

**CITY OF PADUCAH  
ENGINEERING DEPARTMENT**



**SPECIFICATIONS FOR  
REINFORCED CONCRETE PIPE**

**SEPTEMBER 2024**

## PUBLIC NOTICE

The City of Paducah Engineering Department will receive bids for **Reinforced Concrete Pipe at 2:00 p.m.** on Thursday, October 3, 2024. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of specifications may be obtained at the Engineering Department's office located in City Hall or from [btopper@paducahky.gov](mailto:btopper@paducahky.gov). More information regarding this project may be found at the City of Paducah's website: [www.paducahky.gov](http://www.paducahky.gov) under Request for Bids.

PUBLISH ONCE: Under Legal Notice – Thursday, September 26, 2024

AFTER RECEIPT: Please email Melanie Townsend at [mtownsend@paducahky.gov](mailto:mtownsend@paducahky.gov) to verify placement of ad

INVOICE: City of Paducah Engineering Department

VIA EMAIL: The Paducah Sun

## INVITATION TO BID

### RECEIPT OF PROPOSALS

The City of Paducah Engineering Department will receive bids for Reinforced Concrete Pipe at 2:00 p.m. CST **on Thursday, October 3, 2024**. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5<sup>th</sup> Street, Paducah, Kentucky.

Bid Documents shall be sealed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," to guard against premature opening of the bid. Each bid shall be addressed to the Engineer and delivered at the address given in the invitation to bid on or before the day and hour set for the opening of bids. The bidder is responsible for ensuring his bid is received on time and properly labeled. The Owner will not be responsible for premature opening of a bid that is not properly addressed and identified.

No electronic, faxed bid, telegraphic bid, or telegraphic modifications of a bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Late bids will be returned to the sender unopened.**

### OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the Engineering Department's office in City Hall or by emailing [btopper@paducahky.gov](mailto:btopper@paducahky.gov) to request a digital copy.

Specifications are on file at the following locations:

City of Paducah  
Engineering Department  
City Hall, 300 South 5th St.  
Paducah, Kentucky 42001  
[www.paducahky.gov](http://www.paducahky.gov)

### BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest bid price in accordance with the specifications**.

### CONTRACT TIME

The contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for 90 days. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

### PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

### DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

## INFORMATION FOR BIDDERS

### BIDS

All competitive sealed bids and purchasing procedures shall be in accordance with the City of Paducah's Code of Ordinances Chapter 2 Procurement, KRS 45A.345 – 45A.460, and the specifications contained herein.

All bids shall be submitted using forms supplied by the City of Paducah. The wording of the Bid Form or Bid Proposal shall not be changed. Bids submitted on other forms shall be rejected. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the bidder's signature.

Bid Documents shall be sealed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," to guard against premature opening of the bid. Each bid shall be addressed to the Engineer and shall be delivered at the address given in the invitation to bid on or before the day and hour set for the opening of bids. It is the bidder's sole responsibility to see that his bid is received on time and properly labeled. The Owner will not be responsible for premature opening of a bid that is not properly addressed and identified.

No electronic, faxed bid, telegraphic bid, or telegraphic modifications of a bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Late bids will be returned to the sender unopened.**

### INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request **via Email** for interpretation no later than **12:00 noon CST on Friday, September 27, 2024**, to the Attention of:

Brandy Topper-Curtiss, Engineering Assistant III  
Engineering Department  
EMAIL – [btopper@paducahky.gov](mailto:btopper@paducahky.gov)

Following receipt of all comments on the aforementioned day, interpretations and/or corrections will be made by Addendum. The Addendums will be emailed to each bidder of record, with the Bidder being required to acknowledge receipt.

### BIDDER'S QUALIFICATIONS

The City of Paducah (hereinafter referred to as Owner) shall have the right to take such steps necessary to determine the ability of the bidder to perform his obligations under the Contract

The Owner reserves the right to inspect the plant facilities and place of business of any Bidder participating in this bid. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

### CAMPAIGN FINANCE LAWS STATEMENT

In accordance with KRS 45A.395, all Bidders shall complete the sworn statement made under penalty of perjury that the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth, pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342; and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

In accordance with KRS 45A.343, prior to the execution of the Contract, the Successful Bidder and the Sub-Contractors shall reveal any final determination of a violation within the previous five (5) year

period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342. **Failure to reveal a final determination of a violation or to comply with the statute for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts.**

#### NON-COLLUSION CERTIFICATION

Each Bidder shall file a Non-Collusion Certification executed by, or on behalf of the person, firm, association, or corporation with the Bid Proposal certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. **Failure to submit the executed notarized Non-Collusion Statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.**

#### CONFLICTS, GRATUITIES AND KICKBACKS

The Owner shall adhere to the provision of KRS 45A.455 relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

#### BID PRICES - UNIT PRICES

**Contract Unit Prices shall begin upon execution of the contract.**

The unit price for each of the several items in the Proposal of each Bidder shall include its pro-rata share of overhead and profit. Bid Prices shall include any and all delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery.

