

BID FORM

**CANYON RANCH MUD,
CANYON RANCH UNIT 5 “WATER, SEWER, STREETS AND
DRAINAGE IMPROVEMENTS”**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Lennar Homes of Texas
On behalf of
Canyon Ranch MUD
c/o BGE, Inc.
7330 San Pedro, Suite 202
San Antonio, TX 78216

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or

subsurface structures at the Site (except Underground Facilities) as containing reliable “technical data”.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Whereas, the Engineer has prepared certain drawings, specifications and/or other data in electronic form (the “Electronic Media”) for the Project, on behalf of the Owner, and whereas the Bidder is a Contractor, Subcontractor, Consultant, interested party, or provider of services or labor and materials for said Client, and the Bidder desires to obtain electronic copies of certain of the Engineer’s Electronic Media for the Project, and whereas Engineer has provided a copy of the Electronic Media for the convenience of the Bidder only under certain express conditions of understanding, acknowledgement and covenant as hereinafter provided without qualification. Now, therefore, in consideration of the Submittal of this Bid, the delivery by Engineer of the Electronic Media to the Bidder, and other good and valuable consideration, Engineer and Bidder agree as follows:
 - 1. **ACKNOWLEDGMENT AND LIMITATIONS:** It is acknowledged that Engineer retains all common law, statutory and other rights, including copyrights, to the Electronic Media. The Electronic Media may not be a complete set of all of the instruments of professional services applicable to the Project and the Electronic Media are not substitutions for the instruments of professional services relating to the Project. Differences may exist between the instruments of professional services and the Electronic Media which Engineer is under no obligation to discover or disclose if known. The Electronic Media may be incompatible with Bidder’s software and hardware configurations. In all ways, including those enumerated, Bidder accepts the Electronic Media “as is” and with all faults and Engineer is under no obligation to correct, update for changes, enhance or maintain the electronic Media for Bidder. Engineer does not represent or warrant that the Electronic Media are complete, free from defects, or accurate now or

in the future. It is acknowledged, finally, that no client relationship is created by or through this Agreement between Engineer and Bidder. Under no circumstance shall the transfer of the Electronic Media to Bidder be deemed a sale by Engineer to Bidder.

2. Subject in all respects to Bidder's strict compliance with the terms and conditions of this Agreement, Engineer hereby grants to Bidder a non-exclusive, non-sublicensable, non-transferable license under Engineer's intellectual property rights to utilize, make copies and produce derivative works of the information contained in the Electronic Media, but solely in connection with the Bidder's services and/or work on the Project. Notwithstanding the above, this Agreement does not create any duty or obligation owed by Engineer to Bidder with respect to Bidder's performance of its obligations under any agreement with any third party. Bidder agrees that it shall not use the Electronic Media, in whole or in part, for any purpose or project other than the Project. Bidder acknowledges that the Electronic Media are subject to change or modification and Bidder agrees to bear full responsibility to update any derivative works produced from the Electronic Media. The Bidder shall provide Engineer with written notice of any errors or omissions in the Electronic Media within seven (7) days following Bidder's discovery of any such error or omission. Bidder acknowledges and agrees that, apart from the rights licensed under this paragraph two (2), this agreement does not grant to Bidder any ownership right, title or interest in the Electronic Media or Engineer's intellectual property.
3. WAIVER AND RELEASE: BIDDER AGREES ALL RISK OF INCOMPLETE, INACCURATE, DEFECTIVE AND VARIANT INFORMATION CONTAINED IN THE ELECTRONIC MEDIA, AND WAIVES, QUILTS, AND FOREVER DISCHARGES AND RELEASES THE CLIENT, THE ENGINEER AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND SUCCESSORS FROM EVERY CLAIM, DEMAND, DAMAGE, CAUSE OF ACTION, LOSS, EXPENSE AND LIABILITY (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATED TO ANY ERROR, DISCREPANCY, INACCURACY, VARIATION OR OTHER DEFECT IN THE ELECTRONIC MEDIA, WHETHER OR NOT RESULTING IN WHOLE OR IN PART FROM AN ACT, ERROR OR OMISSION OF THE ENGINEER AND WHETHER OR NOT SUCH CLAIMS ARE KNOWN OR UNKNOWN AS OF THE DATE OF THIS BID SUBMISSION.
4. REUSE: The Electronic Media is not reusable for any other project or for additions or extensions of the Project identified in the Electronic Media. Engineer does not authorize release of the Electronic Media to any person or party other than the Bidder, and the Bidder agrees and covenant not to release the Electronic Media to any other party.
5. INDEMNIFICATION: USE OF THE ELECTRONIC MEDIA SHALL BE AT THE SOLE RISK OF THE BIDDER AND WITHOUT LIABILITY OF LEGAL EXPENSE TO THE CLIENT OR THE ENGINEER. BIDDER SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THE CLIENT, THE ENGINEER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, MEMBERS, PARTNERS, AGENTS, REPRESENTATIVES, ASSIGNS AND SUCCESSORS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING IN WHOLE

