

To: All Bidders

From: Bowman Consulting Group, LTD
807 Las Cimas Pkwy, Suite 350
Austin, TX 78746

Date: February 27, 2026

RE: **Dhanani Way and DPEG Zarzamora** – Bid
Addendum 2

To All Bidders,

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, issued on February 23, 2025. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Addendum 2.

Contract Revisions:

- **Replace the Advertisement for Bids 00100 in its entirety to:**
 - Revise the date that the Request For Information (RFI) Form will be taken up to 12pm on March 6th, 2026.
 - Revise the date the bids are due to **Wednesday, March 11th, 2026** (Central Time) for construction of Dhanani Way and DPEG Zarzamora.
- **Replace the Instruction to Bidders 00200 in its entirety to:**
 - Revise the date the bids are due to **Wednesday, March 11th, 2026** (Central Time) for construction of Dhanani Way and DPEG Zarzamora.

This Addendum consists of 14 pages.

ADVERTISEMENT FOR BIDS

Dhanani Private Equity Group is accepting bids from select qualified contractors for the construction of "**Dhanani Way and DPEG Zarzamora**" Job No. 250503-01-001, Contract No. 1; a commercial and multi-family residential development located near the east side of the intersection of W. Chavaneaux Ave. and Strech Ave, San Antonio, Bexar County, Texas. Work shall include water, wastewater, streets, and drainage, and TXDOT turn lanes. Each invited General Contractor desiring to submit a bid will be emailed a complete PDF set of drawings via electronic transfer.

Engineer of Record will not take calls during bidding from the Bidders. All correspondence shall be submitted via email on the provided Request For Information (RFI) Form to jerry.perales@bowman.com. RFI's will be taken up to 12pm on **March 6th, 2026**. The RFI responses shall be copied to all Bidders.

Bids shall be signed by a person legally authorized to bind the contractor. Bid Proposals may be delivered electronically to jerry.perales@bowman.com until 10:00 am Wednesday **March 11th, 2026** (Central Time) for construction of Dhanani Way and DPEG Zarzamora. Any bid received after closing time will remain unopened. The bids will be publicly opened. A calendar invite for the bid opening will be sent to contractors on the plan holder list.

Each Bid shall be accompanied by a Bid Bond and/or a Cashier's Check in an amount not less than ten percent (10%) of the total base bid. The successful bidder must furnish a Performance Bond and a Payment Bond on the forms furnished with the Contract Documents, in an amount equal to the Total Amount Bid.

Copies of the bidding documents may be obtained electronically from Bowman contact: Jerome Perales, jerry.perales@bowman.com. If hard copies are required contact the office at (512) 420-6947 prior to pick up.

Office:
Bowman Consulting Group, Ltd.
807 Las Cimas Pkwy, Las Cimas II, Suite 350
Austin, Texas 78746

The Owner reserves the right to reject any and all bids, waive informalities in bidding and to accept the bid or bids from the responsible bidder(s) who, in the Owner's judgment, will be most advantageous to Owner and result in the best and most economical completion of the Project.

Dhanani Private Equity Group Bidding Schedule is outlined below –

February 4, 2026	First Advertisement
February 11, 2026	Second Advertisement
February 25, 2026	Virtual Non-Mandatory Prebid Meeting at 10am.
March 6, 2026	All requests for information (RFI) shall be submitted no later than 12pm.
March 10, 2026	RFI Responses will be issued to all bidders
March 11, 2026	Sealed Bids due by 10am

SECTION 00200 – INSTRUCTION TO BIDDERS

IMPORTANT NOTICE: Bidder must read ALL Instructions. Failure to do so may result in a non-responsive Bid. Failure to do so does not release Bidder from the obligation to comply.

