

# INVITATION TO BID

## CITY OF HOPKINSVILLE

Bid Number: 08-2017-0304-15

City Procurement Specialist  
715 South Virginia Street  
Hopkinsville, KY 42240

Phone: (270) 890-0230 or Fax: (270) 890-0248

TITLE: 2017 City Sidewalk Project Bid

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IMPORTANT: ADVISE THE CITY PROCUREMENT OFFICE IMMEDIATELY IN THE EVENT ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.



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CITY OF HOPKINSVILLE  
KENTUCKY  
42240

**INVITATION TO BID**  
**for the**  
**CITY OF HOPKINSVILLE'S**  
**2017 – CITY SIDEWALK PROJECT BID**  
**Bid Number: 08-2017-0304-15**

The City of Hopkinsville is accepting bids from licensed contractors for the construction of sidewalks within the city limits. Listing of areas with starting and end points are included in the packet.

If you are a licensed contractor interested in bidding on this work, you can obtain a bid packet by contacting:

Idalia Luna, Procurement Office, Administrative Assistant

Mike Perry, Public Works Director

715 South Virginia Street  
Hopkinsville, KY 42240

Phone: (270) 890-0239 or Fax: (270) 890-0248 or  
on our website at [www.hopkinsvilleky.us](http://www.hopkinsvilleky.us)

Mandatory Pre-Bid March 28, 2017 at 10:00 a.m. local time, in the Conference Room 214 of the Hopkinsville Municipal Building, Hopkinsville, KY. A company representative must be present in order to place a bid.

Sealed bids must be received no later than 11:00 a.m., local time, Tuesday, April 11, 2017 at which time the bids will be opened and read aloud publicly in the Council Chamber room 148 of the Hopkinsville Municipal Building. Sealed bids should be sent to Idalia Luna, City Procurement Office, 715 South Virginia Street, Hopkinsville, Kentucky 42240.

CITY OF HOPKINSVILLE  
CARTER M. HENDRICKS  
MAYOR

The following pages contain the Bidder Information and Requirements, Specifications, Bid Form, and Acknowledgement of Receipt Form.

# BIDDER INFORMATION AND REQUIREMENTS

## General

Sealed bids, subject to the conditions, specifications, and instructions below and as attached, will be accepted until 11:00 a.m., local time, Tuesday, April 11, 2017, in the Council Chamber Room 1448 of the Hopkinsville Municipal Building, 715 South Virginia Street, Hopkinsville, Kentucky 42240. Telephone: (270) 890-0239.

All bids are to be submitted on and in accordance with the attached Bid Form. The form must be signed by an authorized representative of the bidder and dated in the appropriate space. A company representative must have been present at the mandatory pre-bid meeting in order to bid.

Each bid must be submitted in a sealed envelope and clearly and prominently marked on the outside of the envelope with the following:

### **SEALED BID**

**2017 – City Sidewalk Project**

**Bid Number: 08-2017-0304-15**

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope marked SEALED BID and mailed to Idalia Luna, Procurement Office, 715 South Virginia Street, Hopkinsville, Kentucky 42240, allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for receipt of bids.

Failure to submit required documentation and information may be grounds for disqualification.

The City of Hopkinsville is not liable for any expenses incurred in connection with the preparation of bids.

Additional information or clarification of any of the instructions or information contained herein may be obtained from the Procurement Office at (270) 890-0239 or Public Works Director at (270) 890-0600.

The successful bidder(s) will be required to possess a City of Hopkinsville business license prior to the official award of the contract and for the duration of the contract period.

Specifications are based on City needs and standards to meet specific City requirements. Specifications are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

In case of disputes as to whether the service quoted or delivered meets specifications, the decision of the City Procurement Specialist, or other authorized City representative, shall be final and binding on all parties.

Bidders should base their bidding on the **cost per listed section and or lump sum**, not per man hour, nor per equipment hour.

### **Bidder's Responsibility to the City**

The City of Hopkinsville will hold each bidder responsible for compliance with all specifications and compliance with all federal, state, and local laws and regulations applicable to this bid and any subsequent contract. Bid pricing is binding for sixty (60) days.

