

INSTRUCTIONS TO BIDDERS FLAT CREEK COMMERCIAL COLLECTOR & UNIT 1 & UNIT 2

This is an invitation for selected Bidders to provide KF Flat Creek, L.P. (OWNER) (contact: Oscar Dominguez) a proposal for the construction of **FLAT CREEK COMMERCIAL COLLECTOR // UNIT 1 // UNIT 2**, consisting of site clearing & grading, sedimentation & erosion control, street, drainage, sanitary sewer and water improvements. This is a "closed" bid. Bids will be turned in to **Lance Elling (lance.elling@kci.com)** at **KCI Technologies** 2806 W. Bitters Rd., Suite 218, San Antonio, TX 78248 on or before **December 6, 2024 by 3pm.** **An Electronic file will be sent by KCI Technologies. The file distribution will include construction plans, CAD files, geotechnical reports, and a bid tab.**

1. Bidders shall submit a unit price for each item for which a bid is requested. Emailed proposals will be accepted. All bids must be accompanied by a Construction Schedule. Any bids received without a Construction Schedule will not be accepted. Winning bidder will be required to provide monthly Construction Schedule updates to Owner.
2. Each Unit bid will stand on its own and may be constructed concurrently, sequentially or individually. The Owner reserves the right to reject any and all bids, to waive all formalities, or to award a contract to the lowest bidder as qualified in accordance with the conditions set forth in the specifications, or to make the award most favorable to the Owner according to the best judgment of the Owner.
3. The successful bidder will be required to enter into a Contract with the Owner, requiring full compliance and performance of the conditions of the proposal, plans and specifications as designed by **KCI Technologies (ENGINEER)** and reviewed by the City of Castroville and/or other agency as required and agrees to commence work within 14 calendar days after notification to begin, unless otherwise directed by Owner.
4. Bidders are required to inspect the site and inform themselves of all conditions affecting the execution of the work to be performed. The filing of the proposal shall constitute an admission by the bidder that he has carried out the foregoing stipulations to his entire satisfaction. Quantities included in the plans and proposals are estimated and are to be regarded as approximate only. The Owner reserves the right to vary the quantities, to construct all, or any part, or to delete any part or item of work, which may be deemed advisable. Variations will be adjusted at the unit price provided. No profit, overhead or other reimbursement will be paid by the Owner in the event of a deletion of work. **It is the bidder's responsibility to verify all quantities against the plans. Bidder shall notify Engineer immediately, and prior to bid submittal, of any variances in excess of 3% of quantities given in the bid documents provided. Once bid sheets are received it will be understood that the contractor agrees with the quantities and/or specifications of the plans. Any and all variances in quantities experienced during the construction process shall be paid at the applicable unit price provided in bidder's proposal.**
5. Construction will conform to the following current specifications as applicable.
 - a. City of Castroville "Standard Specifications for Public Works Construction" plus current amendments together with any special specifications issued by City of Castroville.
 - b. ~~Bexar County "Specifications for Subdivision and Public Works Construction", if located outside City of San Antonio city limits inside Bexar County.~~
 - c. Per service area, San Antonio Water System (SAWS) "Standard Specifications for Construction", ~~or San Antonio River Authority (SARA) specifications.~~
 - d. Texas Commission on Environmental Quality "Rules and Regulations for Public Water Systems."

- e. Texas Commission on Environmental Quality "Design Criteria for Sewerage systems" Chapter 317 and "Edwards Aquifer" Chapter 213.
- 6. Portions of this proposal may be deleted. Prices for all items must stand on their own.
- 7. No rock or special clauses shall be noted on bids, nor will they be accepted by Owner. All bidders are expected to thoroughly review and inform themselves of all existing site and sub-surface conditions prior to submittal of proposals.
- 8. Contractor to complete the material take-off for items bid lump sum. Quantities shown on the plans are estimates only.
- 9. Direct all technical questions concerning this proposal to **Abraham Maldonado** with **KCI Technologies** at abraham.maldonado@kci.com.

STORM WATER POLLUTION PREVENTION PLAN (SW3P)

- 1. Contractor is responsible for installing and maintaining the erosion and sedimentation controls as designed and shall inspect the controls Bi-weekly (14 days) and after every significant rainfall (1/2 inch or greater) to ensure significant disturbance to the structure has not occurred. Sediment deposited after a significant rainfall shall be removed and placed in a designated soil disposal area. Contractor to provide Owner with one complete set of all SW3P inspection reports, including updates and modifications, prior to receiving final payment for project.

