

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. Sealed bids for the City of Paducah Parks Services – Noble Park Restroom Facility, which will include site grading to support the installation of concrete foundations, concrete paving and concrete sidewalk, construction of concrete foundations, purchase and installation of a modular restroom facility, extension and connection of supporting utilities, construction of concrete sidewalks to restroom facility from existing tennis court and miscellaneous associated items, will be received by the City of Paducah, Kentucky at City Hall, 300 S. 5th Street, Paducah, KY 42003, until 2:00 p.m. local time on August 23rd, 2016, at which time they will be opened and publicly read aloud.
- B. Each BID must be submitted in a sealed envelope, addressed to “City of Paducah Parks Services ATTN: City Clerk – Tammy Sanderson”. Each sealed envelope containing a BID must be plainly marked on the outside as BID for “City of Paducah Parks Services – Noble Park Restroom Facility” and the envelope should bear on the outside the name of the BIDDER, address, and license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the address listed above.
- C. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.
- D. A BID BOND payable to the OWNER must accompany each BID for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND has been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND. A PERFORMANCE BOND and LABOR and MATERIAL PAYMENT BOND, each in the amount of One Hundred Percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.
- E. The OWNER may waive any informalities or minor defects or reject any and all BIDS. The OWNER will evaluate the BID based on a combination of CONTRACT PRICE, CONTRACTOR EXPERIENCE, and PROJECTED PROJECT SCHEDULE and not just CONTRACT PRICE. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered, No BIDDER may withdraw their BID within forty-five (45) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
- F. BIDDERS must satisfy themselves of the accuracy of the BID SCHEDULE by examination of the site and specifications, including ADDENDA. After BIDS have been

submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

- G. The OWNER shall provide to BIDDERS, prior to BIDDING, all information that is pertinent to, and delineates and/or describes, the land owned and rights-of-way for the project as well as all specific agreements or conditions specific to the PROJECT.
- H. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER, or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.
- I. Attorneys-in-fact who sign BID BONDS, LABOR and MATERIAL PAYMENT BOND, and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.
- J. The party to whom the Contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and LABOR and MATERIAL PAYMENT BOND within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may, at his option, consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.
- K. The OWNER, within ten (10) days of receipt of acceptable PERFORMANCE BOND, LABOR and MATERIAL PAYMENT BOND, and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.
- L. The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the AGREEMENT. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR.
- M. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.
- N. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose on the BID. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

- O. If any person contemplating submitting a bond for construction of the work is in doubt as to the true meaning of any part of the plans or specifications, or finds discrepancies in or omissions from any part of the plans or specifications, he may submit to the Engineer, a written request for interpretation thereof not later than 4:00 p.m., local time on August 11th, 2016. Interpretations or corrections of the plans and specifications will be made only by ADDENDUM, and will be mailed or delivered to each bidder or record.
- P. A conditional or qualified BID will not be accepted.
- Q. All applicable laws, ordinances, and the rules and regulations of the authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.
- R. Each BIDDER is responsible for inspecting the site and reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.
- S. The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.
- T. The ENGINEER is Bacon Farmer Workman Engineering & Testing, Inc., 500 South 17th Street, Paducah, Kentucky 42003.

1.2 LABOR AND MATERIAL PAYMENT BOND AND PERFORMANCE BOND

- A. The 100% PERFORMANCE BOND

END OF DOCUMENT 002113