

NOTICE TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The COUNTY OF TARRANT (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 Tarrant County Community Development Division until **10:00 A.M., Wednesday, March 27, 2024** and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to TARRANT COUNTY COMMUNITY DEVELOPMENT DIVISION at 2501 PARKVIEW DRIVE, SUITE 420, FORT WORTH, TX 76102 and designated as Bid for APACHE TRAIL UTILITIES (Shawnee Trail to Dakota Trail).

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 60 days after bid opening.

2. PREPARATION OF BID

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. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. METHOD OF BIDDING

The Owner invites the following bid(s):

As indicated in PROPOSAL.

4. QUALIFICATION OF BIDDER

The Owner will make such investigations as he 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 therefore to complete the work contemplated herein. Conditional bids will not be accepted.

5. BID SECURITY

Each bid must be accompanied by a certified 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 bid. Such checks or bid bonds will be returned to all except the three lowest bidders within thirty days after the opening of bids and the remaining 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 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.

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 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 bond.

7. 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" by the Owner and to fully complete the project within the specified time as stated in the proposal.

8. 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 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 of or interference with the work of any other contractor.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of 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 the engineer using the delivery system set up for the distribution of the plans and specifications, whether that be digital or hard copy distribution, and to be given consideration, must be received at least five 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 distributed to all

prospective bidders through the contact information provided by each individual bidder, not later than the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so shall become part of the contract documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

In the event the Contract amount exceeds \$100,000, simultaneously with his 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.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

12. 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
- d. Stated allowances
- e. Build America, Buy America Act (BABA)

13. 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.

14. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, a lowest non-deductive base bid submitted by a responsible bidder does not exceed the amount of funds estimated by the Owner as available to finance the contract, the contract will be awarded on

the submitted Base Bids. If bids exceed this amount, the Owner may reject all bids. No conditional bids will be accepted.

15. 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 the bidder from any obligation in respect to his bid.

16. WORK ORDER CHANGES

It is understood that the quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. Any change order will be approved by the Commissioners' Court of Tarrant County prior to work being started on said change.

17. MAINTENANCE BOND

Maintenance Bonds to cover defective workmanship or materials are required for all projects in the amounts and time periods as discussed in the Special Conditions, Section X, Paragraph 12.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth except as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, they may be decreased to cover deletion of work so ordered.

The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

18. SAM REGISTRATION

Contractors must have a Unique ID # with SAM.gov to enter into this contract.

-END OF NOTICE TO BIDDERS-