1. Preparation of Bids
 - 1.1. Unless otherwise directed in the Invitation to Bidders, submit Bids in compliance with the requirements of the Invitation to Bidders, these Instructions, and the instructions printed on the prescribed forms.
 - 1.2. All blank spaces on the Bid form must be filled in as noted, in ink, in both words and figures, with amounts extended and totaled, and no changes made in the wording of the forms or of the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern.
 - 1.3. If the bidder does not bid on Alternate Items (if shown in the Proposal form), the phrase "No Bid" will be entered in the blank spaces provided for the Alternate Items.
 - 1.4. Any Bid maybe deemed irregular which contains any omissions, erasures, alteration, addition, irregularity of any kind, or item not called for, or which does not contain prices set opposite to each of the several items in the Bid form, or in which any of the prices are obviously unbalanced or which fails to conform in any manner to the conditions of the Invitation to Bidders.
 - 1.5. The bidder must sign his Bid in the blank space provided therefore. If the Bid is made by a partnership or corporation, show the name and address of the partnership or corporation, together with the name and address of the partners or officers. If the Bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation or by one of the officers thereof, accompanied by corporate seal.
2. Interpretation of Contract Documents
 - 2.1. Bidders desiring further information or further interpretation of the Contract Documents must make request for such information in writing to the Engineer, prior to two working days before the bid opening. Answers to all such requests will be given in writing to all bidders, in addendum form, and all addenda will be bound and made a part of the Contract. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in or omissions from the Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. It is the responsibility of the bidders to know if they have received all such addenda, complete files of which will be maintained in the office of the Engineer and in the office designated to receive the Bids.

3. Submission of Bids

- 3.1 In accordance with the Plans and Specifications prepared by the ENGINEER, any Proposal received after the published time of the bid opening will be returned unopened.
- 3.2 It is the bidder's responsibility to deliver his Bid at the proper time to the proper place. The fact that a Bid was dispatched will not be considered. The bidder must have the Bid actually delivered.
- 3.3 The OWNER reserves the right to reject any or all Bids if the OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or other criteria established by the OWNER.
- 3.4 Bids shall be submitted at the location and time indicated in the Invitation to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids which are not received by the time and at the location specified in the Bidding Documents, will be returned unopened to the Bidder.
- 3.5 By submitting a Bid, each Bidder agrees to fully and forever waive and release any claim (known or unknown) it has or may have against the OWNER, DEVELOPER, ARCHITECT and ENGINEER, and their respective attorneys, employees, consultants, representatives, agents, successors, assigns, officers, directors, and members arising under the statutes of Texas, tort, contract or otherwise; or out of or in connection with the: (i) administration, evaluation, or recommendation (or lack thereof) of any Bid; (ii) waiver of any requirements under the Bid Documents or the CONTRACT DOCUMENTS; (iii) acceptance or rejection of any bids; (iv) award of the Contract; and, (v) provision of references (positive or negative) in connection with any work performed by Bidder, and Bidder's contractors and subcontractors in connection with the Project and the CONTRACT DOCUMENTS, to which Bidder hereby consents and authorizes.
- 3.6 All work must conform to Federal, State, and local governmental rules and criteria.
- 3.7 The successful bidder will be required to enter into a Contract with the Owner, requiring full compliance and performance of the conditions of the proposal, plans and specifications as designed by Bowman Consulting, (Engineer) and reviewed by CITY OF SAN ANTONIO, and/or other agencies as required, and agrees to commence work within ten (10) days after notification to begin. It is the intent of the owner to start construction as soon as possible.
- 3.8 Bidders are required to inspect the site and inform themselves of all conditions affecting the execution of the work to be performed. The filing of the "Proposal" shall constitute an admission by the bidder that he has carried out the foregoing stipulations to his entire satisfaction. Quantities included in the plans and proposals are estimated and are to be regarded as approximate only. Contractors are responsible for the project take-offs. The Owner reserves the right to vary the quantities, to construct all, or any part, or to delete any part or item of work that may be deemed advisable.

