

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS (CMAR)

INSTRUCTIONS FOR CONSTRUCTION MANAGER AT RISK (CMAR) PROJECTS

GENERAL

A contract has been executed between Wilson County (the Owner) and SpawGlass (the Construction Manager).

The Construction Manager is responsible for advertising and receiving proposals from trade contractors and subcontractors for the performance of all major elements of the Work included in each Proposal Package.

Unless otherwise indicated, Offerors will be expected to comply with the provisions of AIA A701 Instructions to Bidders, 2007 edition.

Definitions:

Unless otherwise indicated, definitions set forth in AIA Document AIA A701, 2007 edition, Instructions to Bidders and AIA Document AIA A201, 2007 edition, General Conditions of the Contract for Construction and the supplementary conditions of the contract are applicable to each Proposal Package. Additional definitions are defined in Section 00 73 00 - Supplementary Conditions, Division 01, and the individual specifications sections.

Proposal Documents: Proposed Contract Drawings and Specifications describe the Project for pricing and construction of the Project.

Proposal Package: A Proposal Package consists of Instructions to Offerors, amendments and supplements to Instruction to Offerors issued by the Construction Manager, proposal forms issued by the Construction Manager, General Conditions of the Contract for the Construction Manager-At-Risk Contract, proposed Drawings and Specifications, and addenda issued by Architect.

Offeror: An entity who submits a Proposal to provide materials, equipment, or labor for a portion of the Work.

OFFEROR'S PRESENTATION

Each Offeror, by submitting its Proposal, represents that:

It has read and understands the Proposal Documents and its Proposal is made in accordance with the proposed Contract Documents.

It has visited the site, has familiarized itself with the local conditions under which the work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents.

It agrees to comply with requirements. The requirements are absolute, and any Offeror who subsequently does not agree to comply with the requirements automatically disqualifies itself from making a proposal or receiving award of the contract.

Offeror agrees that:

Work on the project will commence immediately upon receipt of the signed Contract, Notice to Proceed from the Construction Manager, Letter of Intent from the Construction Manager, or by means of any similar agreements made with the Construction Manager in respect to scheduling.

Offeror will participate as a team member in cooperation with SpawGlass, Project Architect, and Owner.

Offeror shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications.

Each Offeror by making its Proposal represents that its Proposal includes the materials and equipment specified in the Proposal Documents and supplemented as necessary for

a complete and operating system.

PROPOSAL DOCUMENTS

Proposal Documents may be obtained from the Construction Manager.

PROPOSAL PROCEDURES

Proposal Procedures shall be the responsibility of the Construction Manager.

A proposal is invalid if it has not been received at the designated location prior to the time and date for receipt of proposals indicated in the Request for Proposals, or prior to any extension issued to the offerors by Addenda.

Requested Alternates shall be proposed. If no change in the Base Proposal is required, enter "No Change".

A proposal may be withdrawn only upon request by the Offeror or its duly authorized representative, provided the request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. A withdrawal of a proposal shall not be effective unless a written confirmation of the withdrawal is received by the Owner at said place within 48 hours before the time fixed for the opening of proposals. The withdrawal of a proposal does not prejudice the right of the Offeror to file a new proposal at the time and place stated. No proposal may be withdrawn after the time fixed for the opening of proposals for a period of 30 days.

INTERPRETATION OF PROPOSAL DOCUMENTS

Prior to the receipt of Proposals, Offerors and sub-offerors requiring clarification or interpretation of the Proposal Documents shall make a written or verbal request which shall reach the Architect at least ten days prior to the date for receipt of proposals.

Interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections or changes of the Proposal Documents made in any other manner shall not be binding.

Addenda may be issued by the Architect and will be mailed or delivered to the Construction Manager. It is the responsibility of the Construction Manager to deliver Addenda to each person or firm recorded as having received the proposal documents. Addenda will be available for inspection at the location of proposal documents available for that purpose. Addenda become part of the Contract Documents and resultant costs will be included in the Price.

PRODUCT SUBSTITUTIONS

The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment specified, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an addendum as a substitution prior to the submission of proposals.

Substitutions will not be considered prior to receipt of proposals unless a written request for approval has been received by the Architect at least seven days prior to the date for receipt of proposals in compliance with Section 01 25 13 - Product Substitution Procedures.

