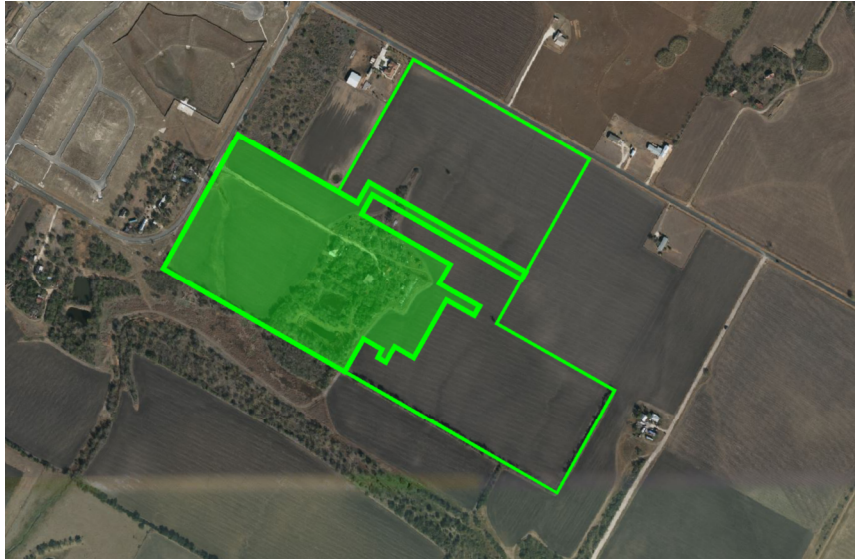


**PRAIRIE GREEN UNIT 1**  
**INSTRUCTION TO BIDDERS**



**SAN ANTONIO ETJ, BEXAR COUNTY, TEXAS**

**Prepared by:**



**ENGINEERING  
+ SURVEYING**

**11903 Jones Maltsberger Road, Suite 102**

**San Antonio, TX 78216**

**210-774-5504**

**TBPE FIRM 17992**

**TBPELS F-10194606**

**Prepared for:**

**Brightland Homes**

**3815 S. Capital of Texas Hwy, Suite 275**

**Austin, TX 78704**

**Prepared October 2023**

**ADVERTISEMENT FOR BIDS**

Prairie Green Unit 1 is accepting bids from select qualified contractors for the construction of a single-family residential development located near the intersection of Green Rd. and Graytown Rd in the San Antonio ETJ (Bexar County). Work shall include public improvements for water, offsite water, wastewater, streets, and drainage. Each invited General Contractor desiring to submit a bid will be emailed a complete PDF set of drawings via Dropbox link. There is no specification book for this project, but rather, drawings containing specifications, details, and information needed to price a product.

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 [nathan@upengineering.com](mailto:nathan@upengineering.com). RFI's will be taken up to Noon on October 27, 2023. 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 [nathan@upengineering.com](mailto:nathan@upengineering.com) or delivered to UP Engineering + Surveying at the UP office, 11903 Jones Maltsberger Road Suite 102, San Antonio, TX 78216, until 11:00 am **Friday, November 3, 2023** (Central Time) for construction of Prairie Green Unit 1. Late bids will not be accepted.

Proposal forms, plans, and specifications may be obtained electronically from UP contact: Nathan Chamberlain, P.E., [nathan@upengineering.com](mailto:nathan@upengineering.com). If hard copies are required contact the office at 210-774-5504 prior to pick up.

UP reserves the right to reject any or all bids and to waive informalities. No bid may be withdrawn within ninety (90) days after the date on which bids are received.

**GENERAL INFORMATION**

1. Contractor agrees to provide warranty coverage for public and private improvements for 2 years from the date of final acceptance. Contractor also agrees to post a warranty and maintenance bond to governing agency(ies), as required by each agency.
2. Contractor will be provided estimated quantities for bid purposes, however Contractor agrees to a complete bid for all work associated with the contract documents, including plans and specifications and no change order will be accepted or allowed as a result in difference between the provided estimated quantities and contract documents. Change orders will only be considered by the Owner for Owner authorized changes during construction, including changes requested/required by a governing body. All proposed changes that may incur a change order must be presented in writing to the Owner and Engineer prior to incurring any such costs, for review and approval.
3. Contractor to provide schedule for duration of contract with bid submittal.
4. Contractor to provide own soil balance quantities and cut/fill colored map with bid submittal. Bid proposal must include and account for all soil handling for the job, including special trench requirements imposed by the **City of San Antonio and Bexar County (or other applicable jurisdictions)**, lot grading, disposal offsite, hauling, importing appropriate lot fill for 79G requirements (as required). Engineer's plans are approximate representations of finished grades but may not reflect all cut/fill quantities, including any upsized utilities and trenches that may be required by a governing body.
5. Contractor to provide detailed quantities with individual unit prices for the electric plan (shown as lump sum in bid form). The contractor's unit prices may be used by the Owner to process any related change order.
6. Contractor agrees to provide and perform own construction staking. UP Engineering + Surveying will provide lot and CPS staking; additional staking can be provided to the contractor if needed.
7. The provided Dropbox link will be updated as additional information is received. Contractors will be notified when updates are made to the folder.
8. SWQ, PC and Floodplain Permits through Bexar County are pending approval.
9. Trees are approved.
10. Final CPS design (electric) is pending; however, a preliminary conduit sketch has been provided along with line items in the bidding document.
11. Partial demolition of the existing structures has been performed. The remaining demolition of the remaining structures/items onsite must be included in the bid. 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.
12. Excavated material placed on lots 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 of building pads which shall have a minimum final grade of 1.0%.
13. 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.

