEY PROJECTED TO THE MACHILLEY PROJECTED TO THE MACHILLEY PROJECTED AND THE WORK.

4.NOTIFY, IN WRITING, THE STRUCTURAL ENGINEER OF CONDITIONS ENCOUNTERED IN THE FIELD CONTRADICTORY TO THOSE SHOWNIN THE STRUCTURAL DOCUMENTS.

3.IN THE CASE OF CONFLICT BETWEEN THIS DRAWING AND ANY OTHER DRAWING AND OR SPECIFICATIONS, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR CLARIFICATION.

2.NO GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTRIBUTIONS OF THE NATIONAL ENGINE COVERS SHALL TAKE PLACE UNTIL PROPUSED SOIL EPOSION CONTROL, PLAN HAS BEEN APPROVED AND IN PLACE.

4.THE CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL CODES AND THE REQUIREMENTS OF LOCAL UTILITY COMPANIES.

S, CONTRATOR HAS SOLE RESPONSIBILITY FOR MEANS, METHODS, TÉCHNIOUES, SEQUENCES, AND PROCESS OF CONSTRUCTION.

6, CONTRACTOR HAS SOLE RESPONSIBILITY FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC.

7. CONTRACTOR MAS THE SOLE RESPONSIBILITY TO COMPLY WITH ALL OSHA SAFETY REGULATIONS.

S. IN ACCOUNTACTOR WILL BE SELEY AND COMPLETE, RESPONSIBLE FOW CONTRACTORS, THE CONTRACTOR WILL BE SELEY AND COMPLETE, RESPONSIBLE FOW COMPLETES OF HELD PERSONS AND PROPERTY OF THE UPSTROWNING OF THE WORK, THIS FELLING THE WILL PERSONS AND PROPERTY OF CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINED ALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINED ALL BE RESPONSIBLE FOR MONORING AND MAINTAINED ALL BE RESPONSIBLE FOR PROVIDING AND PARTICLES AND MAINTAINED AND CONTRACTOR PROFITED FOR PROPERTY OF THE CONTRACTOR PROFITED FOR PROPERTY OF THE CONTRACTOR PROFILES FOR MICHIGAL PROFITED FOR PROPERTY REQUIREMENTS.

6.THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF ALL VEHICLE TRAFFIC IN AND AROUND THE CONSTRUCTION AREA.

GRADING AND DRAINAGE NOTES

8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY DIBRING CONSTRUCTION, 408 SITE SAFETY IS OUTSIDE THE SCOPE OF WORK OF AMERICAR BEGINGERS, INC. AND NETHER THE PROFISSIONAL CANCELLY IS OUTSIDE THE SOUTH STATE OF STATE SAFETY IS OUTSIDE AND STATE CONSTRUCTION SITE SHALL RELIEW THE CONTRACTOR OR ANY OTHER SHALL WELLIEW THE CONTRACTOR OR ANY OTHER SHALL WELLIEW THE CONTRACTOR OR ANY OTHER SHALL WELLIEW THE CONTRACTOR AND ANY MELLINES, INCLUDED, BUT NOT LUITED TO, CONSTRUCTION MEANS, METROD, SUCKEDANCE SHAPPING, SHEEPING, SH

I. PRIOR TO BECINNING CONSTRUCTION, THE CONTRACTON SHALL BE PREVIOSELE TO BENSHING THAT ALL RECURSED PREMITS AND APPROVALS HAVE BEEN DOTANED, NO CONSTRUCTION OF EARICALTON SHALL BEINN WITH. THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL PERMITTING.

2. WOVEN OR WELDED WITRE FABRIC, PROVIDE FABRIC WITH A MINIMUM MELDED WITRE BANKERS, REMORGALE A INSTEAS, REMORGALE WITH STOP A MORE BY CLOSEN WITH THE STOP A MOR BUTTON WITRES SPACED IS AND WORKER AND ALL OTHER WIRES O. I NACH OR LARGER. FEQUITE O. I INCH OR LARGER WELL O. I INCH OR LARGER WELL O. I INCH OR LARGER SPACED IZ INCHES OR CLOSEN.

1.FASTENERS, USE NO. 9, DNE-INCH-LONG WIRE STAPLES AND/OR FABRIC ITES.

ОМЕИЅВОВО RIVERPORT АПТНОВІТУ

GMAR OROR ARO

827.08 TEMPORARY SILT FENCE

NOTES

SHEEL NAME:

ILPOSTS. USE ETHER HARDWOOD OR STEEL GREATER THAN 4 FEET IN MELLE, FOR HARDWOOD, FRONDER, ALMINIAM ILT. 2 NICH STY FOR THE THEN GROSS SECTION THAT IS STRATCH EMOLGH TO PROVIDE THE WERE WITHOUT FOR DITCLEAR. MISLICAMENT, FOR STEEL, PROVIDE A 1/4 INCH BY ONE TINCH TISECTION WITH PROJECTIONS TO FASTEN WIRE AND FABRIC IN POSITION.

OWENSBORO RIVERPORT AUTHORITY 1771 RIVER ROAD OWENSBORO, KY 42304

3.GEOTEXTILE FABRIC, CONFORM TO AASHTO M 288 FOR TEMPORARY SILT FENCE, PROVIDE FABRIC WITH A HEIGHT OF 3 FEET.

BEFORE YOU DIG

2.NO CUT OR FILL SLOPES SHALL BE CONSTRUCTED STEEPER THAN 1.5H; W JALESS SPECIFICALLY NOTED ON THE PLANS. I,SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

3. SITE GRADES AROUND PAVEMENT AREAS SHALL BE GRADED DURING CONSTITUCTION TO PREVENT PROMING, ANY SHIFFACE WATER COCCUMILATION IN THE PAVEMENT SHALL BE DRAINED IMMEDIATELY TO AVOID SATURATION NO. THE SUBGRADE SOILS.

ALL EXCONDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST GSAM COUNCLINES, AS MANDEZED IN CONSTRUCTED FORDERS. TO STAND TO COSAL RECLUATIONS. THE CONTRACTOR SHALL BE SOLELY RECURSTIES IN PROVISION SARE WORKING CONDITIONS IN CONNECTION WITH ANY EXCLANATION WORK.

S.SUITABLE FILL MATERIAL PLACED SHALL BE PLACED IN ACCORDANCE WITH CEO TECHNICAL REPORT RECOMMENDATION.

6.GRADE LINES SHOWN ARE FINSHED GRADE, CONTRACTOR SHOULD SEE DETAIL SHEET FOR APPROPRIATE PAVEMENT 1YPE TO DETERMINE SUB GRADE ELEVATIONS FOR PAVING AREAS.

SOS.245.2015 G NELSON MILLER PARKWAY, LOUISVILLE.

AMERICAN ENGINEERS, INC.

THV

MIE. 5/6/2024

C. TODD



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