

INSTRUCTIONS TO BIDDERS

1. BID DOCUMENTS: The Bid Documents shall include this Notice of Request for Competitive Bids and Instructions to Bidders, the Bid Form (including all Schedules thereto), the Contract Documents (as defined below), and any other sample bidding and contract forms referred to herein. The Contract Documents shall consist of the Standard Form of Agreement and the General Conditions of Agreement, the Project Drawings, Specifications and all Addenda issued with respect to any of the Contract Documents prior to the receipt of bids.

2. INTERPRETATIONS, CHANGES AND SUBSTITUTIONS: Each bidder shall carefully study and compare these Bid Documents with any existing work or work under construction; examine the site and local conditions; and promptly report to Colliers Engineering & Design ("Engineer") any suspected errors, inconsistencies or ambiguities. Bidders may only request clarification or interpretation of Bid Documents in writing, which request must be received by the Engineer at least five (5) days prior to the last date for submission of bids.

IN NO EVENT SHALL REQUESTS FOR SUBSTITUTIONS BE ACCEPTED OR CONSIDERED BY OWNER PRIOR TO THE AWARD OF THE AGREEMENT.

Interpretations, corrections, and/or changes of or to the Bid Documents will be made by written Addendum issued by the Engineer. Any interpretations, corrections or changes of or to the Bid Documents made in any other manner will not be binding upon the Owner, and bidders may not rely thereon. Addenda will be mailed or faxed to all persons known by the Engineer to have received a complete set of Bid Documents, and will be mailed or faxed to each bidder at the address or fax number furnished by such bidder

to the Engineer for such purposes. No Addenda will be issued later than three (3) days prior to the last date for submission of bids except an Addendum withdrawing the request for bids or which includes postponement of the date for receipt of bids. Each bidder shall acknowledge the receipt of all Addenda issued in its bid. Failure of a bidder to receive any such Addenda shall not relieve the bidder from any obligation under its bid as submitted. Any Addenda so issued shall become a part of the Contract Documents.

3. BID FORM: Bids shall be submitted on the prescribed form included in the Bid Documents. All blanks on the Bid Form shall be completed, in ink or typewritten, with sums expressed in unit prices and subtotal amounts. In case of discrepancy between the unit prices and subtotal amounts, the lowest amount shall govern. Each copy of the Bid Form shall include the legal name of the bidder and shall indicate whether the bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy of the Bid Form shall be signed and each page initialed by the person or persons legally authorized to bind the bidder. A bid by a corporation or other entity shall include the state of incorporation or organization of the bidder, evidence of registration to do business in Texas and reasonable evidence of the authority of the person signing the bid to bind the corporation or other entity. Each bidder shall complete, execute and deliver (as applicable) with its bid, as part of the Bid Form included with the Bid Documents, the following:

a. CONTRACTOR'S QUALIFICATION STATEMENT (AIA FORM A305): Executed counterpart of the Contractor's Qualification Statement to be procured from AIA San Antonio, which will be attached to the Bid Form as Schedule 1.

b. HOLD HARMLESS AGREEMENT: Executed counterpart of the Hold Harmless Agreement attached to the Bid Form as Schedule 2.

c. CERTIFICATE OF INSURANCE: A specimen form of insurance certificate (which may be marked "For Bid Purposes Only") evidencing the coverages specified in the General Conditions and the Supplementary Conditions, on the most current edition of the ACORD form 25-S, to be procured by Bidder and, which will be attached to the Bid Form as Schedule 3.

d. BID SECURITY: A certified check or bid bond issued by a surety authorized to issue surety bonds in the State of Texas in the amount equal to five percent (5%) of the Base Bid, plus all additive alternates, if applicable, to be attached to the Bid Form as Schedule 4.

e. FELONY CONVICTION NOTIFICATION: Executed counterpart of the Felony Conviction Notification attached to the Bid Form as Schedule 5.

f. OUT OF STATE CERTIFICATION: Executed counterpart of Out of State Certification attached to the Bid Form as Schedule 6

g. BID PROPOSAL SCHEDULE: Executed counterpart of the Bid Proposal Schedule attached to the Bid Form as Schedule 7.

Above items (a) - (g) are required by the Owner to adequately evaluate the bidder's qualifications. Failure of the bidder to deliver any such items with its bid shall constitute a basis for rejection of the bid by the Owner. All responses in the bid and qualification statement may be used by the Owner in the selection of the bidder. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the proposal or qualification statement.

4. SUBMISSION OF BID: All bids must be delivered in person, by United States mail, or by a commercial delivery service. Bids received by oral, telephonic, facsimile, telegraph or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Bid Form and in the Notice of Request for Competitive Bids and Instructions to Bidders shall be enclosed in a sealed envelope, addressed to Gordon Koenig, Colliers Engineering & Design, 3421 Paesanos Parkway, Suite 200, San Antonio, Texas 78231 and identified as a bid for **CLEARWATER CREEK PHASE 1A**. Bids shall be enclosed in a separate envelope, clearly notated "Sealed Bid Enclosed" on the face thereof.