Burden of proof of comparability is the responsibility of the proposer.

Each request shall include the name of the material or equipment for which it is proposed as a substitution and a complete description and supporting of the proposed substitute including the reason for a substitution, cost advantage to Owner, drawings, complete technical data, cut sheets, performance and test data, effect on the construction schedule, and other pertinent information necessary for an evaluation.

Architect's decision of approval or disapproval of a proposed substitution shall be final.

Substitution requests that do not comply with the specified procedures will be rejected.

If the Architect approves a proposed substitution prior to receipt of proposals, the approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

No substitutions will be considered after the Contract award.

REJECTION OF PROPOSALS

The Owner shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required proposal security, or by other data required by the Proposal Documents, or to reject a proposal which is in any way incomplete or irregular.

The Owner reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of Owner.

The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy Owner that the offeror is properly qualified to carry out the obligations of the contract and to complete the work specified. Award of the Contract may be made to other than the low dollar offeror and given the one offering the best value or consider by Owner in its own best interest, in addition to the purchase price, based on the published selection criteria and on its ranking evaluation.

Voluntary alternates are prohibited. Owner reserves the right to reject any proposal which is accompanied by conditional or qualifying statements, or voluntary alternates.

INSURANCE

Each offeror and subofferor shall include in its proposal the complete cost for insurance required under the General Conditions and Supplementary Conditions.

Offeror shall obtain and maintain in full force for the duration of the project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and Supplementary General Conditions.

PERFORMANCE BOND AND PAYMENT BOND

The Construction Manager, and each offeror or subofferor as required by the Construction Manager or Owner, shall include in the price the premium costs for 100% Performance Bond and 100% Payment Bond. These bonds shall cover the faithful performance of the contract and payment of all obligations arising thereunder in such form as Owner may prescribe. The bonding companies must be acceptable to the Owner. The Construction Manager, and if required the selected offeror, shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

AWARD OF CONTRACT

Upon receipt of the proposal from acceptable Offers, SpawGlass shall determine the Guaranteed Maximum Price (GMP) and submit the Guaranteed Maximum Price to the Owner for the Owner's Approval.

Once the Guaranteed Maximum Price is determined to be acceptable by the Owner and approved, the Construction Manager is required to 1) execute the Contract for Construction, 2) submit Performance and Payment Bonds, and 3) submit Certification of required insurances, using Owner's own forms for such respective purposes.

NOTICE TO PROCEED

Do not commence work under this Contract until receipt of written Notice to Proceed, or the Contract is duly signed by the Owner.

COMPLETION TIME

Offerors shall familiarize themselves with Owner's requirements concerning the project schedule. The project shall be substantially complete no later than Month DD, YYYY.

Having thoroughly familiarized itself with the conditions as they exist at the project site(s) and acquainted itself with the labor supply and the material market, Offeror, by submitting a

proposal for work, agrees to be substantially complete with the work by the date specified.

It is expressly agreed as a part of the consideration inducing Owner to execute the contract that the Owner may deduct liquidated damages from the final payment made to SpawGlass for each and every calendar day beyond the agreed date which SpawGlass shall require for Substantial Completion of the work included in this contract. It is expressly understood that the stated sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time, or within the legally extended time, if any, otherwise provided for herein. The sum shall be considered liquidated damages only and is not considered a penalty, that the damage caused by additional compensation to personnel, for loss of interest on money and other associated increased costs, which are difficult to determine an exact ascertainment. Disruption of Owner's use of the existing facilities or newly completed facilities shall be subject to liquidated damages. Refer to the Supplementary Conditions additional requirements. Delays, disruption of use, failures to complete, and liquidated damages are described in the Supplementary Conditions.

The definition of Substantial Completion is found in the AIA General Conditions and Supplementary Conditions.

ASBESTOS AND HAZARDOUS MATERIALS

Wilson County anticipates no asbestos containing materials (ACM) are within the facilities scheduled for renovation. An Asbestos Report is available from the Owner and Construction Manager is advised to review the report and visit the site(s) to ascertain the conditions affecting the work and report discrepancies between the Asbestos Report and what is actually encountered at the project site(s) to Architect and Owner's Designated Representative (ODR).

If asbestos is encountered, cease work in the immediate area of the asbestos until the asbestos is removed and direction is given to resume work in the area in accordance to the requirements of the General and Supplementary Conditions.

