INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF PROPOSALS

The City of Nacogdoches invites proposals to be submitted on the forms provided. Proposals will be received and read aloud by the OWNER at the location and at the time stated in the Notice To Bidders. ***No faxed bids will be accepted.*** The OWNER reserves the right to waive any informality and to reject any or all bids. Any Proposal received after the specified time will be returned to the BIDDER unopened.

2. PREPARATION OF PROPOSALS

Each Proposal 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 Proposal is submitted. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified. Proposals submitted must be originals using only the forms provided in these contract documents.

3. WITHDRAWAL OR MODIFICATION OF BID

Bids may be withdrawn any time prior to the bid opening. Any modification of any bid may be made under the same conditions as set forth for submitting a Proposal. No Proposal may be withdrawn within 60 days after the bid opening date. Corrections in the Proposal may be made prior to time stated for submittal of the Bid, if noted by the adjacent signature of the BIDDER.

4. QUALIFICATIONS OF BIDDERS

Each BIDDER shall, upon request of the OWNER, submit, on the form furnished for that purpose, a statement of the BIDDER'S qualifications, his experience record in constructing the type of improvements embraced in the CONTRACT, his organization and equipment available for the work contemplated, and, when specifically requested by the OWNER, a detailed financial statement. The OWNER may make such investigations deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER, any additional information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the BIDDER fails to produce the information requested by the OWNER or 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.

5. BID SECURITY

Each Proposal must be accompanied by cash, certified or cashier's check of the BIDDER, or a bid bond 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 greatest amount bid. Any such bond shall be substantially in the form attached, accompanied by a power of attorney acceptable to the OWNER authorizing signature of corporate sureties. 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 sixty (60) 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 Proposal.

6. 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 ten (10) days after he has received notice of the acceptance of his Proposal, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his Proposal.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES
BIDDER must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the number of days specified in the Bid Proposal. BIDDER must also agree that for each day of delay beyond the number of calendar days specified and contracted for, the OWNER may permanently withhold from the CONTRACTOR'S total compensation as liquidated damages, a sum of as specified in the Bid Proposal for each consecutive calendar day beyond the contract time as specified. Liquidated damages shall not be the exclusive remedy of the OWNER for breaches of the Contract by the CONTRACTOR.

8. CONDITION OF WORK
Each BIDDER must inspect the site and inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. The BIDDER must thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. Failure to do so will not relieve a successful BIDDER of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the CONTRACTOR, in carrying out his work, must employ such methods or means as will not cause any interruption or interference with the work of any other CONTRACTOR.

9. ADDENDA AND INTERPRETATION
It is the BIDDER'S responsibility to notify the ENGINEER should the BIDDER find discrepancies in, or omissions from the Contract Documents, or should be in doubt as to their meaning. 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 shall be in writing, addressed to BarWin Consultants, 300 East Main, Suite 300, Nacogdoches, TX 75961, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of proposals. 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 regular mail to all prospective bidders not later than three (3) days prior or faxed not later than 24 hours prior to the date fixed for the opening of Proposals. No other explanations or interpretation will be considered official or binding. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. Each BIDDER shall check with BarWin Consultants, at an appropriate time to determine that he or she has received all addenda. Failure to do so shall be the complete responsibility of the BIDDER. All addenda so issued shall become part of the Contract Documents and all BIDDERS shall be bound by such addenda, whether or not received by the BIDDER.

10. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the CONTRACTOR shall furnish bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with the Contract, as specified in the General Conditions included herein. In addition, the CONTRACTOR shall furnish a Maintenance Bond to secure his performance during the one (1) year warranty period. The Surety on such bond or bonds shall be duly authorized surety company satisfactory to the OWNER.

OWNER may elect to not require bonds if the contract value is less than $50,000.00 and the OWNER elects to hold all payment until final completion and acceptance of the project.

11. BID PRICES

In the event there is more than one bid item in the bid schedule, the BIDDER shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. The BIDDER shall state in words and figures the unit prices or the specific sums as the case may be, for which he proposes to supply the labor, materials, supplies or machinery and completely perform the CONTRACT. In the event words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount named by a BIDDER for any item are not in agreement, the unit price alone will be considered the reasonable market value of the materials, labor, equipment and administrative costs and as representing the BIDDER'S intention and the total will be corrected to conform thereto.

The unit price for each of the several items in the proposal of each BIDDER shall include the reasonable market value of the materials, labor, equipment and administrative costs and its pro-rata share of overhead costs. The sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid shall represent the total bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all BIDDERS is called to this provision, for should conditions make it necessary or advisable in the opinion of the OWNER to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Technical Specifications as provided for in the General Conditions.

12. AWARD

The OWNER may consider as irregular, informal or unresponsive any bid on which there is an alteration of or departure from the bid documents and may reject any such bid. The OWNER may reject any bid from a BIDDER deemed non-responsible by the OWNER.

Conditional Bids will not be considered.

If the CONTRACT is awarded, it will be awarded by the OWNER to a responsive, responsible BIDDER on the basis of the lowest Bid and the selective Alternate Bid items, if any. The CONTRACT will require the completion of the work according to the CONTRACT DOCUMENTS.

The OWNER, acting through its authorized representatives, will notify the successful BIDDER, in writing, within sixty (60) days after the date of receiving bids of its acceptance of his proposal. The CONTRACTOR shall complete the execution of the required Bonds, Contract and Insurance Certificates within ten (10) days of receipt of notice.

All applicable laws, ordinances and rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

13. THE ENGINEER

The ENGINEER for this project is _____located at _____, TX 759__, (____) _____, or such other firm or person as may be authorized by the OWNER to act in any particular position.