The Owner will receive bids until 3:00 PM on Monday, December 04, 2023. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Each bidder shall assume full responsibility for timely delivery of its bid to the location designated for receipt of bids. Bids received after the date and time for receipt of bids will not receive consideration and will be returned unopened.

By submitting a bid, the bidder warrants and represents to Owner that (i) the bidder has prior experience on construction projects of the same or similar type, nature and class as the work to be performed under the Contract Documents; (ii) the bidder has read and understands the Bid Documents and the Contract Documents; (iii) the bid is made in accordance with the Bid Documents; and (iv) the bidder has carefully inspected the site, and that from the bidder's own investigation, the bidder has satisfied itself as to the nature and location of the work to be performed under the Contract Documents and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the work to be performed under the Contract Documents; the general and local conditions and other items which may in any way affect the

work to be performed under the Contract Documents or its performance; and the bidder has correlated the bidder's site observations with the requirements of the Contract Documents. The bidder understands and accepts the difficulties and costs associated with the work to be performed under the Contract Documents and the project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the bid amount.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, Developer (as that term is defined in the General Conditions of Agreement), Engineer (as that term is defined in the Standard Form of Agreement), and their respective trustees, officers, shareholders, director, partners, agents, contractors, consultants and employees, arising out of or in connection with the administration of any bid; waiver of any requirements under the Bid Documents or the Contract Documents; acceptance or rejection of any bids; or award of the Agreement.

5. MODIFICATION AND WITHDRAWAL OF BIDS: A bid may not be modified, withdrawn or canceled by a bidder for a period of sixty (60) days after the last date specified for receipt of bids. Prior to the last date specified for submission of bids, a bid may be modified or withdrawn by notice to Owner at the place designated for receipt of bids. Such notice shall be in writing and executed by the bidder, or by facsimile, or telegram. If by facsimile or telegram, written confirmation executed by the bidder shall be mailed and postmarked on or before the stated time set for receipt of bids. Any modification shall be worded so as not to reveal the amount of the original bid. Any bid withdrawn may be resubmitted within the time designated for the submission of bids.

6. ACCEPTANCE AND/OR REJECTION OF BIDS: The Owner may request from a bidder a written interpretation of any term or statement in a

bid that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. The Owner shall have the right to reject all bids; to reject a bid not accompanied by the required bid documents or security; to reject a bid which is in any way incomplete, irregular, or nonconforming; or to reject a bid which may otherwise be legally rejected for any reason. The Owner may waive any formality in any bid to the fullest extent permitted by applicable law.

7. BID SELECTION CRITERIA: The Owner will evaluate bids submitted by qualified bidders based solely on the bid price and compliance with bid requirements.

8. AWARD OF AGREEMENT: Time is of the essence, and the award of the Agreement to the successful bidder is expressly conditioned upon (i) the bidder's execution and delivery of the Contract Documents, and delivery of all required payment and performance bonds and evidence of insurance, within five (5) calendar days after the successful bidder is notified of the acceptance of its bid, and (ii) the bidder's timely fulfillment of any and all other conditions expressly set forth in the Contract Documents. Should the bidder fail to timely execute and deliver the Contract Documents and evidence of insurance, or fail to timely fulfill any other conditions to the Contract Documents and the commencement of the work to be performed under the Contract Documents, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the bid security, rescind the award and thereafter award the agreement to another bidder, or may reject all bids. There will be no contractual obligation on the part of the Owner to any bidder, nor will any bidder have any property interest or other right in the Agreement or work to be performed under the Contract Documents unless and until the Contract Documents are unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the bidder have either been so fulfilled by the bidder or waived in writing by the Owner

9. TRENCH EXCAVATION PROTECTION: Specific reference is hereby made to requirements for trench excavation protection with respect to the work to be performed under the Contract Documents. Each bidder is advised that certain requirements with respect to trench excavation protection must be satisfied prior to award of the Agreement.

10. PREVAILING WAGE RATES: As set forth in the Contract Documents, each bidder is advised that, if awarded the Agreement, the bidder must comply with the requirements of V.T.C.A., Government Code §2258.001 et seq., with respect to the work to be performed under the Contract Documents, and in this regard shall pay to and cause all of its subcontractors to pay not less than the general prevailing rate of per diem wages and the prevailing rate for legal holidays and overtime work, as ascertained by the Owner.

11. BID MEETING: Each bidder is **ENCOURAGED** to attend a pre-bid meeting to be held at 2:00 PM, on Tuesday, November 21, 2023 at Colliers Engineering & Design, 3421 Paesanos Parkway, Suite 200, San Antonio, Texas 78231.