- 14.** Street excavation includes cut in the parkways, as per design plans.
- 15.** Contractor will protect existing utilities, structures, curb, fences, and sidewalk during construction. Any damage will be repaired by the Contractor at no extra cost.
- 16.** The Contractor shall coordinate with the Developer for placement of private conduit. Contractor is responsible for the installation of all CPS conduct for drainage crossings and are responsible for coordinating all required CPS inspections. Unless otherwise noted CPS will install all other conduct crossings.
- 17.** Contractor shall provide Engineer of Record 72 hrs notice for any required water and/or sewer testing. Prior to the engineer's arrival on site contractor shall insure water and/or sewer is ready for testing and installation adheres to SAWS rules and regulations.
- 18.** 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.
- 19.** 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, Bexar County, ECSUD, SARA and CPS.

**INSTRUCTIONS 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. Submission of Bids**

- 1.1 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.
- 1.2 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.
- 1.3 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 Bidsecurity 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.
- 1.4 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.
- 1.5 All work must conform to Federal, State, and local governmental rules and criteria.
- 1.6 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 UP Engineering (Engineer) and reviewed by CITY OF SAN ANTONIO / BEXAR COUNTY, 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.

- 1.7 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.
- 1.8 The most current editions of the City of San Antonio Standard Specifications, Bexar County Public Works specifications, City Public Services (CPS), East Central Special Utility District (ECSUD) and San Antonio River Authority (SARA) shall be followed for all construction except as amended by the City of San Antonio and/or Bexar County.
- 1.9 Portions of this proposal may be deleted. Prices for all items must stand on their own.
- 1.10 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.
- 1.11 Direct all questions concerning this proposal to Tyler Smith with UP at nathan@upengineering.com. All contractor questions must be submitted in writing, UP will not accept any calls during the bidding process.
- 1.12 Contractor is responsible for all Texas Commission on Environmental Quality (TCEQ) Storm Water Pollution Prevention Plan (SW3P) requirements, including but not limited to setting up, installation and maintenance of the erosion and sedimentation controls as designed and 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 Bexar County SWQ and provide Owner with one complete set of all SW3P inspection reports, including updates and modifications, prior to receiving final payment for the project.
- 1.13 Contractor is responsible for establishing 85% vegetation for all common areas, and earthen drainage improvements. Silt fence shall be placed along each block once streets are completed in order to mitigate erosion control. Based on the geotechnical report Prairie Green Unit 1 is composed of clay soils and seeding shall align with the proposed seeding table provided in Appendix A, unless otherwise noted by the developer.
- 1.14 Contractor must keep a copy of the Storm Water Pollution Prevention Plan (SW3P) on site and readily available for authorities.
- 1.15 Contractor will notify UP Engineering + Surveying (UP) on completion of

preliminary street cuts.

- 1.16 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.
- 1.17 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. Said material will be utilized as fill material for lots and easements as per the Grading Plan and compacted to meet 79G requirements with 95% Standard Density using ASTM 698 or TEX-114E. For fills greater than one (1) foot within building pad area, a 79G Letter will be required with testing complete per eight (8) inch lift. Testing to be paid by the Owner. Contractor shall get owners approval of test lab. Contractor shall pay re-testing due to failure of density requirements. All quantities are "In-place, tight" cubic yards.
- 1.18 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.
- 1.19 Excavated material placed on lots 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 of building pads which shall have a minimum final grade of 1.0%.
- 1.20 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.
- 1.21 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.
- 1.22 Street excavation includes cut in the parkways, as per design plans.
- 1.23 Contractor will protect existing utilities, structures, curb, fences, and sidewalk during construction. Any damage will be repaired by the Contractor at no extra cost.
- 1.24 The streets are public. The Contractor must coordinate and schedule all testing required by the City of San Antonio and/or Bexar County.
- 1.23 The Contractor will be required to coordinate work with the Utility companies that will be installing electric, telephone, and TV.

