

# Sabine River Authority of Texas

## Addendum No. 2

Issued November 7, 2024

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**Bid Title: LTD Office Parking Lot Improvements**

**Bids Due: 11/12/2024 @ 2:00 pm**

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Addendum #2 is issued by the Sabine River Authority of Texas (SRA). The following revisions are hereby made to the bid documents for this project.

### MODIFICATIONS TO 'CONTRACT DOCUMENTS'

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DELETE the entire Instructions to Bidders and REPLACE with the attached Instructions to Bidders.

-The last day for questions was added to Article 7.02 on Page 6 of 13.

DELETE the entire Bid Form and REPLACE with the attached Bid Form.

-The substantial and final completion lines were removed from the Bid Form on sheet BID-2.

-Article 4 on Page 3 of 6 was revised.

DELETE the entire Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) and REPLACE with the attached Agreement Between Owner and Contractor For Construction Contract (Stipulated Price).

-Article 4.03 on Page 1 of 6 was revised.

-Article 6.02A on Page 2 of 6 and Page 3 of 6 was revised.

-Page 6 of 6 was revised.

Vendors who may have already submitted a response and feel this addendum may change their response may pick up their submission and return it prior to 11/12/2024 @ 2:00 PM. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:

**Brandon Bell, P.E.**

[brandon.bell@kimley-horn.com](mailto:brandon.bell@kimley-horn.com)

469-301-2596

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1— Defined Terms .....	1
Article 2— Bidding Documents.....	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference .....	2
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site .....	3
Article 6— Bidder’s Representations and Certifications .....	5
Article 7— Interpretations and Addenda .....	6
Article 8— Bid Security .....	6
Article 9— Contract Times.....	7
Article 10— Substitute and “Or Equal” Items.....	7
Article 11— Subcontractors, Suppliers, and Others .....	7
Article 12— Preparation of Bid.....	8
Article 13— Basis of Bid.....	9
Article 14— Submittal of Bid .....	10
Article 15— Modification and Withdrawal of Bid .....	10
Article 16— Opening of Bids.....	10
Article 17— Bids to Remain Subject to Acceptance .....	11
Article 18— Evaluation of Bids and Award of Contract.....	11
Article 19— Bonds and Insurance .....	12
Article 20— Signing of Agreement .....	12
Article 21— Sales and Use Taxes.....	12
Article 22— CONFIDENTIALITY OF DOCUMENTS .....	12
Article 23— CONFLICT OF INTEREST.....	13
Article 24— EQUAL OPPURTUNITY .....	13

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders (refer to the Notice to Bidders).

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website (CIVCAST USA) as indicated in the Notice to Bidders. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the notice to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of

the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the notice to bid. Representatives of Owner and Engineer will be present to discuss the Project. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project, will be made available upon request.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

## **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

### 5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### 5.02 *Existing Site Conditions*

#### A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
  - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
  - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on

the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

- c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
  - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
  - 1. **N/A**Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Kristina Malek Ph: 346.888.3887 E:Kristina.malek@kimley-horn.com**. Bidder must conduct the required Site visit during normal working hours.

- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. All questions shall be received no later than **November 7<sup>th</sup>, 2024**. Contact information and submittal procedures for such questions are as follows:
- A. Questions shall be submitted via CIVCAST USA Website.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner. Bidder must meet the following bid security requirements as set forth in Texas Water Code Chapter 49 Subchapter I. If the Bid proposal exceeds \$50,000 up to \$250,000, the Bidder must submit a bid security in the amount of at least two (2%) percent of the amount of the maximum total bid in the form of a certified or cashier's check on a responsible bank in the state. If the Bid exceeds \$250,000, the Bidder must submit a bid bond in the amount of five (5%) percent of the amount of the maximum total bid in the form of an approved Bidder's Bond underwritten by a surety authorized to conduct business in the State of Texas. The surety must also meet the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the



Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released after the Contract Award.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer prior to the pre-bid meeting. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective

Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work with the qualifications statement or within 5 days of Owner's request.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
  - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

##### **13.01 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. 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. In case of discrepancy between the written amounts and figures, the written amounts shall govern.

