



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, December 5, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2017-35
CONSTRUCTION OF THE EDINBURG TRANSIT TERMINAL
TX-90-Y057

The City of Edinburg has recently received a Grant award from the Federal Transit Administration (FTA), Project No. TX-90-Y057 for the Construction of the Edinburg Transit Terminal. Bidders on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards, Rehabilitation Act of 1973, Section 504 accommodations for person with disabilities (29 U.S.C. § 504), affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, and the Contract and Work Hours and Safety Standards Act.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

Prospective contractors/subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at www.sam.gov. All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

Prevailing Wage Rates, Davis Bacon and Related Acts

Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Department of Labor and contained in the contract documents, must be paid on this project. This requirement is applicable to both the contractor and any subcontractor under him/her during the duration and execution of the contract. All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin.

“Applicable to this project is Department of Labor General Wage Decision Number TX160008, 01/08/2016, TX8. In the event that a new wage decision is released prior to the bid opening the new wage decision will be applicable.”

Contract Work Hours and Safety Standards Act (CWHSSA)

It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

Disadvantaged Business Enterprise (DBE)

This Project is subject to title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises." The selected Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Bidders shall be fully informed respecting the requirements of the Regulations. The Regulations in their entirety are incorporated herein by this reference.

Buy America (49 CFR Parts 661 and 663)

This Project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by, the Intermodal Surface Transportation Efficiency Act of 1991. Bidders shall be fully informed respecting the requirements of the Regulations. The Regulations in their entirety are incorporated herein by this reference.

Bidders receiving a “NOTICE TO BIDDERS” and/or “REQUEST FOR PROPOSALS” notice in the mail or reading same in the newspaper are advised that the bidding documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: THE DEPARTMENT OF ENGINEERING, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8211 or by e-mailing your request to the following e-mail address: plongoria@cityofedinburg.com

One Compact Disc containing the Bid Documents in digital format from the Architect's Office (956) 386-0611, for \$25.00 (non-refundable) in cash, check, or money order payable to Negrete & Kolar Architects, LLP.

One set of (printed) Bid Documents from RGV Reprographics, 519 South Broadway, McAllen, Texas 78501; (956) 686-1525, Printing expenses incurred by contractor shall not be reimbursed by the City of Edinburg nor the Architect.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **90** days without taking action.

Bids sent via facsimile **shall not** be accepted. **Bids shall be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of bid envelope with corresponding bid number and title.**

“The City of Edinburg is an Equal Employment Opportunity Employer”

CITY OF EDINBURG
INSTRUCTIONS TO BIDDERS
GENERAL TERMS AND CONDITIONS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the **Construction of the Edinburg Transit Terminal** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**." Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

A pre-bid conference will be held at 10:00 a.m. Tuesday, November 22, 2016 at the Edinburg City Hall Community Room, 1st Floor, located at 415 W. University Drive, Edinburg, Texas. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding this bid, please contact Ponciano Longoria, City Engineer, at (956) 388-8210.

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDERS (Continued):

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day. Delivery time may be considered as basis of award.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

INSTRUCTIONS TO BIDDERS (Continued):

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the Bid 2015-85 CONSTRUCTION OF THE EDINBURG TRANSIT TERMINAL

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 90 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

INSTRUCTIONS TO BIDDERS (Continued):

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

INSTRUCTIONS TO BIDDERS (Continued):

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS: Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

INSTRUCTIONS TO BIDDERS (Continued):

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is

INSTRUCTIONS TO BIDDERS (Continued):

provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND REQUIREMENTS

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to **five percent (5%)** of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

OTHER TERMS AND CONDITIONS

DOCUMENTS:

- A. Bidding Documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com. Bidders may print the bid document at bidder's expense. Printing expenses are not reimbursed by City of Edinburg nor Architect.
- B. A Compact Disc of the Bidding Documents in digital media format (PDF) can be obtained from the Architect's Office (956) 386-0611, for \$25.00 (non-refundable) in cash, check, or money order payable to Negrete & Kolar Architects, LLP. Bidders may print the bid document at bidder's expense. Printing expenses are not reimbursed by City of Edinburg nor Architect.
- C. One set of (printed) Bid Documents from RGV Reprographics, 519 South Broadway, McAllen, Texas 78501; (956) 686-1525, Printing expenses are not reimbursed by City of Edinburg nor Architect.
- D. Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assumes any Responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- E. Complete digital sets of Drawings and Project Manuals are on file at the following locations and subcontractors may examine them there:
 - McGraw-Hill Construction
 - www.dodgeplans.construction.com
 - A.G.C. PLAN ROOMS: Pharr, Harlingen, Brownsville

EXAMINATION:

- A. Bidders shall carefully examine the Bid Documents and the construction site to familiarize themselves with existing local conditions under which the Work is to be performed.
- B. Extra payments will not be authorized for work that could have been foreseen by careful examination of the site.

Submission of a Bid shall constitute acceptance, by the Bidder, of existing site conditions as a part of the requirements for this work.
- C. Bidders shall carefully examine the Bid Documents to verify that they agree with the Table of Contents in the Project Manual, the Index of Drawings Sheet on the Drawings, and the Cover Page of all Addenda. Bidders shall be responsible for obtaining any pages or sheets which have been inadvertently left out during the printing process.
 - 1. All entities bidding on any portion of the work contained in the Contract Documents shall ascertain the completeness of the set of documents.
 - 2. The Contract Documents are printed by an independent vendor and, although the Architect endeavors to check the documents for completeness, the Architect has, in the past, discovered missing or misplaced sheets in the Drawings and the Specifications.
 - 3. Each entity receiving a set of Contract Documents shall check the indexes against the sheets or pages contained in the sets.
 - 4. Should pages or sheets be found to be misplaced or missing, immediately notify the Architect who will

INSTRUCTIONS TO BIDDERS (Continued):

- give direction as to placement or provide the sheets or pages that are missing.
5. Failure to notify the Architect means the Bidder is providing a proposal based on a complete set of Contract Documents.

INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.
- B. Submit all questions regarding clarification or interpretation of Bid Documents to the Office of the Architect: Negrete & Kolar Architects, LLP; 204 East Stubbs, Edinburg, Texas 78539; (956) 386-0611.
- C. Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all Bidders in the form of an Addenda. General contractor and subcontractors shall submit questions in writing seventy-two (72) hours prior to opening of proposals.
- D. Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.
- E. All General Contractors shall check with the Architect within **six (6)** hours prior to Bid Opening to secure all Addenda. The Architect will not be responsible for oral clarification.

BASIS OF BIDS:

- A. Bids shall be on a lump sum basis and shall include all costs for this Project as described and indicated by the Contract Documents. Basis for Bidding shall be on brands, materials, processes, products, persons or organizations, etc., indicated in the Contract Documents.
- B. Bids shall include all unit price costs and all Alternate costs as indicated by the Contract Documents and Proposal Form.

ALTERNATES:

- A. The Owner may, at his option, elect to proceed with any or all Alternates as set forth in the Bidding Requirements.
- B. Amount shown in Bid for each Alternate shall include profit, insurance, contingencies and other costs incidental to performance under such Alternative.
- C. Amount shown in Bid for each Alternate shall include the making of all changes and the installation of all materials and equipment necessary to the accomplishment of the Alternate requirements.

SUBSTITUTIONS:

- A. Approval Required:
 1. The Contract is based on the standards of quality established in the Contract Documents.
 2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the Architect before being incorporated into the work.

INSTRUCTIONS TO BIDDERS (Continued):

3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Architect.
4. Product substitution requests shall be submitted no later than 7 days prior to Opening of Bids (Proposals) as noted in Section 00020.

BIDS:

- A. Bid shall be made on unaltered Bid Forms furnished by the Architect. No oral, telephone or personal Proposals will be considered. All blank spaces shall be properly filled in by typewriter or manually in ink.
- B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- C. Any alteration or erasure to information entered in the blank spaces must be initialed by the signer of the Bid.

Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
- D. Original typed sheets shall be submitted, signed in longhand below the typed name of the person authorized to bind the Bidder to a Contract.
- E. Where Bidder is a corporation, Bid must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a Contract.
- F. Failure to submit a Bid on the form requested, or the inclusion of conditions, limitations or provisions distorting the intent of the Bid Documents, may render the Bid irregular and subject to rejection.

MODIFICATION OR WITHDRAWAL OF BID:

- A. A bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, unless the award of Contract has been delayed more than sixty (60) days.
- B. Prior to the time and date designated for receipt of Bids, bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.
- C. Modification of Bids shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.
- D. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- E. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

LOCATION AND ACCESS TO PREMISES:

- A. The project site location: ***Refer to vicinity map on drawings.***

INSTRUCTIONS TO BIDDERS (Continued):

- B. The Contractor shall have free access to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill his contract. He shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion.

STATE SALES TAX:

- A. This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.