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New Braunfels Utilities
P.O. Box 310289
New Braunfels, TX 78131

Project: PROJECT NAME

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with New Braunfels Utilities (NBU) in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other Documents required by the Bidding Requirements within ten (10) days after the date of NBU's Notice of Award,
3. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Number	Date
_____	_____
_____	_____
_____	_____

- b) BIDDER has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface of physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of Work as BIDDER considers necessary for the performance or finishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumed responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in Accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.05 of the General Conditions.
- e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- f) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable by BIDDER.
- g) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or

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corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over NBU.

4. BIDDER will complete work for the following prices:

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____

TOTAL BASE BID: \$ _____

TOTAL BID (Base Bid Plus Alternates): \$ _____

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14-13 of the General Conditions within the Calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

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6. The following documents are attached to and made a condition of this Bid:
- a) Required Bid Security in the form of five percent (5%) of the Bidder's maximum base bid price and in the form of certified check of a Bid Bond.

7. Communication concerning this Bid shall be addressed to:

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

BID GUARANTY: Enclosed with this Bid is a bid guaranty meeting the requirements established in Section 0020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of ninety (90) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if: bidder withdraws a submitted Bid within the period stated above; bidder fails to submit the required post bid information within the period specified in Section 0020 or 0100, or any mutually agreed extension of that period; or bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within ten (10) calendar days after notice of award, or any mutually agreed extension of that period.

For utility line projects, Final Completion should normally be chosen as the end of contract time as this affects the beginning and ending of the warranty period. Ensure the definitions found in the General Conditions, Section 0700 and the Supplemental General Conditions, Section 0810 are in accordance with the Project Manager's intent.

TIME OF COMPLETION: The undersigned bidder agrees to commence work within ten (10) calendar days after written notice as specified in a written "Notice to Proceed" to be issued by the OWNER and to **(substantially)(finally)** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within _____ (____) **(Working)(Calendar)** days. The bidder further agrees that should the bidder fail to **(substantially)(finally)** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

LIQUIDATED DAMAGES: The bidder understands and agrees that the timely completion of the described Work is of the essence. The bidder and the OWNER agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the **(Substantial)(Final)** completion date as established by the first sentence of the above paragraph, "Time of Completion", the bidder shall pay the amount of _____ dollars (\$_____) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any payment due to the bidder. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the Surety shall be liable for Liquidated Damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

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OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the bidders).

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Secretary, *if bidder is a Corporation	Bidder
(Seal)	Authorized Signature
	Title
	Date
Copy of Corporate Resolution and minutes with certificate of officer of bidder as to authority of signatory to bind bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.	
	Address
	Telephone Number / FAX Number

End