##### **13.02 *Allowances***

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or notice to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the notice to bidders.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 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, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or notice to bid and, unless obviously non-responsive, read aloud publicly. A summary of the amounts of the base Bids

and major alternates, if any, will be made available to Bidders after the opening of Bids. Bidders and other interested parties may be present at the public bid opening.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

17.01 All Bids will remain subject to acceptance for a period of 60 days as shown in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. The Owner may consider the following in determining the best value:

- In the comparison of Bids, The amount bid;
- Reputation of the bidder and the bidder's goods or services;
- Quality of the bidder's goods or services;
- Extent to which the goods or services meet the needs of SRA;
- Bidder's past relationship with SRA;
- Total long-term cost to SRA to acquire the bidder's goods or services;
- Bidder's past experience in performing similar work;
- Bidder's financial record indicating the stability of the bidder;
- Bidder's history of successfully completing projects; and
- Any relevant criteria specifically listed in the request for bids or proposals.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award

may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions and the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is exempt by law from **State of Texas** sales and Use Tax Laws, and Federal Excise Tax on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 22—CONFIDENTIALITY OF DOCUMENTS**

The SRA is subject to the Texas Public Information Act (PIA). Any information submitted to the SRA by the Bidder shall be considered non-confidential and available to the public, except as follows:

In the event a Bidder considers a specific portion of their Bid to be confidential and subject to an exception to disclosure under the PIA, such portion must be clearly identified and marked "CONFIDENTIAL". Do not mark an entire proposal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the Bid that the Bidder considers to be confidential pursuant to

the PIA should be marked. IF AN ENTIRE BID IS MARKED CONFIDENTIAL, THE SRA WILL NOT TREAT ANY PORTION OF THE BID AS CONFIDENTIAL AND THE BID MAY BE REJECTED AS NON-CONFORMING. The SRA will honor notations of confidentiality in accordance with this paragraph and decline to release such information initially; however, final determination of whether a particular portion of a Bid may in fact be withheld pursuant to the PIA will be made by the Texas Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of a Bid that has been marked confidential, the SRA will ask the affected Bidder if the information may be released. If the release is agreed to, the SRA shall release the information.

If the release is denied, the matter shall be referred to the Texas Attorney General's Office in accordance with the process set forth in the PIA. The Bidder shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas Attorney General's Office regarding its claim of confidentiality. The SRA will NOT submit arguments on behalf of the Bidder.

The Texas Attorney General's Office shall rule on the matter. In the event that it is determined by opinion of the Texas Attorney General or court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requestor. If it is determined that the information may be withheld, SRA will withhold the information from the requestor.

Pricing information contained in bids or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

#### **ARTICLE 23—CONFLICT OF INTEREST**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e. Sabine River Authority) must disclose in the Conflicts of Interest Questionnaire Form (CIQ) the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the SRA Records Management Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the SRA, or submits an application or response to a Request for Bids, correspondence, or another writing related to a potential agreement with SRA. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is included. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

#### **ARTICLE 24—EQUAL OPPURTINITY**

Sabine River Authority provides for equal opportunity for all qualified parties including Historically Underutilized Business (HUBs). If your organization or any associated sub-contractor on the project area a certified HUB with the State of Texas, please submit documentation of the certified organization, including description of the work, percentage of the contract expected to be completed by the HB, and the certification number of the HUB.

## **ARTICLE 1—BID FORM FOR CONSTRUCTION CONTRACT**

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

### **ARTICLE 1— OWNER AND BIDDER**

This Bid is submitted to: **Sabine River Authority of Texas: Lake Tawakoni Division**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. All prices shall be stated in both words and figures; however, do not extend the unit price. If the unit price is extended, the extension shall be ignored in tabulating the bids(\*). In case of discrepancy between the written amounts and the figures, the written amounts shall govern.

### **ARTICLE 2— ATTACHMENTS TO THIS BID**

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

- Required Bid security;
- Vendor Certification to State Law;
- Conflict of Interest;
- Required Bidder Qualification Statement with supporting data;
- Form W-9;
- Bonding Company Information
- Bid Opening Sheet
- Non-Collusion Affidavit(s)
- Additional Items as stipulated in the request



**ARTICLE 3— BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

**3.1 Lump Sum Bids**

1. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$
Paving Alternate 1	\$
Paving Alternate 2	\$

**3.2 Unit Price Bids**

1. Bidder acknowledges that:

- 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
- 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

2. Bidder will perform the following Work at the indicated unit prices:

## LTD Office Parking Lot Improvements

### BID FORM

**NOTES:**

- 1) All bidders shall provide quantities and unit prices for all items included in the Work. In the event that a greater or lesser amount of Work is requested by owner, the unit prices shall be utilized to determine the cost for the Work. The quantities provided shall be those required to complete the work as described in the drawings.
- 2) In all cases, once the bid is submitted, contractor shall be responsible for installing the quantity of actual work items shown on the drawings, regardless of quantity discrepancies. Unit prices shall be for the cost of work and materials in place complete. They shall include all cost of required permits, materials, labor, equipment, delivery, taxes, overhead, profit, maintenance, and guarantee.
- 3) Contractor shall be responsible for all work related to National Pollution Discharge Elimination System (NPDES) regulations. Notice of Intent, Notice of Termination, all required reporting, as well as require field work to maintain the P.P.P. shall be included in this Base Bid.
- 4) All items not specifically included in the bid form shall be performed subsidiary to other bid items.

