

INVITATION TO BID

CITY OF HOPKINSVILLE



Tie Breaker Family Aquatic Center Lazy River Repairs and Virginia Graeme Baker (VGB) Act Diverter and Grate Installation

Bid Number 2021-10200-001

**Mike Perry, Public Works Director
City of Hopkinsville
P.O. Box 707
Hopkinsville, KY 42241-0707
Phone: (270) 890-0600**

www.hopkinsvilleky.us

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***IMPORTANT: PLEASE ADVISE THE CITY PUBLIC WORKS DIRECTOR
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

The City of Hopkinsville is accepting Sealed Bids for repairs to Tie Breaker Family Aquatic Center Lazy River and Virginia Graeme Baker (VGB) Act Diverter and Grate Installation.

MANDATORY Pre-Bid Meeting will be held **Thursday, January 21, 2021 at 10:00 a.m. CST** at the Hopkinsville Municipal Center, 715 South Virginia Street, Conference Room 214 (Second Floor), Hopkinsville, KY 42240. **A company representative must be present in order to place a bid.**

Sealed bids should be hand delivered to Mike Perry, Public Works Director, City of Hopkinsville, 715 South Virginia Street, Hopkinsville, KY 42240, or mailed to Mike Perry, Public Works Director, City of Hopkinsville, P.O. Box 707, Hopkinsville, KY 42241-0707 and received no later than Thursday, February 4, 2021 at 11:00 a.m. CST at which time bids will be opened and read aloud publicly at the Hopkinsville Municipal Center, 715 South Virginia Street, Conference Room 214 (Second Floor), Hopkinsville, KY 42240. Each bid should be enclosed in a second envelope and both envelopes clearly marked:

“2021 Tie Breaker Family Aquatic Center Lazy River Repairs and VGB Act Diverter and Grate Installation Bid Number 2021-10200-001”

If you are a licensed contractor interested in bidding on this work, you can obtain information and/or a bid packet on the City’s website or by contacting:

Mike Perry, Public Works Director
City of Hopkinsville
715 South Virginia Street
Hopkinsville, KY 42240
Phone: (270) 890-0600 or Fax: (270) 632-2072
City’s Website: www.hopkinsvilleky.us

The City of Hopkinsville reserves the right to reject and any all bids not prepared and submitted in accordance with the provisions of this Advertisement and/or the Specifications contained in the Bid Packet.

**WENDELL A. LYNCH, MAYOR
CITY OF HOPKINSVILLE**

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. CST on Thursday, February 4, 2021, at the Hopkinsville Municipal Center, 715 South Virginia Street, Conference Room 214 (Second Floor), Hopkinsville, Kentucky 42240.

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 - 2021 Tie Breaker Family Aquatic Center Lazy River Repairs and VGB Act Diverter and Grate Installation Bid Number 2021-10200-001"

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope marked SEALED BID and mailed to Mike Perry, Public Works Director, City of Hopkinsville, P.O. Box 707, Hopkinsville, Kentucky 42241-0707 or hand delivered to Mike Perry, Public Works Director, City of Hopkinsville, 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.

Additional information or clarification of any of the instructions or information contained herein may be obtained by contacting the Mike Perry, 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 Public Works Director, or other authorized City representative, shall be final and binding on all parties.

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.

Contract Period

The successful bidder will have 90 days (May 7, 2021) from bid open date of February 4, 2021 to complete the repairs to lazy river and retrofits to sumps and grates to assure the Tie Breaker Family Aquatic Center opens in on May 29, 2021.

Pricing or Bid Amounts

Throughout the term of the contract(s), the bid prices 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 Public Works Director, 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 Public Works Director or his authorized representative. Inquiries should be directed to the Public Works Director. 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.

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) 632-2072 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 award of bids.

Bid Evaluation Bases

Contractor shall have minimal of 10 years' experience in pool and water feature repairs.

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.

PRICE.....	50
CONFORMANCE WITH MINIMUM SPECIFICATIONS.....	45
LOCAL VENDOR.....	05
TOTAL	100

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

Award of Contract

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.

Bidder must have ten (10) years of experience in pool and water feature repairs and provide five (5) references.

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 Public Works Director reserves the right to award contracts in such a way as to be in the best interest of the City.