- 3.9 The most current editions of the City of San Antonio Standard Specifications, Texas Department of Transportation Standard Specifications, City Public Services (CPS), Union Pacific, and San Antonio Water System (SAWS) shall be followed for all construction except as amended by the City of San Antonio and/or Bexar County.
- 3.10 Portions of this proposal may be deleted or added. Prices for all items must stand on their own.
- 3.11 Contractor to complete the material take-off for items bid to confirm the Engineer Quantities. Quantities shown on the plans and in the bid quantities are plan estimates only.
- 3.12 Direct all questions concerning this proposal to Jerome Perales with Bowman at jerry.perales@bowman.com. All contractor questions must be submitted in writing, Bowman will not accept any calls during the bidding process.
- 3.13 Contractor is responsible for compliance with the Texas Commission on Environmental Quality (TCEQ) Construction General Permit (CGP) TXR150000 requirements. Please review requirements at <https://www.tceq.texas.gov/permitting/stormwater/construction>. The Contractor is responsible for all of their permitting fees.
- 3.14 Responsibilities include, but are not limited to, implementation of all structural and non-structural Best Management Practices (BMPs) required by the CGP, the SWPPP for the project, or by any local rule or ordinance that applies to the project. This includes implementation of pollution prevention and housekeeping BMPs as well as the installation and maintenance of all stormwater control measures as designed and in accordance with the approved construction plans. The stormwater controls may include two temporary sediment basins that must be constructed to the approved specifications and functional before additional earth-disturbing activities continue at the project.
- 3.15 Contractor shall provide inspections/inspection reports of the controls every two weeks and after every significant rainfall (1/2 inch or greater) to ensure significant disturbance to the structure has not occurred. Sediment deposited after a significant rainfall shall be removed and placed in a designated soil disposal area. Contractor to maintain erosion control inspection reports as required by the TCEQ and provide Owner with one complete set of all SW3P inspection reports, including updates and modifications, prior to receiving final payment for the project.
- 3.16 Contractor must keep a copy of the Storm Water Pollution Prevention Plan (SW3P) and applicable permits on site and readily available for authorities.
- 3.17 Contractor will be responsible for conducting the SWP3 inspections and for completing the items listed in the SWP3 inspection report that apply to their work as soon as possible, and no later than 7-days. If an item cannot be completed within 7 days, Contractor will provide a reasonable extenuating circumstance that prevented the completion of the item. Contractor to provide written notification of what was completed and will include the completion date.
- 3.18 Contractor is responsible for reestablishing vegetation or non-vegetative erosion control in accordance with the SWPPP in all disturbed areas associated with the project. Stabilization must

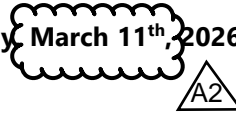
be initiated immediately whenever soil-disturbing activities have ceased and will not begin for at least 14 calendar days. Stabilization will not be accepted until the vegetation meets a uniform (that is, evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover or other temporary erosion control measures as approved by the engineer and SAWS.

- 3.19 Once the project completion is accepted by all entities, the Contractor will submit a copy of their TCEQ Notice of Termination. Contractor will provide a copy to SAWS and track submission in the project SWP3.
- 3.20 Contractor will notify Bowman Consulting on completion of preliminary street cuts.
- 3.21 Clearing and/or grading for the utility easements as well as removal of on-site deleterious material and trash shall be included in the base bid cost for site clearing and grading. Contractor is to clear entire project of all underbrush and undesirable vegetation. Contact Owner for extent and sequence of lot clearing and coordination with any applicable tree ordinance.
- 3.22 Excavated material that is free of organic matter and other deleterious substances may be disposed of on-site. No fill shall be placed within the flood plain without a Flood Plain Development Permit as applicable. Imported fill will need to be compacted as per City of San Antonio guidelines. Testing to be paid by the Owner. Contractor shall get owner's approval of test lab. Contractor shall pay re-testing due to failure of density requirements. All quantities are "In-place, tight" cubic yards.
- 3.23 Any development, excavation, construction or filling in a US Corps of Engineering designated wetland is subject to local, state and federal approvals. The contractor shall comply with all permit requirements and/or restrictions. No fill shall be placed within the wetlands area (if applicable).
- 3.24 Excavated material placed on construction area shall have positive drainage to prevent any ponding of water and provide a minimum final grade of 1.5% in all areas with the exception the right of way which have a minimum final grade of 2% and ponds with a minimum final grading of 0.50%.
- 3.25 Contractor shall submit a letter to Engineer after completion of final grading of utility easements, certifying that the grades on the utility easements are completed as per the grading plan.
- 3.26 Contractor shall be responsible for disposing of all waste materials off project site including, but not limited to, excess excavation not suitable for use as lot fill, concrete, trees, and any other material which is not part of the completed contract work. No separate pay item.
- 3.27 Street excavation includes cut in the parkways, as per design plans.
- 3.28 Contractor will protect existing utilities, structures, curb, fences, and sidewalk during construction. Any damage will be repaired by the Contractor at no extra cost.
- 3.29 The streets are public. The Contractor must coordinate and schedule all testing required by the City of San Antonio and/or Bexar County.