### **Contract Period**

Work will be substantially completed within forty-five (45) days of the date of the contract per section. If the contractor fails to be substantially complete within the time without an approved extension, the City of Hopkinsville may retain the compensation otherwise to be paid to the contractor the amount of one hundred dollars (\$100) per consecutive calendar day that the contractor shall be in default of completion.

The contract may be extended beyond that time, upon the mutual agreement of the contractor(s) and the City at the original bid price for extenuating circumstances such as inclement weather or other causes beyond the control of the contractor(s) or the City.

### **Pricing or Bid Amounts**

Throughout the term of the contract(s), the prices bid may not be changed.

### **Addenda**

Any bidder(s) finding discrepancy in or omission from the specifications, in doubt as to their meaning, or believing that the specifications are discriminatory shall notify the Procurement Office, in writing, a minimum of five (5) working days before the scheduled bid opening. Clarifications or changes in these specifications will be issued, in writing, only by the authorized representative of the Procurement Office. Inquiries should be directed to the Procurement Office. Exceptions, as taken by the bidder(s), in no way obligate the City to change the specifications.

### **Taxes**

Quoted prices shall include all federal, state, county, and city taxes. The City will not agree to change any bid prices because a successful bidder failed to include any taxes.

### **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting will be held Tuesday, March 28, 2017 at 10:00 a.m. in conference room 214. To review bid packets and requirements. This session will be an opportunity for bidders to ask questions in regards to the project. An authorized representative of the bidder's company must be present at the pre-bid meeting in order to bid on the project.

### **Receipt of Bid Acknowledgement**

Each bidder is asked to return the attached Acknowledgement of Receipt Form either by mail at the above-mentioned address or by fax to (270) 890-0248, prior to submitting a bid.

**Submission of Bids**

The submission of a bid shall be considered an agreement by the bidder to all the terms, conditions, and specifications provided herein and in the various bid documents.

Any bidder may withdraw his or her bid either in person or in writing at any time prior to the bid opening.

**Bid Evaluation Bases**

The price per section and evidence of adequate manpower and equipment will be the primary bases for evaluating the bids.

Bids which show any omission, irregularity, and alteration of forms, conditional or unconditional additions not called for, unresponsive bids, or bids obviously unbalanced may be rejected.

<b>PRICE.....</b>	<b>50</b>
<b>CONFORMANCE WITH MINIMUM SPECIFICATIONS.....</b>	<b>45</b>
<b>LOCAL VENDOR.....</b>	<b>05</b>
	<b>TOTAL 100</b>

The City reserves the right to reject any and all bids.

**Award of Contract**

**Bids will be awarded on the bases of best price per section or lowest bid on total lump sum, evidence of adequate manpower and equipment to perform the job in the time allotted.** For instance, a bidder who gives the best bid for only one section will be awarded a contract for that one section. If another bidder gives the best bid on five sections, that bidder will be awarded a contract for those five sections, provided the bidder can show enough manpower and equipment to do the job in the 45 calendar days specified.

Successful bidder must have five (5) years of experience in commercial pouring and finishing concrete sidewalks. References must be provided.

Before awarding any contract, the City shall have the right to require a bidder to submit evidence of his or her qualifications concerning financial and technical resources to guarantee responsiveness to the contract. Failure of any bidder to demonstrate to City officials the ability to be responsive shall be grounds for rejecting the bid.

The City reserves the right to award alternate contracts when the first contractor cannot perform the work within the timetable specified by the City.

All bids will be judged on the bases of best buy to the City, compliance with all instructions, and conformance with the specifications.

The Procurement Office reserves the right to award contracts in such a way as to be in the best interest of the City. Multiple contract awards are contemplated.

A condition of any contract shall be the disclosure of any subcontractors to be used in the performance of the contract.

Contractor warrants for a period of one (1) year warranty on labor and installation that shall meet all City and State specifications.

### **Insurance**

Each successful bidder shall maintain, \$1,000,000.00 LIABILITY Insurance as specified in the contract, insurance to protect himself or herself or company and the City of Hopkinsville from any claims that may arise while performing work under this contract. Each successful bidder will provide proof of workers compensation insurance if requested.