CLEARING AND GRADING

- 1. **The Engineer's lot grading plan and street profiles included in the construction documents shall represent finished grades of the proposed project. The Engineer shall provide topographic digital surfaces of both existing and proposed grades. The Contractor is ultimately responsible for verifying the existing ground using whatever field surveying methods necessary. In addition, the contractor is solely responsible for the accuracy of the earthwork quantities (embankment, excavation, material import, and material export) in the contractor's submitted bid that are necessary to produce the finished grades. It shall be the intent of the contractor to finish the project to the finished grades included in the construction documents based on the earthwork quantities set forth in the contractor's submitted bid, and without importing additional material and without producing stockpiles of extra material except as directed by owner or engineer. Contractor shall not stockpile any material on owner's property without owner's approval. Any material handling outside of the contracted amount needed to produce the finished grades for the project (including, without limitation, material importing and material exporting) shall be deemed as nonpay items, and shall be performed by the contractor at the contractor's sole cost and expense.**
- 2. Clearing and or grading for street right-of-ways and utility easements shall be included in the base bid cost for site clearing and grading. Contractor is to clear entire project site of all underbrush and undesirable vegetation unless directed otherwise. Contact Owner for extent and sequence of lot clearing and coordination with any applicable tree ordinance.
- 3. Excavated material that is free of organic matter and other deleterious substances may be disposed onsite, as approved by Owner. Said material will be utilized as fill material for lots and easements as per the Grading Plan and compacted to meet 79G requirements with 95% Standard Density using ASTM 698 or TEX-114E. No fill shall be placed within flood plain areas until a "Flood Plain Development Permit" has first been obtained. Fills in flood plain areas require compaction testing for every twelve (12) inch lift, and fills greater than one foot deep within building pad areas require compaction testing for every six (6") inch lift.

Contractor shall coordinate with the Owner's choice of geotechnical testing lab to schedule all geotechnical and compaction testing.

The Owner will pay for all geotechnical testing required for verification of conformance with project specifications, unless otherwise specified. Any and all costs for re-testing due to failure to meet specifications or lack of preparedness will be paid by the contractor.

4. Excavated material placed on lots shall have positive drainage to prevent any ponding of water, and provide a minimum final grade as specified on grading plans.
5. Contractor shall submit a letter to Engineer and Owner after completion of final grading of utility easements, certifying that the grades on the utility easements are completed as per the grading plan. Owner may, at its discretion, verify that all final utility grades conform to proposed grading plan.
6. Contractor shall submit a letter to Engineer and Owner after completion of final grading of lots, certifying that the grades on the lots are completed as per the grading plan. Owner may, at its discretion, verify that all final lots' grades conform to proposed grading plan within 0.1', but in no circumstances shall grades be less than 1.5%.
7. Contractor shall be responsible for disposing of all waste materials including, but not limited to, excess excavation, concrete, trees, and any other material which is not part of the completed contract work. No separate pay item.
8. Prior to any lot grading, Contractor shall contact Owner to determine if any trees in areas of fill/excavation can be saved.
9. Any and all fill materials imported to the site by contractor for the purpose of satisfying the proposed grading plan shall be reasonably homogeneous to existing site conditions, acceptable by Engineer and/or Owner, and shall conform to all specifications previously listed above.
10. **KCI Technologies** will:
 - a. Set construction stakes, establish bench mark(s), prepare cut sheets, and furnish same to Contractor. Said stakes will be furnished once as requested by either Client or Contractor, and protected by Contractor, as outlined below:
 - b. Clearing of Street/Drainage/Utility: Set construction stake or lath defining the centerline of the right-of-way, one side or centerline of easements.
 - c. Street and Drain Excavation: Set offset construction stakes on one side only, at 50 foot intervals with PC's, PT's, and Vertical Curves points. Offset stakes will be located opposite water side 9 feet outside of the street right-of-way. Prepare cut sheets and furnish same to Contractor.
 - d. Street and Drain Final: Set offset construction stakes on one side only, at 50 foot intervals with PC's, PT's, Vertical Curve points, and Curb Return radius points. Offset stakes will be located along water side 5 feet outside of the street right-of-way. Prepare cut sheets and furnish same to Contractor.
 - e. Sanitary and Storm Sewer: Set offset stakes at 50 foot intervals and at manhole locations. Prepare cut sheets and furnish same to Contractor.
 - f. Water: Staking shall be provided for line work, Fire Hydrant and Blow-off location points, unique non-parallel sections, or offsite segments. Water service line locations shall be set once by setting a stake at adjacent property corner and once for meter box set at adjacent property corner. Cut sheets shall be prepared for Fire Hydrants.

STREETS AND DRAINS

1. Street excavation includes cut in the parkways, as per design plans. CPS easements shall match parkway and is included in the lot grading items.

2. Contractor will protect existing fences, concrete curbs and sidewalks during construction. Any damage will be repaired by the contractor at no extra cost to Owner.
3. The contractor must coordinate and schedule all testing required by the City of Castroville.
4. Street geotechnical material testing will be paid by the Owner. Any retesting, required due to the failure of the initial tests to meet specifications, will be at the contractor's expense.