Item No.	Spec Item	Est. Quantity	Unit	Name of Pay Item with Price in Words	Unit Bid Price	Amount Bid
<b>Base Bid -</b>				<b>DEMOLITION</b>		
1	NCTCOG 203.1	320	S.Y.	Remove Existing Concrete Pavement (Full Depth) Complete in Place		
				dollars and cents per unit	\$	\$
2	NCTCOG 203.1	6,028	S.Y.	Remove Existing Asphalt Pavement and Base Material (Full Depth) Complete in Place		
				dollars and cents per unit	\$	\$
3	NCTCOG 203.1	230	S.Y.	Remove Existing Gravel Pavement (Full Depth) Complete in Place		
				dollars and cents per unit	\$	\$
4	NCTCOG 203.1	532	EA.	Remove Existing Flexbase (Full Depth) Complete in Place		
				dollars and cents per unit	\$	\$
5	NCTCOG 402.3	264	L.F.	Full Depth Sawcut Complete in Place		
				dollars and cents per unit	\$	\$
6	NCTCOG 203.1	1,514	L.F.	Remove Existing Concrete Curb and Gutter Complete in Place		
				dollars and cents per unit	\$	\$
<b>Subtotal -</b>				<b>DEMOLITION</b>		
						\$

<b>Base Bid -</b>				<b>SUBGRADE PREPARATION</b>		
7	NCTCOG 301.2	6,732	S.Y.	Install 6" Lime Stabilized Subgrade Complete in Place		
				dollars and cents per unit	\$	\$
8	TXDOT 301.2	118	TON	Provide and Install Lime Complete in Place		
				dollars and cents per unit	\$	\$
<b>Subtotal -</b>				<b>SUBGRADE PREPARATION</b>		
						\$

<b>Base Bid -</b>				<b>EARTHWORK</b>		
9	NCTCOG 203.4	396	C.Y.	Unclassified Excavation and Place/Compact Fill Complete in Place		
				dollars and cents per unit	\$	\$
10	NCTCOG 203.4	364	C.Y.	Unclassified Excavation and Haul Off Complete in Place		
				dollars and cents per unit	\$	\$
<b>Subtotal -</b>				<b>EARTHWORK</b>		
						\$

<b>Base Bid -</b>				<b>PAVING</b>		
11	NCTCOG 303	850	S.Y.	Place Reinforced Concrete Street Pavement (7") Complete in Place		
				dollars and cents per unit	\$	\$
12	NCTCOG 303	5,884	S.Y.	Place Reinforced Concrete Street Pavement (6") Complete in Place		
				dollars and cents per unit	\$	\$
13	NCTCOG 303	4	S.Y.	Place Reinforced Concrete Sidewalk Pavement (4") Complete in Place		
				dollars and cents per unit	\$	\$

14	NCTCOG 303	1,230	L.F.	Install 6" Concrete Curb		
				Complete in Place		
				dollars and cents per unit		
15	TXDOT 666	441	L.F.	Provide and Install 4" Solid White Stripe (Hot Applied Thermoplastic)		
				Complete in Place		
				dollars and cents per unit		
16	TXDOT 666	2	EA.	Provide and Install ADA Striping (Hot Applied Thermoplastic)		
				Complete in Place		
				dollars and cents per unit		
17	NCTCOG 702	333	L.F.	Connect to Existing Concrete Pavement		
				Complete in Place		
				dollars and cents per unit		
<b>Subtotal - PAVING</b>						\$

<b>Base Bid - EROSION CONTROL</b>						
18	NCTCOG 202.5	1	EA.	Provide and Install Stabilized Construction Entrance		
				Complete in Place		
				dollars and cents per unit		
19	NCTCOG 202.5	355	L.F.	Provide, Install, and Remove Silt Fence		
				Complete in Place		
				dollars and cents per unit		
<b>Subtotal - EROSION CONTROL</b>						\$