- 3.30 The Contractor will be required to coordinate work with the Utility companies that will be installing electric, telephone, and TV.
- 3.31 The Contractor is responsible for coordinating with Utility companies to mark existing buried utilities that may be affected by construction. The Contractor will be responsible to repair damaged utilities due to construction.
- 3.32 Contractor to notify the City of San Antonio, SAWS, CPS, AT&T, Time Warner Cable, Spectrum, and/or other appropriate Utility Providers prior to street (subgrade) and/or drain construction for any required conduit inspections.
- 3.33 Offsite storage for any materials and equipment not incorporated into the Work but included in the Applications for Payment shall not be allowed unless prior approval is obtained from the Developer.
- 3.34 The Contractor shall coordinate with the Developer for placement of private sleeves. Contractor is responsible for the installation CPS sleeves for drainage crossings and are responsible for coordinating all required CPS inspections.
- 3.35 The Contractor shall purchase all power required for his operation.
- 3.36 Contractor shall provide engineer 72 hrs notice for any required construction staking. Prior to the surveyor's arrival on site, the contractor shall insure the staking areas are clear of debris/spoils/equipment and are ready for construction staking.
- 3.37 Contractor shall provide engineer 72 hrs notice for any required water and/or sewer testing. Prior to the engineer's arrival on site contractor shall ensure water and/or sewer is ready for testing and installation adheres to SAWS and TCEQ rules and regulations.
- 3.38 The Contractor is responsible for obtaining all final approvals and shall provide Engineer with "As-built" drawings at or before the final inspection. Copies of acceptance letters for such shall also be provided to Engineer, as applicable. One year warranty period shall begin at the date of the final acceptance letter as determined and provided by the City. Contractor is responsible for obtaining final approvals prior to the expiration of warranty period for City maintenance.
- 3.39 Contractor agrees to use Bowman for construction staking. A lump sum item has been provided in the bid sheet. Bowman will also stake for CPS and final lot pins one time. Costs to re-stake for CPS will be paid by the contractor at \$275 per hour (minimum of 4 hours).
- 3.40 No rock clauses accepted.
- 3.41 Contractor responsible for maintaining all permits. Any permits provided by the Engineer shall be kept current by the contractor. If permit renewal assistance is required, the contractor shall notify the engineer 30 days prior to expiration. Engineering assistance will be provided based on time and materials at the current rate schedule. This includes but is not limited to City of San Antonio, TxDOT, Union Pacific, SAWS, TXDOT and CPS.

3.42 You must do your own takeoff to ensure all Bid items are correct. There will be no change orders accepted after the contract has been awarded unless City, SAWS, TXDOT, Union Pacific, or CPS comments warrant otherwise.

3.43 Bid is due on or before **10:00 am Wednesday, March 11th, 2026** (Central Time). Please submit bid only electronically (via email).



4. Qualifications Of Bidder

- 4.1. Bidders may be required to submit evidence that they have a practical knowledge of the particular Work bid upon, and that they have the financial resources to complete the proposed Work.
- 4.2. In determining the Bidder's qualifications, the following factors will be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate personnel and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incidental to the Work, and (d) has appropriate technical experience.
- 4.3. Each Bidder's claim history may be reviewed in the evaluation on the bid. The Bidder may be required to show that he has handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance his Work.

5. Number of Signed Sets of Documents

- 5.1 Agreement and Bonds will be prepared in not less than four counterpart (original signed) sets. OWNER will furnish CONTRACTOR two sets of conforming Contract Documents, Technical Specifications, and six sets of Plans free of charge, and additional sets will be obtained from ENGINEER at commercial reproduction rates.

6. Bid Security

- 6.1 Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance on the contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The Surety on such bond or bonds shall be a duly authorized Surety company Owner.

7. Contract Documents

- 7.1 Contract Documents include, if applicable, the Agreement, Addenda, all conditions (General, Supplementary and Special), specifications and plans, the Bid Proposal, and any written modifications.

8. Bid Form

- 8.1 The Bid Proposal Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER.

- 8.2 All blanks on the Bid Proposal Form must be completed by printing in ink or by typewriter.
- 8.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Bids by limited partnerships must be executed by an authorized representative of the general partner on behalf of the general partner.
- 8.5 All names must be typed or printed in ink below the signature. The address (including County), telephone number, e-mail address (if available), and facsimile number for communications regarding the Bid must be shown.
- 8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Proposal Form).
- 8.7 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed, shall be provided. State Contractor license number, if any, must also be shown.