- 1.24 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.
- 1.25 Contractor to notify the City of San Antonio and/or Bexar County, SAWS, AT&T, Time Warner Cable, Spectrum, and/or other appropriate Utility Providers prior to street (subgrade) and/or drain construction.
- 1.26 Offsite storage for any materials and equipment not incorporated into the Work but included in the Applications for Payment shall not be allowed.
- 1.23 The Contractor shall coordinate with the Developer for placement of private conduit. Contractor is responsible for the installation of all CPS conduct for drainage crossings and are responsible for coordinating all required CPS inspections. Unless otherwise noted CPS will install all other conduct crossings.
- 1.24 The Contractor shall purchase all power required for his operation.
- 1.25 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 insure water and/or sewer is ready for testing and installation adheres to SAWS rules and regulations.
- 1.26 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.
- 1.27 The Owner is to provide and pay for construction staking. UP can provide construction staking if requested. UP will stake for CPS and final lot pins. Costs to re-stake for CPS will be paid by the contractor at \$275 per hour (minimum of 4 hours).
- 1.28 No rock clauses accepted.
- 1.29 Water Tie-ins are will not be measured and are considered subsidiary to other Water Improvement items.
- 1.30 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 priors 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, Bexar County, SAWS and CPS.
- 1.31 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/County comments warrant otherwise.

- 1.32 Bid is due on or before 11:00 am **Friday, November 3, 2023** (Central Time). Please submit bid either electronically (via email) or in sealed envelope to UP Engineering + Surveying located at 11903 Jones Maltsberger Road, Suite 102, San Antonio, Texas, 78216. Open Monday – Friday 8am – 5pm.
- 1.33 QUALIFICATIONS OF BIDDER
  - 1.33.1 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.
  - 1.33.2 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.
  - 1.33.3 Each Bidder's claim history may be reviewed in the evaluation of 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.

## 2. Copies of the Bidding Documents

- 2.1 Complete sets of the Bidding Documents for the deposit sum of \$150 each may be obtained from the ENGINEER's Office. Checks for the Plans and Specifications shall be made payable to UP Engineering, LLC. If contractor requires the above mentioned prints they should contact UP 4 hrs prior so that notice can be given to the printing agency.
- 2.2 Copies of Bidding Documents are made available only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.3 Complete sets of 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.
- 2.4 The Bidding Documents may include reports on the geotechnical, subsurface, physical or environmental conditions which contain information used by the ENGINEER and OWNER. Neither the ENGINEER nor OWNER are responsible for accuracy or completeness of any such information or data. Bidder shall have full responsibility for interpretation of the reports and use of the information for bidding and construction purposes.

**3. Bid Security**

- 3.1 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.

**4. Contract Documents**

- 4.1 Contract Documents include, if applicable, the Agreement, Addenda, all Conditions (General, Supplementary and Special), specifications and plans, the Bid Proposal, and any written modifications. Draft agreement is provided for the contractors' reference.

**5. Bid Proposal Form**

- 5.1 The Bid Proposal Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER.
- 5.2 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.
- 5.3 All blanks on the Bid Proposal Form must be completed by printing in ink or by typewriter.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Proposal Form).
- 5.8 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.

**6. Interpretations and Addenda**

6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER in writing. As necessary, interpretations or clarifications will be issued by Addenda mailed or delivered to all parties having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Verbal discussions and answers are not binding.

6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER. EACH ADDENDA, if so issued, shall be acknowledged by the CONTRACTOR and included with the documents presented at the bid opening. Receipt of Addenda must be acknowledged in the spaces provided in the bid form.

**7. Self-Performing**

7.1 As a condition of this Agreement, the CONTRACTOR is required to self-perform at least 60 percent of the work (based on total contract price awarded, complete in place) with personnel directly employed by CONTRACTOR.

**8. Subcontractors, Suppliers and Others**

8.1 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.

8.2 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.

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

**9. Examination of Contract Documents and Site**

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

9.1.1.1 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.

- 9.1.1.2 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.
- 9.1.1.3 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.
- 9.1.1.4 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.
- 9.1.2 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;
- 9.1.3 To consider Federal, State and local laws and regulations that may affect cost, progress, performance or furnishing of the Work;
- 9.1.4 To correlate Bidder's knowledge and observations of the site with the Contract Documents and such other related reports, tests and drawings;
- 9.1.5 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.
- 9.2 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.

**10. Availability of Lands for Work, etc.**

- 10.1 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.

**11. Substitute and "Or-Equal" Items**

- 11.1 All Bids shall be based on work, materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Although the Drawings or Specifications may state a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, Bids shall not be based on any substitutions or as equal items. ENGINEER will not consider any application for substitute or as equal until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in this document.

**12. Contract Time**

- 12.1 The number of calendar days within which, or the dates by which, the Work is to be substantially completed and the Work is to achieve final completion are set forth in the Agreement and in the Special Conditions, if applicable.

**13. Economic Disincentive for Late Completion of Work**

- 13.1 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.

**14. Modification and Withdrawal of Bids**

- 14.1 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.
- 14.2 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.

**15. Receipt and Opening of Bids**

- 15.1 Bids will be received by the Owner at the UP Engineering + Surveying office, 11903 Jones Maltsberger Road Suite 102, San Antonio, TX 78249, until 11:00 am Monday, October 2, 2023 (Central Time). Bidders shall acknowledge receipt of all addenda on outside of sealed envelope. Bid opening shall occur 11:00 am Tuesday, October 3, 2023 (Central Time). Contractor can attend virtually via the Zoom Link provided by the Engineers or in person at the UP Engineering + Surveying Office.

**16. Bids to Remain Subject to Acceptance**

- 16.1 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.

**17. Award of Contract**

- 17.1 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.
- 17.2 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.
- 17.3 OWNER reserves the right to reject any or all Bids, including without limitation the rights 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.
- 17.4 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. OWNER may require Bidders to submit bank references and financial statements in connection with bid evaluation.
- 17.5 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.

- 17.6 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.
- 17.7 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.
- 17.8 Contractor shall complete substantial construction within 270 days for each unit

**18. Bonds**

- 18.1 Standard General Conditions and the Special Conditions set forth OWNER's requirements, if any, as to Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required payment and performance bonds.

**19. Signing of Agreement**

- 19.1 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 one fully signed counterpart to CONTRACTOR.

**20. Retainage**

- 20.1 The amount of retainage is to be set at no less than 10%.

**21. Sales Tax**

- 21.1 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.

**22. Insurance Requirements**

- 22.1 CONTRACTOR shall maintain such insurance as specified by the Owner.

**23. Estimates of Quantities**

23.1 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.

**24. Statement of Qualifications**

24.1 No statement of qualifications required.

**25. Prevailing Wage Rate**

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



# APPENDIX A

## BIDDING FORMS

CONTRACTOR REQUEST FOR INFORMATION (RFI)

<b>PROJECT NAME</b>		<b>DATE</b>	
<b>CLIENT</b>		<b>RFI #</b>	
<b>FROM:</b>		<b>TO:</b>	
<b>CONTRACTOR</b>		UP Engineering + Surveying	
<b>NAME</b>		11903 Jones Maltzberger Road, Suite 102	
<b>TITLE</b>		San Antonio, TX 78216	
<b>PHONE</b>		Attn: Nathan Chamberlain	
<b>EMAIL</b>		nathan@upengineering.com	
<i>WE ARE REQUESTING THE FOLLOWING INTERPRETATION AND/OR CALRIFICATION (ATTACHED SKETCH IF REQUIRED) -</i>			
<i>RESPONSE</i>			

BID PROPOSAL

Date: \_\_\_\_\_

Bid of \_\_\_\_\_ (Legal Name of Bidder – Company)

[       ]       an individual proprietorship

[       ]       a corporation organized and existing under the laws of \_\_\_\_\_

[       ]       a partnership consisting of \_\_\_\_\_

\_\_\_\_\_

[       ]       a joint venture

[       ]       other \_\_\_\_\_

**FOR:**

**Prairie Green Unit 1  
STREETS, DRAINAGE, WATER, OFFSITE WATER & WASTEWATER  
CONSTRUCTION**

**TO:**

**Brightland Homes  
c/o UP Engineering + Surveying  
11903 Jones Maltsberger Road, Suite 102  
San Antonio, TX 78216**

PROPOSAL BIDDING SHEET  
**PRAIRIE GREEN UNIT 1 - STREETS, DRAINAGE, WATER, OFFSITE  
WATER & WASTEWATER CONSTRUCTION**

All:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of **PRAIRIE GREEN UNIT 1 - STREETS, DRAINAGE, WATER, OFFSITE WATER & WASTEWATER CONSTRUCTION** and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices,

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM**

ADDENDUM NO. 1	_____	Signature	_____	Date
ADDENDUM NO. 2	_____	Signature	_____	Date
ADDENDUM NO. 3	_____	Signature	_____	Date
ADDENDUM NO. 4	_____	Signature	_____	Date
ADDENDUM NO. 5	_____	Signature	_____	Date
ADDENDUM NO. 6	_____	Signature	_____	Date