<b>Base Bid - LANDSCAPE</b>						
20	NCTCOG 204.5	1,675	S.Y.	Install 100% Coverage of Disturbed Area by Bermuda Sod		
				Complete in Place		
				dollars and cents per unit		
<b>Subtotal - LANDSCAPE</b>						\$

<b>Base Bid - MISCELLANEOUS</b>						
21	SC-19	1	L.S.	Provide and Install Barricading and Traffic Control		
				Complete in Place		
				dollars and cents per unit		
22	SC-19	1	L.S.	Provide Project Preconstruction Video		
				Complete in Place		
				dollars and cents per unit		
23	SC-19	1	L.S.	Provide Construction Staking		
				Complete in Place		
				dollars and cents per unit		
24	SC-19	1	L.S.	Provide SWPP		
				Complete in Place		
				dollars and cents per unit		
25	SC-19	1	EA.	Provide and Install Project Sign		
				Complete in Place		
				dollars and cents per unit		
26	SC-19	1	L.S.	Mobilization, Bonds, and Insurance		
				Complete in Place		
				dollars and cents per unit		
<b>Subtotal - MISCELLANEOUS</b>						\$

TOTAL PROJECT BASE BID - LTD OFFICE PARKING LOT IMPROVEMENTS, for All Items (words and figures) \$ \_\_\_\_\_ TOTAL

\_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

Alt Bid -		PAVING ALTERNATE NO. 1					
27	NCTCOG 402.3	108	L.F.	Full Depth Sawcut			
				Complete in Place	dollars and	cents per unit	\$
28	NCTCOG 203.1	103	L.F.	Remove Existing Concrete Curb and Gutter			
				Complete in Place	dollars and	cents per unit	\$
29	NCTCOG 203.1	2	EA.	Remove Existing Tree			
				Complete in Place	dollars and	cents per unit	\$
30	NCTCOG 301.2	220	S.Y.	Install 6" Lime Stabilized Subgrade			
				Complete in Place	dollars and	cents per unit	\$
31	NCTCOG 303	850	S.Y.	Place Reinforced Concrete Street Pavement (7")			
				Complete in Place	dollars and	cents per unit	\$
32	NCTCOG 303	5,884	S.Y.	Place Reinforced Concrete Street Pavement (6")			
				Complete in Place	dollars and	cents per unit	\$
33	NCTCOG 303	4	S.Y.	Place Reinforced Concrete Sidewalk Pavement (4")			
				Complete in Place	dollars and	cents per unit	\$
34	NCTCOG 303	220	S.Y.	Place Reinforced Concrete Street Pavement (5")			
				Complete in Place	dollars and	cents per unit	\$
35	NCTCOG 303	1,372	L.F.	Provide and Install 6" Concrete Curb			
				Complete in Place	dollars and	cents per unit	\$
36	TXDOT 666	621	L.F.	Provide and Install 4" Solid White Stripe (Hot Applied Thermoplastic)			
				Complete in Place	dollars and	cents per unit	\$
37	TXDOT 666	2	EA.	Provide and Install ADA Striping (Hot Applied Thermoplastic)			
				Complete in Place	dollars and	cents per unit	\$
38	NCTCOG 702	436	L.F.	Connect to Existing Concrete Pavement			
				Complete in Place	dollars and	cents per unit	\$
39	SHEET C-202	12	EA.	Install Canopy Column Foundation			
				Complete in Place	dollars and	cents per unit	\$
40	NCTCOG 202.5	136	L.F.	Provide, Install, and Remove Silt Fence			
				Complete in Place	dollars and	cents per unit	\$
<b>Subtotal -</b>		<b>PAVING ALTERNATE NO. 1</b>					\$

**TOTAL PROJECT PAVING ALTERNATE NO. 1 BASE BID EXCLUDING PAVING (ITEMS 11-17) - LTD** \$ \_\_\_\_\_  
**OFFICE PARKING LOT IMPROVEMENTS, for All Items (words and figures)** **DOLLARS** **TOTAL**  
\_\_\_\_\_ **CENTS**

Alt Bid -		PAVING ALTERNATE NO. 2					
41	NCTCOG 301.2	4,592	S.Y.	Install 6" Lime Stabilized Subgrade			
				Complete in Place	dollars and	cents per unit	\$
42	NCTCOG 301.2	2,141	S.Y.	Install 8" Lime Stabilized Subgrade			
				Complete in Place	dollars and	cents per unit	\$
43	TXDOT 301.2	123	TON	Provide and Install Lime			
				Complete in Place	dollars and	cents per unit	\$
44	NCTCOG 203.4	416	C.Y.	Unclassified Excavation and Haul Off			
				Complete in Place	dollars and	cents per unit	\$
45	NCTCOG 302	850	S.Y.	Place Reinforced Concrete Street Pavement (7")			
				Complete in Place	dollars and	cents per unit	\$