9. Proposals and Method of Bidding

- 9.1 The proposal consists of various items of work. Bidders will provide prices for each item in the proposal. The unit prices will be entered in the appropriate spaces in both script and figures. Should the Bidder have costs for any incidental work where a bid item does not occur, the costs of such work will be reflected in the unit costs of the bid items in the proposal. No separate payment will be made for any work other than those items occurring in the proposal.
- 9.2 Complete sets of the Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 9.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

10. Subcontractors, Suppliers and Others

- 10.1 If the Special Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after the Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations.

- 10.2 OWNER reserves the right to reject a proposed subcontractor or supplier at its sole discretion. OWNER may request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to another Bidder meeting the Bid requirements that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. By declining to make requested substitutes, the apparent Successful Bidder will not sacrifice their Bid security.

- 10.3 No CONTRACTOR shall be required to employ any subcontractor, supplier, organization against whom CONTRACTOR has reasonable objection.

11. Obligation of Bidder

- 11.1 It is the responsibility of each Bidder before submitting a Bid:

11.1.1.1 To thoroughly examine the Contract Documents and other reports, tests, and drawings identified in the Bidding Documents and Special Conditions. Bidder is instructed to read all Bidding and Contract Documents before completing the bid form. Bidder is advised that failure to read Contract Documents, does not relieve Bidder from compliance with these documents.

11.1.1.2 Copies of available reports, tests and drawings will be produced by OWNER for review by Bidder on request. OWNER and ENGINEER disclaim any responsibility for the accuracy, true location and extent of surface and subsurface investigations that have been prepared by others.

11.1.1.3 Bidder is responsible for any interpretation or conclusion drawn from any reports, tests, and drawings, or any such data, interpretations, opinions or information, and OWNER and ENGINEER disclaim any responsibility for such interpretations by Bidders, e.g., without limitation, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities. Bidder is responsible for determining bid quantities.

11.1.1.4 Bidder will be responsible for considering how said reports, tests and drawings may relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs performing the Work in accordance with the Contract Documents.

11.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

11.1.3 To consider Federal, State and local laws and regulations that may affect cost, progress, performance or furnishing of the Work;

- 11.1.4 To correlate Bidder's knowledge and observations of the site with the Contract Documents and such other related reports, tests and drawings;
 - 11.1.5 To promptly notify ENGINEER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
 - 11.2 On request, OWNER may provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
 - 11.3 OWNER and ENGINEER disclaim any responsibility for the accuracy, true location, and extent of the surface and subsurface investigations that have been prepared by others. OWNER and ENGINEER further disclaim responsibility for interpretation of that data by Bidders, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water.
- 12.** Availability of Lands for Work, etc.
- 12.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- 13.** Substitute and "Or-Equal" Items
- 13.1 Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specified item shall be understood as establishing the type, function, and quality desired. Unless the specification states that no equivalent or "or equal" item is permitted, other manufacturers' products will be accepted, provided sufficient information is submitted to allow the Engineer to determine that the products proposed are equivalent to those named. Such items shall be submitted for review by the procedure set forth in the submittals section.
 - 13.2 Requests for review of equivalency will not be accepted from anyone except the Contractor.

14. Time of Completion

14.1 Attention is directed to the proposal wherein either a blank space is provided for the bidder to enter the number of calendar days within which he agrees to complete the work, unless the completion time is specified by the OWNER.

15. Economic Disincentive for Late Completion of Work

15.1 The CONTRACTOR and the OWNER agree that time is of the essence of this Contract. The CONTRACTOR and the OWNER agree that the Agreement is based on completion of the Work by CONTRACTOR in the time specified in the Agreement. CONTRACTOR and the OWNER agree that for each and every calendar day the work or any portion thereof shall remain uncompleted after the expiration of the time limit set in the Contract, or as extended under the provisions for Extension of Time in this Contract, CONTRACTOR shall be liable to OWNER for an economic disincentive in an amount specified in the Special Conditions for such calendar day. The OWNER shall have the option to deduct and withhold said amount from any monies that the OWNER owes the CONTRACTOR or to recover such amount from the CONTRACTOR or the Sureties on the CONTRACTOR's bond.

16. Telegraphic Modification and Withdrawal of Bids

16.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

16.2 Any bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to said closing time, and provided further that the Owner is satisfied that a written confirmation of such telegraphic modification over the signature of the bidder was mailed prior to said closing time. If such written confirmation is not received within two days from said closing time; no consideration shall be given to the said telegraphic modification.