OR IN PART FROM BIDDER'S USE OF, OR RELIANCE ON THE ELECTRONIC MEDIA.

6. **DISPUTES:** Due to the risk of damage, anomalies in transcription or copying and modification during use by Bidder where intended or otherwise, it is agreed the Engineer's archived copy of the Electronic Media is the only official version. Engineer's archived copy of the Electronic Media shall be conclusive, un rebuttable proof in all disputes over the content of the Electronic Media furnished to Bidder by the Agreement. THIS AGREEMENT SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS.
7. Paragraphs 1, 3, 4, 5 and 6 shall survive whether this Bid is accepted or not.
8. All terms and conditions above are hereby agreed to and accepted by Bidder in their entirety as a condition of receipt of the Electronic Media and submitting a Bid.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **three hundred and thirty-five (335)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **three hundred and sixty-five (365)** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Please provide the percentage of work the Bidder will be performing as well as a full list of Subcontractors and what their associated scope entails.
- D. List of Proposed Suppliers;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Evidence of meeting the minimum qualifications.
- G. Digital file of the Bid forms (from Article 5) in Microsoft Excel compatible format, subject to the following allowances and conditions:
 - 1. The digital file must be delivered to the Engineer no later than 24 hours after Bid opening.
 - 2. The digital file must be delivered via email, or physically delivered on appropriate media such as a compact disk (aka.CD).

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in [State where Project is located] is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL) By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

BID SECURITY

(BIDDER to fasten acceptable Bid Security to this page)

MINIMUM QUALIFICATIONS

(BIDDER to fasten evidence of qualifications to this page)

The contractor shall submit evidence that they meet the following minimum qualifications:

1. A total bonding capacity of at least \$5 million dollars.
2. List five local (within the San Antonio-New Braunfels MSA), completed jobs over \$5 million dollars, including name and contact information of a reference for the job.
3. Are you in any lawsuits or legal disputes related to private development work? YES /NO

ARTICLE 10 – SUBMITTAL OF BID FORM ON COMPUTER SPREAD SHEET

Bidder, at its option, in lieu of hand writing in the unit price figures in ink on the Bid forms above, may submit a computer printout sheet bearing certification by, and signature for, the bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the OWNER. The computer printouts must use the digital Bid Form file provided by the Engineer, and must not be modified other than the addition of bid price information, and the certification (shown below).

If a computer printout is used, the bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued, “domestic” or “foreign origin”, estimated amount of hazardous waste.

Bids with unit prices by computer printout may be rejected if:

1. The computer printout does not bear the certification verbatim, as shown below.
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout omits required bid items or includes items not shown on the Bid form in the Contract Documents.
4. The Bid documents issued by the OWNER are not fully executed as provided above.

If the Bid submitted by the bidder contains both the form furnished by the OWNER, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit bid prices shown on the computer printout will be used to determine the Bid. In the event of conflict between the two, unit Bid prices will prevail over the extended (Total) prices.

REQUIRED COMPUTER PRINTOUT CERTIFICATION

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all of the Bid items and the alternates, if applicable, contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out. *(YOUR FIRM'S NAME)* acknowledges and agrees that the total Bid amount shown will be read as its total Bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts. In the event of conflict between the two, unit Bid prices will prevail over the extended (Total) prices.

Signed: _____

Title: _____

Date: _____