46	NCTCOG 303	3,742	S.Y.	Place Reinforced Concrete Street Pavement (6")		
				Complete in Place		
				dollars and cents per unit		
47	NCTCOG 303	4	S.Y.	Place Reinforced Concrete Sidewalk Pavement (4")		
				Complete in Place		
				dollars and cents per unit		
48	NCTCOG 302	2,141	S.Y.	Install 10" Crushed Stone Base Subgrade		
				Complete in Place		
				dollars and cents per unit		
49	NCTCOG 302	2,141	S.Y.	Provide and Install 3" Asphalt Street Pavement		
				Complete in Place		
				dollars and cents per unit		
50	NCTCOG 303	1,229	L.F.	Install 6" Concrete Curb		
				Complete in Place		
				dollars and cents per unit		
51	TXDOT 666	441	L.F.	Provide and Install 4" Solid White Stripe (Hot Applied Thermoplastic)		
				Complete in Place		
				dollars and cents per unit		
52	TXDOT 666	2	EA.	Provide and Install ADA Striping (Hot Applied Thermoplastic)		
				Complete in Place		
				dollars and cents per unit		
53	NCTCOG 702	61	L.F.	Connect to Existing Concrete Pavement		
				Complete in Place		
				dollars and cents per unit		
<b>Subtotal - PAVING ALTERNATE NO. 2</b>						\$

**TOTAL PROJECT PAVING ALTERNATE NO. 2 BASE BID EXCLUDING SUBGRADE PREPARATION (ITEMS 7-8) AND PAVING (ITEMS 11-17) - LTD OFFICE PARKING LOT IMPROVEMENTS, for All Items (words and figures)**

\$ \_\_\_\_\_  
TOTAL

\_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4 – TIME OF COMPLETION**

Bidder agrees that the Work will be substantially complete within the time stipulated in the Agreement and as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

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

**ARTICLE 5— BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

*Bid Acceptance Period*

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

*Instructions to Bidders*

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

*Receipt of Addenda*

Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>	<b>Received</b>

**ARTICLE 6— BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

*Bidder's Representations*

In submitting this Bid, Bidder represents the following:

3. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
4. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
5. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

6. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

7. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

8. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

9. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

10. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

11. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

12. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

13. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### *Bidder's Certifications*

1. The Bidder certifies the following:

14. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

15. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

16. Bidder has not solicited or induced any individual or entity to refrain from bidding.

17. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **Sabine River Authority of Texas**, a Texas governmental entity (“Owner”) and \_\_\_\_\_, a Contractor (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: site preparation, erosion control and tree protection, demolition, grading, vehicular paving, parking lot striping and signage, and pedestrian concrete paving, and all items necessary to construct the Site Improvements, complete and in place as shown in the plans and specifications.

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project will improve the existing facility parking lot by removing the existing parking lot, grading the site, adding a new parking lot with entry road connection, and adding concrete sidewalks.

## **ARTICLE 3—ENGINEER**

3.01 The Owner has retained Kimley-Horn (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

## **ARTICLE 4—CONTRACT TIMES**

### *4.01 Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### *4.03 Contract Times: Days*

A. The Work will be substantially complete within **150 consecutive working days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180 consecutive working days** after the date when the Contract Times commence to run.

### *4.05 Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. Total Contract Amount: \$\_\_\_\_\_.

#### **ARTICLE 6—PAYMENT PROCEDURES**

##### *6.01 Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### *6.02 Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 30 days of receiving engineer approved pay request, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited

to liquidated damages, in accordance with the Contract and Texas Water Code Chapter 49.276 .

- a. 90% percent of the value of the Work completed (with the balance being retainage).
  - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the lowest amount allowed by law.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
- 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: **LTD Office Parking Lot Improvements**
  - 7. Addenda (numbers 1 to 2, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractors Bid (C-410)**

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Sabine River Authority of Texas

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

David Montagne

\_\_\_\_\_  
(typed or printed)

Title:

General Manager

\_\_\_\_\_  
(typed or printed)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

Sabine River Authority of Texas

PO Box 579

Orange, Texas, 77631

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

(If [**Type of Entity**] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

License No.:

\_\_\_\_\_  
(where applicable)

State:

\_\_\_\_\_