

II. Advertisement for Bids

Project Name: City of Murray - New Fire Station #2
CDBG Project Number: 19-033

City of Murray, Kentucky
(Owner)

Proposals will be received by the City of Murray (Owner) for labor, materials, equipment, and incidentals to complete the construction of a new fire station in Murray, Kentucky. Work is to be performed in accordance with the plans, specifications, and addenda prepared by the Architect, RBS Design Group.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. Bid opening will be public and the prime contract will be with the owner. All questions concerning plans and specifications should be directed, in writing, to the architect's attention.

Copies of Contract Documents may be obtained from Paducah Blueprint, by calling 1-800-423-6479, or visiting their website, web@padblue.com. They are located at 999 Broadway (Main Floor), Paducah, KY. 42001. There is a deposit required of \$250.00 for each set. Any unsuccessful bidder, upon returning such set promptly and in good condition, will be refunded his payment, and any non-bidder upon so returning such a set will be refunded \$0, unless plans are returned 5 days prior to the date of the bid opening.

The Plans and Specifications, including the Information for Bidders, Form of Proposal, Form of Contract, Forms of Bid Bond, Performance and Payment Bonds, and other contract documents may be examined at the following:

1. RBS Design Group Architecture, 723 Harvard Drive, Owensboro, KY. 42301.
2. Marcum Engineering, 500 S. 17th Street, Paducah, KY. 42001
3. BFW Engineering & Testing, 500 S. 17th Street, Paducah, KY. 42001
4. City Hall, 500 Main Street, Murray, KY. 42071
5. Associated General Contractors, 2201 McCracken Blvd., Paducah, KY.
6. Builders Exchange of Kentucky, 2300 Meadow Dr., Louisville, KY.

They may also be viewed online at the following:

1. McGraw-Hill Construction Dodge at: www.construction.com/projectcenter/
2. The Blue Book Building & Construction Network at www.thebluebook.com

Bids will be due **August 6, 2020, at 2:00 PM**, prevailing time, at City Hall, Council Chambers, 500 Main Street, Murray, KY. 42071, and will be opened and read aloud. The successful bidder will be required to furnish the Owner with a 100% performance and material payment bond.

A **pre-bid conference** will be held on July 28, 2020, at 10:00 AM, prevailing time, at City Hall. Although not mandatory, all bidders are encouraged to attend.

Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; Certification of Bidder (Contractor) Concerning Labor Standards and Prevailing Wage Requirements, Form 1421; Certification of Bidder Regarding Section 3 and Segregated Facilities; and Contractor Certification Regarding Debarment, Suspension and Other Responsibilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, address, and the name of the project for which the bid is submitted. Only the original Form of Proposal is required, no additional copies are required.

Proposals must be accompanied by a five percent (5%) Bid Bond. Each bidder must deposit their bid security in the amount, form and subject to the conditions provided in the Information for Bidders.

If a bidder wishes to mail a bid, it should be mailed to City Hall, attention Marisa Stewart, 500 Main Street, Murray, KY. 42071. If bid is mailed, it must be received prior to the bid time and date noted. Facsimile or emailed bids will NOT be allowed. Bids received after the deadline will not be opened. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and Davis/Bacon Act minimum wages to be paid under the contract. These include Section 3, Segregated Facility, Section 109, and E.O 11246. Further, Title VI Minority bidders are encouraged to bid.

Date

AN EQUAL EMPLOYMENT OPPORTUNITY

III. Information for Bidders

1. Receipt and Opening of Bids:

The **City of Murray** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of City Hall, Council Chambers, 500 Main Street, Murray, KY., 42071 until **2:00 p.m.**, prevailing time on **August 6, 2020**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to the City of Murray, attention: Marisa Stewart, City Hall, Council Chambers, 500 Main Street, Murray, KY. 42071, and designated as "Bid for Murray Fire Station #2".

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. 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 a bid within sixty (60) days after the date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; Certification of Bidder (Contractor) Concerning Labor Standards and Prevailing Wage Requirements, Form 1421; Certification of Bidder Regarding Section 3 and Segregated Facilities; and Contractor Eligibility Certification Regarding Debarment, Suspension and Other Responsibilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the Owner and have current eligibility status for federal programs; and
- b. Must submit Form 950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities, and Subcontractor Eligibility Certification Regarding Debarment, Suspension and Other Responsibilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Electronic/Facsimile Modification: Any bidder may modify his/her bid by electronic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the electronic/facsimile modification over the signature of the bidder was mailed prior to the closing time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is received within two days from the closing time, no consideration will be given to the electronic/facsimile modification.

5. Method of Bidding: The Owner invites the following bid(s):

Lump sum bid for general construction of a new fire station.

6. Qualifications of Bidder: The Owner may make such investigations as he/she 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 as the Owner may request. 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 contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after s/he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **240** consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of **\$ 500.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
10. Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or

means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to RBS Design Group, to the attention of the Architect, Craig Thomas (craig@rbsdesigngroup.com) and the Project Coordinator, Christina Mollet (christina@rbsdesigngroup.com) and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. 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 mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
- a. Inspection and testing of materials.
 - b. Insurance requirements.
 - c. Wage rates.

15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.

16. Method of Award - Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. If all bids exceed funds available to finance the contract once all deductive alternatives have been applied, the owner may enter into negotiations with the three (3) lowest bidders. The only factor subject to negotiation, however, is price.

17. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
- a. Comply with the safety standards provisions of applicable Laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No.75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.