Each successful bidder shall ensure that its owners, officers, and employees observe and exercise all necessary caution and discretion to avoid injury to person or damage to property of any and all kinds.

### **Subcontracting**

Contractors may utilize the services of subcontractors only with prior approval of the City of Hopkinsville. Contractors may not use any subcontractor that is delinquent in any payments owed to the City. Contractors shall verify proposed subcontractors are in good standing with the City prior to entering into any agreements.

Contractors shall be held responsible for the performance and quality of work of all subcontractors.

All work performed by subcontractors shall be listed on the contractor's invoices, to include the subcontractor's name, work performed, and amount owed/paid. No more than 49% of invoiced amounts may be performed by subcontractors, without additional, prior approval of the City. Otherwise, the agreement between the City and the contractor may be voided.

### **Payment**

Contractors shall submit to the City an itemized invoice on each delivery of service performed under the contract. Said invoice is to include specific information as required by the City for the services.

Upon satisfactory completion of the work and acceptance of the invoice by the City Administrative Officer, payment will be made within fifteen (15) calendar days.

Within fifteen (15) calendar days of receiving payment from the City, contractors shall provide proof of payment to any subcontractors, who performed work billed on that invoice, or the contractor(s) shall provide, in writing to the City and subcontractor, why said subcontractor was not paid.

### **Termination**

The City of Hopkinsville reserves the right to terminate any contract immediately in the event the contractor(s) discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; fails to keep in force any required insurance policies; or fails to pay, in a timely fashion, any subcontractor.

Failure of the contractor(s) to comply with any section or part of the bid or subsequent contract will be considered grounds for immediate termination of the contract.

The contract may be terminated by either party by giving fifteen (15) calendar days written notice to the other party.

If the City uses the termination clause, the contractor will be paid for all work completed satisfactorily up to the termination date.



**SPECIFICATIONS**  
**2017 – City Sidewalk Project**  
**Bid Number: 08-2017-0304-15**

**Project Scope**

The successful contractor(s) shall furnish all the labor, equipment, tools, material and the performance of all work necessary to construct and/or remove old sidewalk and other concrete pavements. All new sidewalks will need to meet ADA standards and additional drainage work may be required. The City requires before and after pictures of the sections to demonstrate when the work was accomplished.

The successful contractor(s) will save, protect, defend, and hold harmless the City of Hopkinsville, their officers, and agents against any suit for damages or judgment that may be rendered in the execution of the scope of work associated with this request for bids.

The contractor(s) will be responsible for strict compliance with EPA, ANSI, OSHA, federal, state, and local regulations applicable. All prices must include compliance with the above regulations.

The contractor(s) will be responsible for the cost of and proper disposal of debris and any hazardous or special waste material. No items may be salvaged or diverted for private use.

Due to weather conditions, if extreme wet or high rain conditions an extension must be submitted by the contractor(s).

**Materials**

**Class A Concrete Mix Design**

Cement	564lbs/cy
Approximate Percent Fine to Total Aggregate-Gravel	36%
Approximate Percent Fine to Total Aggregate – Stone	40%
Water/Cement Ratio	0.49
Air Content	6%± 2%
28 Day Compressive Strength	3,500 psi
Minimum Slump	2 inches
Maximum Slump	4 inches

Steel reinforcement will be provided for concrete pavements in driveways. For commercial entrances, 8 inch concrete will be used with Number 5 rebar, 2 feet 6 inches long, on 20 inch centers both directions and placed a minimum of 1 foot 8 inches from any transverse joint. For residential entrances, 6 inch concrete will be used with Number 5 rebar, 2 feet 6 inches long, on 20 inch centers both direction and placed a minimum of 1 foot 8 inches from any transverse joint. Reinforcement will not be required for other sidewalks.

### **Demolition**

Contractor(s) shall remove to the nearest contraction or expansion joint and legally dispose of all materials to be replaced. Contractor(s) shall be liable for any damages to public or private property.

### **Subgrade**

Construct sidewalks on a prepared, compacted, smooth subgrade of uniform density by trenching or filling to the required elevation. Large boulders and ledge rock found in the subgrade should be removed to a minimum depth of 6 inches below the finished subgrade elevation, and the space should be backfilled with a material that the City Public Works Director approves and thoroughly compacted. The subgrade is to be moistened immediately before placing concrete.

### **Reinforcement**

Reinforcement shall be positioned accurately and secured against any movement during concrete placement with appropriate wire ties or clips. The reinforcement shall be supported by suitable metal supports.

### **Placing and Finishing Sidewalks**

Concrete is to be placed in a single lift, to finish grade and trowel to a smooth surface. Finish edges of slab, expansion joints, and contraction joints with an edging tool having a radius of one-quarter inch. Before the final set, stroke the surface with a soft broom to produce a non-slip surface.

### **Detectable Warnings**

Install detectable warning panels at all sidewalk ramps and on all commercial entrances according to the Kentucky Transportation Cabinet's Standard Drawings. All panels are to be fastened to the sidewalk surface. Ensure the detectable warnings extend the full surface width and a minimum of 2 feet up the ramp.

### **Wages**

This project is exempt from Kentucky prevailing wage, Davis-Bacon or Federal wage regulations.

### **Anticipated Progression of Work**

The City Procurement Office and Public Works Director will review the bids and award contracts based on the best buy for the City. It is anticipated multiple contracts will be awarded based on the lowest and best bids per section.

Successful bidders will be sent a contract to sign and return immediately. Unsuccessful bidders will be notified they were not selected.

## BID FORM

### 2017 CITY SIDEWALKS PROJECT BID NUMBER: 08-2017-0304-15

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

My best prices for each and lump sum total the below properties are as follows:

*You are not required to bid on all lots. Put a zero or "NB" on the amount line for those you choose not to bid on.*

STREET NAME	STARTING POINT	ENDING POINT	TOTAL SQUARE FEET	BID AMOUNT
Pardue Lane	Virginia Street	Rail Trail Head	2,784	\$
Richard Street	North Drive	Canton Pike	8,154	\$
Woodmill Road	9 <sup>th</sup> Street	Rail Road underpass	10,271	\$
Millbrooke Drive	Country Club Lane	Pyle Lane	25,398	\$
Pyle Lane	Millbrooke Drive	Canton Pike	15,914	\$
Lafayette Road	Gateway Lane	Holiday Park Drive	12,182	\$
Holiday Park Drive	Lafayette Road	Dale Hollow Drive	2,956	\$
East 19 <sup>th</sup> Street	Woodmill Road	Poplar Street	3,461	\$
Campbell St. Connector	Harrison Street	23 <sup>rd</sup> Street	3,822	\$
Glass Avenue	North Drive	West 7 <sup>th</sup> Street	14,860	\$
Sanderson Drive	North Drive	Brame Drive	6,014	\$
<b>TOTAL LUMP SUM BID</b>			<b>105,816</b>	<b>\$</b>

I have \_\_\_\_\_ personnel and the following equipment to devote to the project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have workers compensation insurance through \_\_\_\_\_  
(list company)

I, the undersigned, do hereby certify that I am a duly authorized representative of \_\_\_\_\_  
\_\_\_\_\_

located at \_\_\_\_\_  
and I have carefully examined the Bidder's Information and Requirements, Specifications, and Bid Form and agree to all terms and conditions set forth in them.

By signing this Bid Form I acknowledge my understanding contracts will be awarded based on the price per lot and proof of adequate manpower and equipment to perform the work. I further understand multiple contracts may be issued to the best bidders on a property-by-property basis.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF BID PACKET**

2017 – CITY SIDEWALK PROJECTS

Bid Number: 08-2017-0304-15

CITY PROCUREMENT OFFICE

CITY OF HOPKINSVILLE, KENTUCKY

I HEREBY ACKNOWLEDGE RECEIPT OF THE BID PACKET FOR 2017- CITY SIDEWALK PROJECT. MY COMPANY INTENDS TO BID ON OR BEFORE 11:00 A.M., LOCAL TIME, TUESDAY, APRIL 11, 2017, ON THE PROJECT AS SPECIFIED IN THE PACKET RECEIVED.

\_\_\_\_\_  
COMPANY AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE