

EXHIBIT "A"

Instruction to Bidders

1. **The Project.** This is an invitation for selected bidders to provide Medina Village, LLC (Owner) with a proposal for the construction of water, sanitary sewer, street, drainage, electricity and other site improvements, and soil grading and compaction, for Westwood Oaks PUD according to the Plans and Specifications and Grading Plan referenced in Section 2 below (the "Project"). Bids must be turned in to CDS Muery.
2. **Plans And Specifications.** The plans and specifications for the Work are described as: Westwood Oaks PUD
3. **Bid Proposal.** All bidders shall submit proposals using the Bid Proposal form furnished. Bidders shall submit a unit price for each item for which a bid is requested. Bids will be accepted for streets, drainage, water and sewer, lot grading, dry utility and other miscellaneous items listed on proposal, combined.
4. **Award.** The owner reserves the right to reject any and all bids, to waive all formalities, or to award a contract to the lowest bidder as qualified in accordance with the conditions set forth in the specifications, or to make the award most favorable to the Owner according to the best judgment of the Owner.
5. **Contract.** The successful bidder will be required to enter into a Contract in the form provided by owner. Contractor and agrees to commence work within two (2) business days after notification to begin.
6. **Inspection.** 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 proposal are estimated and are to be regarded as approximate only. The Owner reserves the right to vary the quantities, to construct all, or any part, or to delete any part or item of work which may be deemed advisable.
7. **Bonds.** A Performance Bond, issued by a surety company authorized to do business in Texas and approved in advance by Owner, and in an amount not less than one hundred percent (100%) of the Contract price, conditioned upon the faithful performance of the Contract, is required. A Payment Bond, issued by a surety company authorized to do business in Texas and approved in advance by Owner, and in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the payment of all persons supplying labor and furnishing materials, is required. A 1-year warranty bond for private / public improvements: streets, drainage, signage, grading and retaining walls is also required upon completion of construction. Line items will be included in the bid proposal for same.
8. **Standards.** Bidders are required to adhere to and follow all requirements and regulations governing construction standards and activities of the project. Bidders are to pay special attention to the requirements and regulations of construction regulations outlined in the United States Department of Labor Occupational Safety and Health Administration (OSHA) Regulation Standards.
9. **Jurisdictions.** Construction and Testing will conform to the following current specifications as applicable:
 - City of San Antonio, "Standard Specifications for Public Works Construction" plus current amendments together with any special specifications issued by City of San Antonio. If the applicable property is not within the City of San Antonio jurisdiction, then the building/construction codes and specifications of the applicable jurisdiction shall apply;
 - San Antonio Water System Utility Company "Standard Specifications for Water Works Construction.", or, if the applicable property is not within service area of San Antonio Water System Utility Company, then the pertinent regulations and specifications of the applicable water and sewer provider shall apply;
 - Texas Commission on Environmental Quality rules and regulations, including but not limited to, the Edwards Aquifer 31 TAC Section 313.5, if applicable.
 - If within the San Antonio Water System, CPS Energy Utility Company service area, the San Antonio Water System, CPS Energy Utility Company "Technical Specifications for Utility Construction."
 - Areas of project within TXDOT ROW shall comply with the current TXDOT Specifications as applicable.

10. **Work Deletions.** Portions of this proposal may be deleted. Prices for all items must stand on their own.
11. **Rock Clauses.** No rock clauses accepted.
12. **Clearing and Grading.** Clearing for utility easements, lots and ROW shall be included in site clearing. Tree protection as required by the City tree inspector is included with site clearing, no separate pay item. Earthwork quantities are estimated and measured in tight-CY. No compaction or expansion factors have been applied to bid quantities. It is the bidder's responsibility to notify the project engineer prior to bid award of significant differences in earthwork in the bid quantities not accounted for that could mean haul off or import of dirt to grade the site per plan.
13. **Grading Certifications.** A letter from the contractor certifying to Owner after completion of final grading of utility easement, that the grades on the easements are as per the grading plan will be required to payment of street excavation. Any easements not graded as per the grading plan and requiring a relocation or reinstallation by the utility company will be at the expense of the Contractor.
14. **Street Excavations.** Street excavation includes cut in the parkways, as per design plans.
15. **Street Trash.** Street contractor will be responsible for all disposing of all waste materials existing within the property including old, excavated material, concrete, trees, brush, and any other junk material which is not part of the completed contract work, unless directed by the Owner to dispose of said material on the site.
16. **Spoils.** Contractor will be required to clean up any spoils left by the utility contractor in the street right-of-way. All excess excavation will be disposed of on site by the street contractor, unless such material is as described in No. 12, above or as directed by the Owner to dispose of the material away from the site. Utility spoils shall be spread and compacted on lots as embankment per the grading plan. No separate pay item.
17. **Excess Material.** Excavated material that is free of large rocks, organic matter and other deleterious substances shall be disposed on-site if directed by the owner. Said material will be utilized as fill material for lots and easements, and compacted to minimum 90 % density.
18. **Grading and Drainage.** Excavated material must be placed on lots in accordance with the "Grading Plan", and all lots shall have a positive drainage to prevent any ponding of water, with a minimum final grade of 2%, unless otherwise directed by Owner, provided that if the applicable material is not reasonably available, a minimum final grade of not less than 1% is allowed. Material deposited on lots must meet HUD 79G Compaction Requirements. Contractor is responsible for providing the Engineer with compaction test results for all lots with fill. **Note needed embankment (385 CY) may be excavated from the future 22' Access Drive for AFV with the owner's permission.**
19. **Import Embankment Material.** Any imported embankment material to be used on any lots must be tested and approved by the owner's Geotech prior to placement in the project. Contractor shall provide evidence of material origination of such imported material and contractor shall be responsible for monitoring the import of such material and shall not allow for any soils and other materials to be imported onto site that is not tested and have evidence of origination.
20. **Trees and Brush.** Contractor is to clear entire project site of all underbrush and undesirable trees, as directed by owner. All tree clearing will be in accordance with the City of San Antonio (or applicable jurisdiction) Tree Protection ordinance (if any) at time of development. In addition, the contractor will follow the approved project tree preservation plan. Regulated or protected trees that are located within the proposed lots must remain until Owner's surveyor has cataloged and located the trees. No separate pay item.
21. **Responsibility.** Contractor will clean and smooth grade the entire project site, (to include all areas that were disturbed) by placing fill dirt on the lots. **(IF YOU TOUCH IT, YOU CLEAN IT!)**
22. **Parkways.** Parkways are to be graded at a 2% cross slope to drain to the street as per City of San Antonio (or applicable jurisdiction) specifications, unless directed by the owner to grade at a 4:1 slope, from the rear of the proposed sidewalk to the property line.
23. **Plan Approval.** Water, sewer and tree preservation plans are approved. Streets and drains are not approved. **Note: No construction can be done within the floodplain except for water and sewer until we have an approved Conditional Letter of Map Revision (CLOMR) which we do not have yet.**
24. **Erosion Control.** Contractor shall be responsible for setting up and maintaining the erosion and sedimentation plan as designed and shall inspect the controls on weekly intervals and after every significant rainfall 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. All sedimentation controls within the drain areas shall be cleaned and reinstalled at the

completion of the contract. Contractor is responsible for submitting NOI & NOT to TCEQ and keeping the SW3P booklet on-site accessible to inspectors, for third-party inspection and record keep as required by local and state regulatory agencies, ne separate pay item.

25. **Testing Notification.** Contractor is responsible for coordinating testing with the Geotech. Tests include, but are not limited to compaction of storm sewer, sanitary sewer and waterline trenches, lot and street embankment, pavement, percent lime, and concrete compressive strength.
26. **Water Pipe.** Water plans call for the use of C900 PVC, Class 235, DR 18 or other pipe as noted. Waterline construction shall comply with current SAWS material & construction specifications.
27. **Sewer Pipe.** Sanitary Sewer plans call for use of SDR-26 or other pipe as noted. Sanitary Sewer construction shall comply with current SAWS material & construction specifications.
28. **Pay Request.** Maximum payment for Water and Sewer Construction will be 95% until SAWS final field acceptance.
29. **Permits.** Contractor responsible for obtaining all permits.
30. **Traffic Control.** Contractor is responsible for submitting a traffic control plan(s) to the City or other appropriate regulatory agency for review and approval. During construction, the contractor is responsible for maintaining all signage, warning systems and flag men related to the approved traffic control plan.
31. **Staking.** Cost of construction staking for sewer, water, streets, drains and other proposed improvements is the responsibility of the contractor and shall be included in the bid, no separate pay item. CDS Muery will stake for CPS and final lot pins.
32. **Re-staking.** Cost for construction re-staking will be paid by the Contractor at \$275 per hour.
33. **Retaining Walls.** If included in this project, the elevations of top and bottom of retaining walls are shown on the grading plans. A concrete modular wall is the anticipated design. However, the bidder is invited to provide an alternate design, but will need the owner's approval for this bid. The contractor is responsible for the following items associated with the project's retaining walls: design, permits, fees, inspections, fall protection per OSHA standards during construction, design of embedment of posts into top of wall for 4' chain link fence, wall submittal for owner's review and approval, all materials and construction. Payment for the retaining walls is measured based on square-feet (SF) of exposed wall surface in addition to items listed above, includes wall footings, excavation and backfill.
34. **Utility (CPS).** The owner or owner's representative will notify the contractor if CPS trenches for utilities at street crossings or the contractor will install sleeves for utilities at street crossings. The contractor is responsible for coordinating with the CPS. If CPS installs, the contractor will grade to top of subgrade which will not at this point be lime-treated (if required by geo-tech) or compacted and then allow CPS to complete its work. If the contractor installs sleeves, the contractor will install sleeves per the utility plan and CPS details. Contractor shall mark the ends of the sleeves with stakes.
35. **Inquiries.** Direct all questions concerning the bid documents to Brian Crowell, (210) 581-1111.
36. **Due Date.** Bids are due no later than 4:30 pm, October 27, 2025.
37. **Bids can be submitted:**
 - By a sealed envelope "hand delivered" to CDS Muery at 100 N.E. Loop 410, Ste 300, San Antonio, TX 78216. Attention: Brian Crowell
 - By e-mail: Brian.Crowell@cdsmuery.com