WATER AND SEWER

1. Water and Sewer is located within City of Castroville jurisdiction. ~~A General Construction Permit is required for water and sewer improvements.~~ Warranty Assignment, Payment and Receipt Affidavit will be required. Cost of one year warranty for said contract shall be included in unit prices bid for those items.
2. Contractor shall provide Engineer with as-built plans at or before the final walk through inspection.
3. Contractor will be responsible for coordinating and scheduling all required meetings and inspections with the City of Castroville and the Engineer.
4. Water system to be restrained. Restraints are not individually measured and are considered subsidiary to bid item.

UTILITIES

1. The Contractor will be required to coordinate work with the utility companies that will be installing electric, gas, telephone and TV.
2. The Contractor is responsible for coordinating with utility companies to mark existing buried utilities that may be affected by construction. The Contractor will be responsible to repair damaged utilities due to construction.
3. Placement of sleeves for utility street crossings is located on the Utility Plat. Bid item will include all materials and installation and coordination with CPS Energy, AT&T, and Cable TV or appropriate Utility provider. Contractor shall notify Utility provider prior to street (subgrade) and/or drain construction. Sleeve placements for utility street and drain crossings are required when street and/or drain construction precedes utility installation. Quantity will be measured using horizontal length and cost is to include 90° sweeps, caps and additional vertical PVC length so that caps are exposed 6" above finished ground.
4. The Contractor shall coordinate with the Owner for placement of private conduits.

DISPOSAL OF DEBRIS

1. The contractor will be required to maintain a clean site at all times. Any and all "consumed product" waste (i.e. lunch bags, beverage containers, etc.) must be promptly disposed of in a proper manner. The site must be left clear of all excess trash and debris at all times. Failure to comply will result in a fine to be assessed per day by the Owner.

ACCESS TO ADJOINING PROPERTIES

1. Access to adjoining properties, including those in the possession of Owner, shall be strictly forbidden unless direct and explicit written permission is given by Owner.

PARKING AND MATERIAL PLACEMENT

1. The contractor shall coordinate with Owner for parking and placement of all materials and equipment.
2. Owner will not be responsible for any damaged, stolen or vandalized equipment, vehicles, materials, supplies, etc.

INVOICING

1. Any and all changes to the original construction contract shall be acknowledged and approved by Owner, Engineer, and Contractor prior to commencement of pertinent work. Any unapproved work performed which is outside of the scope and arrangement of the original contract shall be solely at Contractor's expense.
2. All monthly contract pay draws shall be submitted to Engineer for approval and verification (that all current work has been completed and is in accordance with the plans and specifications) prior to payment processing by Owner. Monthly draws shall be submitted on or following the last day of each month and shall not include work estimated to be completed but not actually completed. Contractor shall not invoice for materials on hand.
3. Contractor retainage will not be released until all applicable field acceptances are received from the respective agencies. In addition, all as-built plans, warranty assignment, payment and receipt affidavit, and acceptance checklist are also received by the Engineer.

PERMITS

1. All required Permits/~~Tree Affidavit~~ must be obtained prior to construction of any kind taking place.
2. Any construction without necessary Permits/~~Tree Affidavit~~ is at Contractor's risk.

FIELD ACCEPTANCES AND APPROVALS

1. Contractor agrees that it will, as part of the award of contract, obtain and provide to Owner all interim and final field inspection approvals, all interim and final completion approvals or certificates by governing utility and governmental authorities in writing, including Preliminary Field Acceptance upon substantial completion as well as Final Acceptance following the applicable warranty period. **The applicable warranty period for this contract shall be 18 months from field acceptance for water, sewer, streets, and drainage.** Contractor agrees to timely provide plan of record construction documents within 30 calendar days of substantial completion of the project.

SCHEDULE

1. Contractor is to begin mobilization and erosion control on or before 30 calendar days after award.
2. Contractor is to complete paving before the 150th calendar day and have final acceptance of water, sewer, streets, and drains by the 180th calendar day. The schedule should reflect this timing.

MISCELLANEOUS

1. ~~Sewer and Water GCPs will be available within 2 weeks after bid is awarded.~~

2. City of Castroville have reviewed plans.
3. ~~Site has approved Tree Plan within 30 days Bexar County Pre/Post Permit by construction start.~~
4. Contractor may propose changes to location of construction entrance but must get approval from Owner. Contractor shall remove and replace bollards, grade and clear access as necessary for construction entrance at no separate pay item. Contractor shall not use existing streets from adjacent units; any damage shall be at contractor's expense. Any damage to landscaping, sidewalk, fencing, or any other existing improvements shall be replaced at contractor's expense.

BID SUBMITTAL

1. The following must be submitted. Any item from this list not included in the bid will cause the bid to be disqualified.
 - A. Completed bid tab
 - B. Signed Instruction to Bidders form
 - C. Construction Schedule
 - D. Applicable addenda

Contractor's signature shall indicate an understanding and acceptance of all conditions set forth in these Instructions to Bidders.

By: _____

Date: _____

Bidder's Name & Address:
