

SECTION A

**NOTICE TO BIDDERS / SPECIAL INSTRUCTIONS TO
BIDDERS**

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NOTICE TO BIDDERS

Sealed Proposals addressed to Benbrook Water and Sewer Authority will be received at the Benbrook Water and Sewer Authority Office, 1121 Mercedes, Benbrook, Texas 76126, until:

and then publicly opened and read aloud, for performing all work required for the construction of

Bids will be submitted in sealed envelopes upon the form or proposal furnished as a part of the Contract Documents. All proposals shall be accompanied by a cashier's check or certified check in an amount of not less than 5% of the maximum total bid price, as a guarantee that bidder will enter into a contract and execute all required bonds within ten (10) days after notice of a contract award to him. The bid security must be included in the same envelope as the bid proposal and bids received without a bid security will not be considered.

All bid securities will be returned to bidders within thirty (30) days after bids are opened except those which the above Addressee elects to hold until the successful bidder has executed the contract. Thereafter all remaining bid securities including that of the successful bidder will be returned within ninety (90) days.

A performance bond and payment bond, each in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required. A maintenance bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon maintenance of this project for a period of two years, shall also be required. The three aforementioned bonds shall be made payable to the "Benbrook Water and Sewer Authority".

The above Addressee reserves the right to reject any or all bids and to waive any informalities in bids received.

Contract Documents including plans and specifications have been prepared and may be procured at the office of the Benbrook Water and Sewer Authority, for an amount of \$_____. This amount will be non-refundable. Plans and specifications may be examined free of charge at the offices of the Benbrook Water and Sewer Authority.

The attention of prospective bidders is called to the Special Conditions of these Contract Documents with respect to pre-qualification requirements, minimum wage scales and other pertinent requirements for bid submission.

Advertisement Dates: _____

SPECIAL INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS: Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edition), have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The term "Bid Form" is synonymous with Proposal.

2. COPIES OF BIDDING DOCUMENTS: Complete sets of Bidding Documents, for the non-refundable fee stated in the Advertisement or Invitation to Bid, may be obtained from the Owner.

Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3. QUALIFICATION REQUIREMENTS: A current financial statement, an acceptable experience record and an acceptable equipment schedule shall be submitted by each Bidder as described in Section C of these Contract Documents. Financial statements may be in separate sealed envelopes, and will be returned with the bid security.

4. BID SECURITY: A cashier's or certified check or an acceptable Bidder's bond, payable to Benbrook Water and Sewer Authority, in an amount of not less than five percent (5%) of the largest possible total of the Bid submitted, must accompany the Bid and is subject to forfeit in the event the successful Bidder fails to execute the Contract Documents within ten (10) days after the notice of award. For the Bid bond to be acceptable, the name of the surety company issuing said bond shall be licensed to do business in the State of Texas and shall be included on the current U.S. Treasury list of acceptable sureties, and the amount of the bond written by any one acceptable company shall not exceed the amount shown on the Treasury list for that company.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE: It is the responsibility of each bidder, before submitting a bid, to examine the Contract Documents, visit the site to become familiar with local conditions that may affect cost, progress, performance, and notify the Engineer of all conflicts, errors or discrepancies in the Contract Documents.

Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contingent to the site or otherwise which may affect cost, progress, performance or furnishing of the work, and which bidder

deems necessary to determine his bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. ADDENDA: Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer at least five (5) working days prior to bid opening. Questions received after this time may not be answered. Answers to all such requests will be bound and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in or omissions from the Contract Documents or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or delivered to each prospective bidder. The bid proposal, as submitted by the bidder, must be so constructed as to include any addenda issued by the Engineer prior to twenty-four (24) hours of the opening bids and with the appropriate recognition of addenda so noted in the Bid Proposal.

7. SUBCONTRACTORS, SUPPLIERS AND OTHERS: If the Supplementary Conditions require the identity of certain subcontractors, suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner, in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder and any other Bidder so requested, shall within seven (7) days after the Bid opening submit to Owner a list of all such subcontractors, suppliers and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, person or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute that Bidder's Bid price will be increased or decreased by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use

acceptable subcontractors, suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder, any subcontractor, supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

8. SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bids, and shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed with the notation "Bid Enclosed."
9. MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further Bidding on the work to be provided under the Contract Documents.

10. AWARD OF CONTRACT: Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers and other persons and organizations proposed for those portions of the work as to which the identity of subcontractors, suppliers and other persons and organizations must be submitted as provided in the Special Conditions.

11. CONTRACT SECURITY: Article 5, Section 5.01 of the General Conditions of the Construction Contract and the Special Conditions set forth Owner's requirements as to

Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds. In addition, a Maintenance Bond will be required.

12. SIGNING OF AGREEMENT: When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within fifteen (15) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the drawings with appropriate identification.

13. SALES TAX: Owner is exempt from Texas State sales and use taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the contract price. Refer to Special Conditions, for additional information.

14. PROJECT LOCATION: This project is located _____

15. PROJECT DESCRIPTION: The work to be performed under the provisions of these Contract Documents consists of the construction _____

16. ELECTRONIC DESIGN FILE: For the purpose of updating Benbrook Water and Sewer grid maps, the engineer or developer must submit construction as-built drawings on CD in a microstation (.dgn) or autocad (.dwg) file format. These electronic files **must** be submitted to BWSA before a letter of acceptance will be issued.