16.3 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

17. Receipt and Opening of Bids

17.1 Bids will be received by the Owner digitally at jerry.perales@bowman.com, until **10:00 am Wednesday, March 11th 2026** (Central Time). Bid opening shall begin shortly thereafter occur at **10:15 am Wednesday, March 11th 2026** (Central Time). Contractor can attend virtually via the Zoom Link provided by the Engineers.



18. Bids to Remain Subject to Acceptance

18.1 All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

19. Award of Contract

19.1 If the contract is to be awarded, it will be awarded to the Successful Bidder as evaluated by OWNER. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

19.2 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words or figures will be resolved in favor of the words. In case of any ambiguity or lack of clarity in stating the prices in the Bid, OWNER reserves the right to consider the most advantageous construction thereof or reject the Bid.

19.3 OWNER reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids. OWNER also reserves the right to waive all irregularities and defects in the Bids and the bidding process, except time of submitting a Bid.

19.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the CONTRACT DOCUMENTS to OWNER's satisfaction.

19.5 OWNER may also consider Bidder's (or Bidder's officers', partners', directors', affiliates') (i) prior dealings with OWNER or with any entity responsible for payment to Bidder under this Contract and (ii) the amount, size, number, cost and completion-status of any projects that Bidder currently has underway (including, without limitation, projects underway with OWNER or with any entity responsible for payment to Bidder under this Contract), and the amount, nature and quality of the manpower, materials and equipment available to bidder.

19.6 By submitting a Bid, each Bidder agrees to fully and forever waive and release any claim (known or unknown) it has or may have against the OWNER, DEVELOPER, ARCHITECT and ENGINEER, and their respective attorneys, employees, consultants, representatives, agents, successors, assigns, officers, directors, and members arising under the statutes of Texas, tort, contract or otherwise; or out of or in connection with the: (i) administration, evaluation, or recommendation (or lack thereof) or any BID; (ii) waiver of any requirements under the Bid Documents or the CONTRACT DOCUMENTS; (iii) acceptance or rejection of any bids; (iv) award of the Contract; and (v) provision of references (positive or negative) in connection with any work performed by Bidder, and Bidder's contractors and subcontractors in connection with the Project and the CONTRACT DOCUMENTS, to which Bidder hereby consents and authorizes.

- 19.7 If the contract is to be awarded, OWNER will give the Successful Bidder Notice of Award within ninety (90) days after the day of the Bid opening.
- 20.** Contractor shall complete substantial construction within **180** days.
- 21.** Financial Statement
- 21.1 Each Proposal must be accompanied by a statement of the financial condition of the bidder as reflected by his most recently prepared statement. Submit in a sealed envelope marked, "Financial Statement of (name of bidder) for (description of project)". This statement will be examined only if the bidder's Proposal is actively considered for award, otherwise it will be returned unopened after the award of the Contract.
- 22.** Bonds
- 22.1 Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth by OWNER's requirements as to performance and payment Bonds. When the successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.
- 23.** Signing of Agreement
- 23.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver two fully signed counterparts to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.
- 24.** Retainage
- 24.1 The amount of retainage is to be set at no less than 10%.
- 25.** Commencement of Work
- 25.1 The Contractor is to begin work within ten (10) days after written notice shall have been given by Engineer to proceed.
- 26.** Sales Tax
- 26.1 Applicable taxes, licenses, fees and other similar items are part of the cost of the Work and it shall be CONTRACTOR's responsibility to familiarize itself with these costs and to observe and comply with the laws and regulations relating to the same. The prices, sums, rates and other charges set forth in the CONTRACTOR's bid shall cover and include all such costs.

27. Insurance Requirements

27.1 CONTRACTOR shall maintain such insurance as specified by the Owner.

28. Estimates of Quantities

28.1 Unless otherwise noted, the quantities listed in the Bid Proposal shall be considered as approximate and will be used only for comparison of Bids. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantities may be increased or decreased without in any way invalidating the unit Bid prices. Developer reserves the right to exclude individual bid items identified in this proposal from the final construction contract.

29. Prevailing Wage Rate

29.1 Minimum wage rates, if applicable to this Contract, shall be required.

30. TIRZ

30.1 This project is located within **Tax Increment Reinvestment Zone (TIRZ) No. 28** as designated by the City of San Antonio. Bidders are responsible for familiarizing themselves with all applicable TIRZ-related regulations and ensuring compliance with any requirements that may apply to construction, contracting, workforce participation, or documentation.