INFORMATION FOR BIDDERS

(1) RECEIPT AND OPENING OF BIDS

The City of Pass Christian (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 the City Clerk, 200 West Scenic Drive at the corner of West Scenic Drive and Hiern Avenue, P.O. Box 368, Pass Christian, Mississippi, 39571, during normal office hours at any time prior to the designated bid date, but not later than 3:30 p.m. on the date of the bid opening. Bids will be publicly opened and read aloud at a regular meeting of the Board of Aldermen which starts at 6:00 P.M., April 7, 2015. The meeting will be held at Board Room at the City Hall complex located at 200 West Scenic Drive.

The envelopes containing the bids must be sealed, addressed to City Clerk, City of Pass Christian, at City Hall, Pass Christian, Mississippi, and designated as Bid for:

MEMORIAL PARK WALKING TRACK EXTENSION

The Owner will consider NULL AND VOID any bid not prepared and submitted in accordance with the provisions hereof and such bid may be rejected. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 60 days after the actual date of the opening thereof.

(2) SCOPE OF WORK

Bids are invited for the construction of approximately 550 linear feet of recycled, bonded rubber mulch to a prepared track along the east side of Memorial Park in Pass Christian.

The contractor shall provide all labor, materials and equipment necessary for professional installation of recycled, bonded rubber.

A. Park is located at the intersection of East Second Street and Fleitas Avenue.
B. Trail shall meet all ADA requirements for pathways and walking trails.
C. Color of material shall match the color of the existing trail as closely as possible. Contractor shall visit the site to determine the best color match.
D. Finished surface shall be at least 3 ½ inches thick and 6' wide.

(3) METHOD OF BIDDING

The Owner invites the following bid(s):

A lump sum bid for the construction of the entire project.

(4) 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 60 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

(5) PREPARATION OF BID

Each bid must be submitted on the prescribed form, fully completed and executed by principals of Bidder. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address and the name of the project for which the bid is submitted, the Bidder's Certificate of Responsibility Number, or a statement to the effect that the amount of the enclosed bid does not exceed $50,000. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. As required by State Law, all non-resident bidders must include a copy of their State's current law pertaining to the treatment of non-resident contractors under similar circumstances in their State. Failure to include this information will cause such bids to be rejected as required by law.

(6) SUBCONTRACTS

The successful Bidder may subcontract portions of the work subject to the approval of the Owner. All Subcontractors must be state-licensed as required by State Law and must be approved by Owner.

(7) QUALIFICATIONS OF BIDDER

Each Bidder shall submit a Statement of Bidder's Qualifications, his experience record in constructing the type of improvements proposed, his organization and equipment available for the work contemplated. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under his contract and Bidder shall furnish such information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation of the available evidence of information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

(8) BID SECURITY

Each bid must be accompanied by cash, certified check of the Bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the Bidder as principal and having as surety hereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining 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 90 days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

(9) LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

(10) CONDITIONS OF WORK

Each Bidder must inform himself 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 obligations to furnish all material and labor necessary to carry out the provisions of his contract. The Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or business.

(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 Malcolm F. Jones, City Attorney, P. O. Box 368, Pass Christian, Mississippi 39571 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 transmitted to all registered plan holders by facsimile transmission with return receipt requested, 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 this bid as submitted. All addenda so issued shall become part of the Contract Documents.

(12) SECURITY FOR FAITHFUL PERFORMANCE

The Contractor must 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 his contract, as required by law. 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 from the Surety as provided by Mississippi Law.

(14) 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 out in full.

(15) METHOD OF AWARD – LOWEST QUALIFIED BIDDER

If at the time the 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 with all other factors concerning the bidder and its responsive to the bids specifications being considered.

(16) 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 documents shall in no way relieve any Bidder from any obligation in respect of his bid.

(17) CERTIFICATE OF RESPONSIBILITY

Attention of all Bidders is called to the provision of the State Law requiring a Certificate of Responsibility for all Contractors contracting for public work in excess of $50,000.00. Bidder shall have complied with the requirements of this law and shall state their certificate number on the face of the envelope containing their Bid and in the space provided in the Bid Form. No Bid shall be opened or considered unless such Contractor's current certificate number appears on the outside or exterior of said envelope or container or unless there appears a statement on the outside or exterior of such envelope or container to the effect that the Bid enclosed therein does not exceed fifty thousand dollars ($50,000.00).

Attention of Bidders is also called to the provision of the State Law requiring that the classification of the Bidders Certificate of Responsibility be proper for the type of work. The particular classification of work must be at least 50 percent of the total cost of the project. Acceptance of any Bid will be subject to review and concurrence by the Mississippi State Board of Contractors for the proper classification.

(18) SPECIAL PROVISIONS

The project will be funded in part with a Recreational Trails Program Grant from the Mississippi Department of Wildlife, Fisheries, and Parks and will be subject to the Guidelines of such Grant. This Grant does NOT require the Contractor to comply with the Davis-Bacon Act to provide "prevailing wage rates" to its employees.

The Contractor should be aware that the City Public Works Department crew will be doing the work necessary to create a level path for the Walking Track and the Contractor will only be responsible for installing the track path materials.

(19) GRANT PROVISIONS

A. COMPLIANCE WITH REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.

C. SOLICIATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor of supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

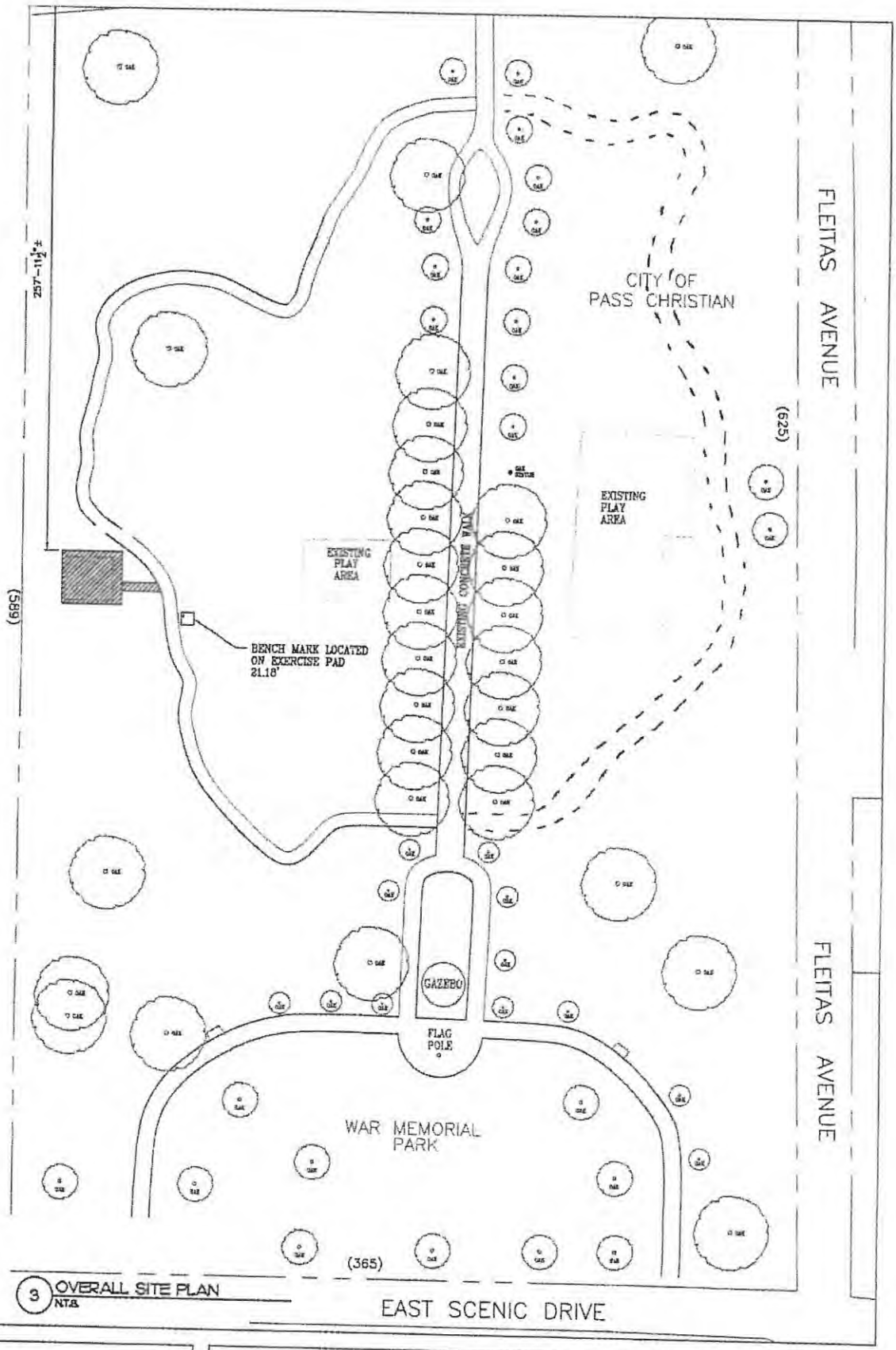
D. INFORMATION AND REPORTS: The contractor shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E SANCTION FOR NONCOMPLIANCE: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. Withholding of payment to the contractor under the contract until the contractor complies, and /or
b. Cancellation, termination, or suspension of the contract in whole or in part.

F. INCORPORATION OF PROVISIONS: The contractor shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FHWA may direct as a means to enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with the subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protest the interests of the United States.

E 2nd St
Hales Ave
Hales Ave
E Scenic Dr
Imagery ©2015 DigitalGlobe, Mississippi GIS Coordinating Council, U.S. Geological Survey, Map data ©2015 Google
20 m



3 OVERALL SITE PLAN
NTS

Solid line = existing track

Broken line = proposed track

City of Pass Christian
War Memorial Park
Pass Christian, MS 39571

SHEET 2.0 OF

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or Individual)

_____ hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **CITY OF PASS CHRISTIAN,** hereinafter called **"OWNER"** in the penal sum of $_____(5% of Total Bid), for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Signed, this the ____ day of _____, 2015. The Condition of the above obligation is such that whereas the Principal has submitted to the **City of Pass Christian** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the performance of **recycled, bonded rubber mulch track surface for the Pass Christian Memorial Park Walking Track Extension Project**

NOW, THEREFORE,

(a) If said BID shall be rejected, or,

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

(L.S.)

Prinicipal	Surety
By:	By:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BID PROPOSAL

Proposal of _____

(hereinafter called "Bidder"), organized and existing under the laws of the State of

_____ doing business as _____*.

To City of Pass Christian, Mississippi, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

MEMORIAL PARK WALKING TRACK EXTENSION

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

*Insert corporation, partnership or individual as applies

Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	INSTALLATION OF 550 LINEAR FT (6 FOOT WIDE AND 3 1/2 INCHES THICK) _____ ($ _____)	1	$ _____

TOTAL BID: _____

_____ ($ _____)

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds (if applicable). The bid security attached in the sum of :

_____

_____ ($ _____)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. In the event of the failure of the successful Bidder to enter into the contract, the Owner has the right to rescind the award and award the contract to the next lowest, responsible, responsive bidder.

Respectfully submitted:

By _____

Title _____

(SEAL - if bid is by corporation)

Address:

_____

_____

_____

Cert. of Resp. No.