Construction Manager shall bear the responsibilities, expenses incurred, and hold the Owner, the Architect, and their employees and consultants harmless for failure to review the Asbestos Report and report discrepancies as noted.

LIST OF SUBCONTRACTORS

The Construction Manager will supply a list of the following major subcontractors:

- Mechanical
- Electrical
- Plumbing
- Masonry
- Other primary subcontractors

The Construction Manager shall execute Section 00 43 36 - Proposed Subcontractors Form and submit with Proposal.

AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

The Construction Manager, Offerors, and subofferors shall agree to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued in order to maintain and insure non-discriminatory employment practices.

The Construction Manager shall execute Section 00 40 13 - Affidavit of Non-Discriminatory Employment and submit with Proposal.

AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE IN PROJECT

The Construction Manager, Offerors, and subofferors shall agree to refrain from using products which are known to contain asbestos, lead, and PCB containing materials as applicable to the project. They shall also affirm that lead or lead bearing materials have not been incorporated

into potable water systems, and that lead sheet flashing used in through roof plumbing penetration applications is the only lead on the Project.

The Construction Manager shall execute Section 00 40 14 - Affidavit of Non-Asbestos, Lead, and PCB Use and submit with Proposal.

DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT

It is the responsibility of SpawGlass to evaluate each Offeror's qualifications in respect to the following criteria to determine the greatest value to Owner:

- The purchase price; (weight 30%).

- The reputation of the vendor and of the vendor's goods or services; (weight 15%).

- The quality of the vendor's goods or services; (weight 10%).

- The extent to which the goods or services meet the Owner's needs; (weight 10%).

- The vendor's past relationship with Owner; (weight 10%).

- The total long term cost to Owner to acquire the vendor's goods and services; (weight 10%).

- The vendor's past record of completing projects on time; (weight 15%).

By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the Owner and its respective employees, Architect and consultants, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents, acceptance or rejection of any proposals; and award of the contract.

The Owner reserves the right to review Offeror's and subofferor's qualification as it deems necessary, and shall have the final decision in the selection process. The Owner will make investigations as they deem necessary to determine the ability of the Offeror to perform the work, and the offeror shall furnish information and data when requested. The Owner reserves the right to reject a proposal if the evidence submitted by, or investigation of, an offeror fails to satisfy the Owner that offeror is properly qualified to carry out the obligations of the Contract and to complete proposed work.

The Owner reserves the right to reject any or all proposals and to waive any informalities or irregularities and to make the award of the contract in the best interest of the Owner.

END OF SECTION 00 21 13

SECTION 00 40 13 - AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

STATE OF TEXAS

COUNTY OF _____

AFFIDAVIT

This Company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and Regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Company

Printed Name

Signature

STATE OF TEXAS

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____

State of _____

Commission expiration: _____

Seal

NOTE: THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL
END OF SECTION 00 40 13

PBK Architects, Inc.
PBK Project No. 240486
Issue for Permit

Expansion of the Wilson County Community and Expo Center
Wilson County
May 16, 2025

SECTION 00 40 14 - AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE

UPON COMPLETION OF THIS FORM, RETURN TO THE ARCHITECT AT PROJECT CLOSEOUT.

PROJECT:

Owner's Name: Wilson County
Project Name: Expansion of the Wilson County Community and Expo Center
Project Address:
435 TX-97.
Floresville, Texas 78114.

ARCHITECT:

PBK Architects, Inc.
601 NW Loop 410, Suite 400.
San Antonio, Texas 78216.
Architect's Project No. 240486.

CONTRACTOR:

Contractor: _____
Company Address: _____

Date: _____

AFFIDAVIT

Undersigned affirms and certifies that "to the best of their knowledge and belief asbestos, lead, and PCB-containing materials have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems", including, but not limited to those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibbs, as applicable to the project, and that lead sheet flashing used in through roof plumbing penetration applications is the only lead on the Project.

Company

Printed Name

Signature

STATE OF TEXAS

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public: _____

State of _____

Commission expiration: _____

Seal

PBK Architects, Inc.
PBK Project No. 240486
Issue for Permit

Expansion of the Wilson County Community and Expo Center
Wilson County
May 16, 2025

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED AT PROJECT CLOSE-OUT
END OF SECTION 00 40 14**