#### QUANTITIES

**The City guarantees no minimum quantities.**

#### OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will publicly open and read aloud, very bid received within the time set for receiving bids, irrespective of any irregularities therein. The time of bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid. **The official time set for the opening of the Bids shall be established by the City of Paducah's synchronized computer time as shown digitally on the City Clerk's computer.**

#### WITHDRAWAL OF BIDS

Any Bidder may withdraw his submitted bid by written request 24 hours or more prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of **60** days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period. However, under justifiable circumstances, the Owner may release a bid if the Bidder can demonstrate from worksheets or other documents that an obvious error was made while preparing the bid.

#### BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest bid price in accordance with the specifications.**

#### PREFERENCE TO LOCAL MATERIALS AND LABOR

Preference will be given to local resident bidders for the purchase of local materials and to the employment of local labor if price and other factors within the bids received are equal.

#### PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference

given or required by the state of the non-resident bidder. **The bidder shall indicate the state of residence on the Bid Proposal. The non-resident bidder shall indicate also if any preference is given by the Bidder's state.** The determination of state residency of the non-resident Bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the Bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State
- If the Bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the Bid Proposal.

#### TAX EXEMPT

The City of Paducah is exempt from the payment of any federal excise tax or any Commonwealth of Kentucky Sales Tax. All items to be purchased by the Owner is exempt from the payment of any federal excise tax or any Commonwealth of Kentucky Sales Tax. The Bid Price must be net, exclusive of taxes for purchase of items by the City. The City of Paducah's tax exempt number is CT73-100. The Contractor's purchase of materials for Projects financed with public funds is subject to sales tax at the time of purchase.

#### LICENSE REQUIREMENT

All firms doing business in the City of Paducah are required to be licensed in accordance with the City of Paducah Code of Ordinances. Information regarding business license can be obtained at the City's website: [www.paducahky.gov](http://www.paducahky.gov).

#### EQUAL EMPLOYMENT OPPORTUNITY

The Vendor must ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

#### DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

#### CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 90 days.

#### ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after invoice receipt.

#### REJECTION OF BIDS

The Owner reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

#### APPEAL PROCESS

Any bidder may protest the decision of the Owner to refusal to allow withdraw of a bid, determination of non-responsibility, or the decision to award a contract by submitting a protest in writing to the City Manager no later than ten (10) days after the refusal to allow withdraw of a bid, determination of non-responsibility, or the award of contract. The written protest shall include the basis for the protest and the relief sought. The City Manager shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

**CITY OF PADUCAH, KENTUCKY  
ENGINEERING DEPARTMENT**

**REINFORCED CONCRETE PIPE**

Proposal of \_\_\_\_\_  
(hereinafter called Bidder), organized and existing under the laws of \_\_\_\_\_  
(state) and doing business as \_\_\_\_\_\*, as  
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

\*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish Reinforced Concrete Pipe in accordance with the specifications and other contract documents prepared by the City Engineering Department at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

**Bid prices shall begin upon execution of the contract.**

The confidential Bidder's Affidavit has been attached indicating the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. Additionally, the Non-Collusion Certification has been attached indicating the Bidder has not directly or indirectly participated in any collusion in connection with this Bid Proposal.

Bidder hereby agrees to commence work under this contract on receipt of a purchase order supplied from the City of Paducah.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

**BID PROPOSAL:**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	38"x60" HERCP CL 3 w/ gaskets	LF	\$ _____
2.	Delivery	LS	\$ _____

**ATTACHMENTS REQUIRED:**

1. Bidder's Required Certifications Affidavit Signed and Notarized.

**PREFERENCE TO KENTUCKY BIDDERS**

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that



gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: \_\_\_\_\_

**BID DOCUMENTS:**

Bid Documents shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

FEDERAL TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

KENTUCKY STATE REGISTRATION NUMBER: \_\_\_\_\_

CITY OF PADUCAH BUSINESS LICENSE NUMBER: \_\_\_\_\_

**CITY OF PADUCAH, KENTUCKY  
BIDDER'S REQUIRED CERTIFICATIONS**

**REINFORCED CONCRETE PIPE**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. **NON-COLLUSION**

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. **WORKERS' COMPENSATION AFFIDAVIT**

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. **CAMPAIGN FINANCE LAWS**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. **KRS 45A.343**

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

**Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.**

**5. KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project 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.

**6. STATE TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **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.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky 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.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ (title) of \_\_\_\_\_ (Name of Company).

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

S E A L

**CITY OF PADUCAH, KENTUCKY  
ENGINEERING DEPARTMENT**

**REINFORCED CONCRETE PIPE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **CITY OF PADUCAH**, hereinafter called the **CITY**, and \_\_\_\_\_, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor agrees to furnish all the specified pipe as priced in the bid description.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 90 days.

ARTICLE 3. THE CONTRACT SUM

Contract Unit Prices shall begin upon execution of this Agreement.

**REINFORCED CONCRETE PIPE UNIT PRICES**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	38"x60" HERCP CL 3 w/ Gaskets	LF	
2.	Delivery	LS	

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after the invoice is received by the City of Paducah.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

**VENDOR**

**CITY OF PADUCAH, KENTUCKY**

BY \_\_\_\_\_

BY \_\_\_\_\_

George Bray, Mayor

TITLE \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

Post Office Box 2267  
Paducah, Kentucky 42002-2267