INSTRUCTIONS TO BIDDERS

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1. PROJECT

The work proposed by these Specifications is titled "Sargent Community Center".

2. PREPARATION OF BIDS

Bids for this project shall be prepared in accordance with the "Notice to Bidders", the instructions herein contained, and the requirements of the Proposal form. All blank spaces of the Proposal form must be filled in, in ink, and all unit prices written in figures, with all unit prices extended and totaled. Any bid deemed irregular in respect to omissions, additions, erasures, alterations, or unbalancing of prices shall be subject to rejection. Enclose the bid in a sealed envelope addressed to the Owner. Note on the exterior of the envelope "SARGENT COMUNNITY CENTER - DO NOT OPEN IN MAILROOM."

A. DOCUMENTS TO BE SUBMITTED WITH BID

Bidder shall submit, as part of the Bid Package, the following documents:

1) Statement of Bidder's Qualifications (form provided)
2) Bid Proposal (form provided)
3) Bid Security (in a form described below)

Failure to submit all listed above may result in disqualification of Bid.

B. BID SECURITY

A bid must be accompanied by bid security in the amount of five percent (5%) of Bidder's maximum Bid Price in the form of a certified check, bank money order, or Bid Bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

3. INTERPRETATION OF DRAWINGS, SPECIFICATIONS, AND ADDENDA

The ENGINEER, Lynn Engineering, shall be the only source for clarification and/or interpretation of the Specifications and Drawings. Prospective Bidders desiring further information, clarification or interpretation of a substantial nature should make such requests to the ENGINEER through CivCast at www.civcastusa.com at least to 72 hours prior to the bid opening to allow time for issuance and posting of an addendum on CivCast. All such addenda will be made a part of the Contract. The Drawings pertinent to this proposed project of construction are intended to portray a reasonable facsimile of the project's design. Effort has been made to accurately portray the intent of design, but the governing consideration will be the attainment of the workability and performance of the finished installation.

Answers to all requests for clarification and/or interpretation will be posted to CivCast. All addenda will be bound with, 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 plans,

specifications, or other Contract Documents, or should he be in doubt as to their meaning, he should at once post such findings on CivCast in order that a written addendum may be posted on CivCast. The proposal as submitted by the bidder shall include acknowledgement of any addenda, if such are issued by the ENGINEER.

4. MODIFICATION & WITHDRAWAL OF BID

A. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

B. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph A and submit a new Bid prior to the date and time for the opening of Bids.

C. If within 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 its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

5. DELIVERY OF PROPOSALS

It is the responsibility of the bidder to deliver his sealed proposal to the proper place at the proper time. The fact that a proposal has been dispatched but has not arrived will not alter this consideration.

6. ACCEPTANCE OF PROPOSALS

The OWNER reserves the right to reject any or all proposals. Any bid deemed irregular in respect to omissions, additions, erasures, alterations, or unbalancing of prices shall be subject to rejection. Any bid not accompanied by a properly prepared bid security shall be subject to rejection. A bidder may, after turning in his bid, withdraw his bid upon written request, at any time up to the closing time for accepting bids.

7. AWARD OF CONTRACT

Unless the OWNER elects to reject all bids, the contract shall be awarded within sixty (60) days of receipt of bids.

8. EXECUTION OF CONTRACT

Any bidder whose proposal is chosen shall, upon written notification, have fifteen (15) calendar days to present to the OWNER the properly executed contract, failure to do so shall constitute a breach of agreement affected by acceptance of the bidder's proposal. Loss to the OWNER due to such breach of agreement shall include loss due to interference with a timely construction program and other items whose value is difficult to compute. The amount of the bid security presented with the bidder's proposal shall be retained by the OWNER as liquidated damages for failure to enter into contract. Failure of the

chosen bidder to execute a contract within the stipulated time frame shall indicate the bidder has abandoned the contract and his proposal and the OWNER's acceptance of that proposal shall be null and void.

9. SUBCONTRACTS

The successful bidder will furnish to the OWNER a list of subcontractors whom he proposes to use to supplement the work of his own forces. This list shall be submitted prior to the award of the contract.

10. CONDITIONS OF WORK

Each bidder is expected to inform himself fully of the conditions relating to construction and labor under which the work will be performed and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents.

11. TIME FOR BEGINNING AND COMPLETING THE WORK

Except as may be modified in the Special Conditions, the CONTRACTOR shall commence the work within ten (10) calendar days after the date written notice shall have been given to him, and shall progress therewith so that the work shall be substantially completed in accordance with the terms of the contract documents within the number of days therein specified.

12. SUBSTITUTIONS

Where materials or equipment are specified by a trade or brand name it is not the intent of the OWNER to discriminate against a product of equal standards of performance or manufacture, but to establish a basis for an equal comparison of bids. If, in preparation of his proposal, a bidder wishes to substitute for items of material or equipment which have been specified by name, it must be on the basis of written confirmation from the ENGINEER who shall be the only source of such determinations. Bids containing unapproved substitutions shall be subject to rejection due to irregularities in preparation of the bid.

13. PERFORMANCE AND PAYMENT BOND

The successful bidder will be required to furnish a performance bond and payment bond, both in the full amount of the contract sum, from a company licensed to operate in the State of Texas and listed with the Texas State Board of Insurance Commissioners.

14. NUMBER OF SETS OF DOCUMENTS

The Contractual agreement and bonds shall be executed in not less than three (3) original sets. OWNER will supply the CONTRACTOR five (5) sets of Specifications and Drawings for use during construction, free of charge. Additional sets can be obtained at commercial production rates.