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

Insurance

Each successful bidder shall maintain, 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 a monthly basis. 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

2021 Tie Breaker Family Aquatic Center Lazy River Repairs and VGB Act Diverter and Grate Installation

Bid Number 2021-10200-001

Specifications or Scope of Work

- Supervision of the project. Responsibilities include:
 - Oversee the scope of work based off the Water Technology Inc. plans
 - Establish methods and responsibilities to the Hopkinsville Public Works team to meet the work schedule and complete project timeline
 - Provide support and information on industry standards, means and methods
- Provide and install (2) Vortex Custom Features (installation of anchors and feature only)
- Provide and install (6) Grate Ideas VGBA Main Drain Covers
- Provide and Install (2) 4 ½" SS Combination Gauges with Ladcocks and Snubbers
- Provide and Install (6) Main Drain Diverter
- Freight for Vortex and Grate Ideas items
- Travel / Fuel Surcharges
- Additional supervisory labor may be required if unforeseen issues or conditions arise not covered under original drawings, during excavation or demolition (to be determined by owner)

The City of Hopkinsville will grant a delay up to (10) days for each day Contractor cannot work due to rain or wet conditions.

The City of Hopkinsville will conduct a Pre-Construction Meeting with the Contractor within one (1) week after the Contract has been awarded.

Terms and Conditions:

Comply with all applicable federal, state, and local laws, ordinances and regulations governing safety, provide all safeguards needed for employees and equipment, and secure any and all permits and licenses that may be required.

Provide proper insurance coverage to indemnify the City of Hopkinsville and to hold the City of Hopkinsville harmless against all loss, expenses, or injury to person or property. Furnish evidence to the City of Hopkinsville that public liability insurance is carried on all equipment and on all employees in the following amounts: Property - \$1,000,000 per occurrence; Personal - \$1,000,000 per occurrence; Aggregate - \$ 2,000,000 per occurrence; and Worker's Compensation - \$1,000,000 per occurrence.

Maintain this insurance coverage at all times and notify the City of Hopkinsville of any changes or additions that may occur in the Coverage.

Bidders are expected to inspect the project where work is to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent that such information is reasonably attainable. In no event shall a failure to inspect the project constitute grounds for a claim after award of contract. Any Contractor that

desires to review the work involved by scheduling a visit to the project should contact Hopkinsville Public Works.

Equipment

Owner will provide and operate necessary equipment for excavation and setting features.

Inspection

All supplies, equipment, and services shall be subject to inspection or tests prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the City of Hopkinsville shall have the right to reject the items or services or require acceptable correction at the Contractor's expense.

Subcontractors

The Contractor shall notify the City of Hopkinsville of any planned use of subcontractors in regards to the resulting contract.

All payments will be made directly to the Contractor.

The Contractor shall ensure that all subcontractors comply with all applicable Federal, State, and Local laws, regulations, mandates, and terms of this solicitation and resulting contract.

Additionally, the Contractor shall not contract with any subcontractor that utilizes the services of illegal immigrants.

Cancellation of this Solicitation

This Solicitation may be cancelled at any time or for any reason, or all bids rejected, if it is determined in writing that such action is in the best interest of the City of Hopkinsville. Receipt of an offer by the City of Hopkinsville or submission of a bid to the City of Hopkinsville confers no rights upon the Offeror nor obligates the City of Hopkinsville in any manner.

RFB Evaluation Criteria

The City of Hopkinsville intends to award a contract to the Contractor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services and requirements contained herein. **Award will be based on evaluation by total bid.**

Award of Contract

The City of Hopkinsville reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

Project Scope

This project involves installation of two (2) Vortex Custom Features including anchors and features only. Provide and install six (6) VGBA Grates Main Drain Covers, two (2) 4 ½" SS

combination gauges and ladcocks and snubbers, and six (6) Main Drain Diverter. Drawings from WTI will be supplied by owner for specifications.

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 owner 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.

Wages

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

Anticipated Progression of Work

The City Public Works Director will review the bids and award contracts based on the best buy for the City.

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

Timetable for Work

The contract deadline for this project is May 7, 2021 at which time all work must be completed and documentation must be submitted to the City unless extension is requested and approved by the City of Hopkinsville.

BID FORM

2021 Tie Breaker Family Aquatic Center Lazy River Repairs and VGB Act Diverter and Grate Installation Bid Number 2021-10200-001

I have workers compensation insurance through _____
(Company Name)

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 _____ 2021.

NOTARY PUBLIC
My Commission Expires: _____
ID #: _____

ACKNOWLEDGEMENT OF RECEIPT OF BID PACKET

CITY OF HOPKINSVILLE, KENTUCKY

**2021 Tie Breaker Family Aquatic Center Lazy River Repairs and VGB Act Diverter
and Grate Installation Bid Number 2021-10200-001**

I hereby acknowledge receipt of the BID PACKET for **2021 Tie Breaker Family Aquatic Center Lazy River Repairs and VGB Act Diverter and Grate Installation**. My Company intends to bid on or before 11:00 a.m. CST on THURSDAY, FEBRUARY 4, 2021, on the project as specified in the packet received.

COMPANY AUTHORIZED SIGNATURE

PRINT NAME

DATE