

NOTICE TO BIDDERS

1. Sealed Bids will be received in a sealed envelope addressed to GREATER TEXOMA UTILITY AUTHORITY on behalf of Bear Creek Special Utility District, 16881 Co. Rd. 541, Lavon, TX 75166 until **10:00 AM.**, on **September 26th, 2019** ("Closing Time") for:

S.H. 78 16" and 12" Water Lines

At the above time and place the bids will be publicly opened and read aloud and retained by Bear Creek SUD for tabulation, verification and evaluation.

The last day for bidder questions will be **September 20th, 2019** at 5:00 PM. After that day and time, no questions will be answered by the Engineer or Owner.

2. The Work is to include furnishing all labor, materials, and equipment, and performing all work necessary for the installation of 6,975 LF of 12-inch water line, and 1,537 LF of 16-inch water line, and all associated appurtenances and connections to existing water lines along S.H. 78 in Lavon, TX. The limits of the project are from the existing pump station located on Geren Drive to the intersection of SH 78 and Bently Drive.
3. Pre-qualification of bidders is not required with the bid. The SUCCESSFUL BIDDER will be required to fill out the included qualification statement of the bidders form.
4. Bids shall be submitted in sealed envelopes addressed to the Owner upon the blank form of the bid form furnished, and shall be marked on the outside of the envelope with the following information: (a) the submitting firm's name and (b) **"BID ENCLOSED – S.H. 78 16" and 12" WATER LINES– DO NOT OPEN UNTIL 10:00 AM, September 26th, 2019."**
5. A Bid Bond in the form of a cashier's check, a certified check, or an acceptable bidder's bond made payable without conditions to "GREATER TEXOMA UTILITY AUTHORITY on behalf of Bear Creek Special Utility District" in an amount of not less than five percent (5%) of the total amount of the bid submitted, must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required and provide evidence of all required insurance coverage. All bidders' security will be retained until a contract has been awarded and executed.
6. Plans and Specifications and Contract Documents may be examined without charge at the Engineers Office at Kimley-Horn and Associates, Inc. at 260 East Davis Street Suite 100, McKinney, Texas 75069.
7. Electronic copies of the Contract Documents on CD may be purchased from Kimley-Horn and Associates, Inc. at 260 East Davis Street Suite 100, McKinney, Texas 75069. The cost for Contract Documents is **\$25 per each CD.**

THE PURCHASE PRICE IS NON-REFUNDABLE. Submit check, cashier check or money order for payment. Cash will not be accepted.

8. The Owner reserves the right to accept the bid which, in its judgment provides the most value to the Owner; to reject any or all bids; and to waive irregularities or informalities in any bid received, deemed to be in the best interest of the Owner. Conditional or qualified bids will not be accepted. In case of ambiguity or lack of clearness in stating prices in the bid, the Owner reserves the right to accept the most advantageous construction thereof to the Owner or to reject the bid. No officer or employee of the Owner shall have a financial interest, direct or indirect, in any contract with the Owner. No bid may be withdrawn within one-hundred twenty (120) days after the Closing Time without prior written approval of the Owner.
9. The date/time stamp located in the Owner's office serves as the official time clock. Bids must be hand delivered to the Owner's office. USPS will not deliver to the Owner's office. It is recommended that bid deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. **Bidder bears full responsibility for ensuring the bid is delivered to the specified location by the Closing Time. The mere fact that a bid was dispatched will not be considered. Submissions received in the office after the Closing Time shall be returned unopened.**
10. This contract will be funded through the Texas Water Development Board, and the following provisions will apply:

The contract will be contingent upon release of funds from the Water Development Board.

Any contract or contracts awarded under this Notice to Bidders are expected to be funded in part by a financial assistance from the Texas Water Development Board. Neither the U.S. Environmental Protection Agency (EPA) or the State of Texas, nor any of its departments, agencies, or employees are or will be a party to this Notice to Bidders or any resulting contract.
11. Any contracts awarded under this Notice to Bidders are subject to the American Iron and Steel requirements of federal law, including federal appropriation acts.
12. This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit

Category	MBE	WBE
Construction	19.44%	9.17%
Equipment	16.28%	11.45%
Services	20.41%	13.66%
Supplies	25.34%	8.82%

13. Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
14. 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 Commerce and contained in the contract documents, must be paid on this project. The Davis-Bacon prevailing wage rates requirements apply to contractors and subcontractors.
15. Contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

Greater Texoma Utility Authority on behalf of Bear Creek Special Utility District

Advertising Dates:

Gainesville Daily Register: Saturday, August 31 and September 7, 2019

Herald Democrat: Sunday, September 1 and September 8, 2019

McKinney Courier-Gazette: Sunday, September 1 and September 8, 2019