



ACKNOWLEDGEMENT: _____

CONTRACTOR INITIAL: _____

OWNER INITIAL: _____

INSTRUCTIONS TO BIDDERS

Grace Valley Ranch, Phase 7

1. This is an invitation for Bidders to provide **Lennar Homes of Texas Land and Construction, Ltd.** a proposal for the construction of the **Grace Valley Ranch, Phase 7** improvements consisting of site grading, sedimentation & erosion control, street, drainage, sewer, and water improvements. This is an "open" bid. Sealed **bids** addressed to Lennar Homes of Texas Land and Construction, LTD. for Guadalupe County Municipal Utility District No. 6 will be received at the office of Cude Engineers, 4122 Pond Hill Road, Suite 101, San Antonio Texas 78231 until **2:00 PM, Local Time, December 3rd, 2025.**
2. **PROJECT REQUIREMENTS:** All work performed in connection with the job plans and specifications shall be in accordance with standard specifications for the City of Santa Clara, Green Valley Special Utility District (GVSUD), Guadalupe Valley Electric Cooperative (GVEC), Guadalupe County and Texas Department of Transportation, as applicable or otherwise indicated. The Contractor will coordinate a preconstruction meeting as necessary with local agencies prior to construction to verify all construction and material specifications, means and methods prior to construction to include the owner and engineer.
3. **QUANTITIES OF MEASUREMENT:** All quantities will be measured in the units shown on the Proposal and Contractor shall include all items of construction in the Unit Costs provided on the Proposal even though all may not be specifically shown thereon. Bidder's attention is directed to the fact that any quantities given in any portion of these Contract Documents, including the proposal, are estimated only, and that variations may be expected between the amount of completed work and the amount estimated. The estimated quantities are given for use in comparing the proposals, and to give the bidders an idea of the magnitude of the Contract.

Contractor is to perform an independent quantity take-off prior to signing the contract, to verify that the quantities given in the bid proposal are within five percent (5%) of the actual quantities required to complete the construction represented by the plans and specifications. If any quantities are found to be in error of more than five percent (5%), the Contractor shall notify the Engineer at least forty-eight (48) hours prior to submitting the bid proposal.

Bidders are required to inspect the site and to verify all quantities from the construction plans, other material supplied with bid documents as applicable and site inspections. If bidders find a discrepancy in the estimated quantity provided, bidder shall bid their estimated quantity instead. Bidders shall also add any line items to proposal, if needed, to construct the plans provided. Bidders are required to inform themselves of any field conditions that could affect the execution of the work being performed. Once bid proposals are received it will be understood that the Contractor agrees that no change order requests will be allowed to be submitted to the Owner unless a plan revision is issued.

The Contractor's signature on the contract shall imply that the Contractor accepts the proposal quantities as accurate (within 5%) and shall not make claims for payments for additional quantities unless the scope of work changes.

The Contractor is responsible to performing an existing topographic survey to verify the existing ground

surface provided by Cude Engineers in this bid. Time is of the essence, and sufficient allocation of time and resources to complete such verification prior to submittal of bid proposal is required. No change orders for dirt quantities related to existing ground will be issued after bids are received. It is the responsibility of the Contractor to verify the data provided and adjust the bid accordingly.

Contractor is to verify existing material on site used to fill the units included in this bid is acceptable to be used. No change orders will be accepted regarding the condition of the existing material used to fill.

4. **SCHEDULE:** All bidders must submit a project construction schedule for major milestone construction completion items. Bids will not be considered without a construction schedule.

- 4.1 It is the intent of the Owner to sign off on a proposal within 2 weeks of receiving bid proposals. Please have the construction schedule reflect this as the start date.
- 4.2 Approximate start date for construction is **January 5th, 2026.**
- 4.3 The schedule milestones that need to be identified include the following:
 - Mobilization
 - Rough Site Grading
 - Wet Utility Trenching and Installation
 - Conduit Installation
 - Drainage Structures – Inlets, Culverts, etc.
 - Drainage Channels
 - Subgrade, Curb & Paving
 - Completion and Field Acceptance
- 4.4 The Contractor is responsible for filing a NOI and installing all required SWPPP measures prior to starting construction.
- 4.5 GVSUD Sewer and Water approvals for Phase 7 will be provided once received.
- 4.6 Street and Drainage city and county approval for Phase 7 will be provided once received.

5. **SITE ACCESS:** Contractor shall coordinate with Developer for site access. Access to the site will not be given without consent and acknowledgment. For site access, please coordinate with Stephen Tilghman.

6. **BID ALTERNATIVES:** The Owner also requests the following alternative line items to be Bid for evaluation by the Owner. Portions of the bid alternatives may or may not be contracted and all pricing must stand on their own.

- 6.1 Dry Utility Conduit
 - Final designs from GVEC, Hotwire and CenterPoint have not been issued yet. Dry utility quantities have been added to the Add Alternate section of the Bid Form. Once all dry utility providers complete their final design, final conduit quantities will be provided.

7. **MISCELLANEOUS BID NOTES:**

- 7.1 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.

- 7.2 On all bids, the Owner reserves the right to reject a bid which, in the Owner's judgment, is "unbalanced". An "unbalanced bid" is defined as one in which a particular item or a class of items is bid at a figure sufficiently less than or higher than either general market price or Bidder's cost, so as to make the Bidder low on the overall bid but high on a significant number of other items. The Owner reserves the right to exercise judgment and reject such a bid as unqualified. If an "unbalanced bid" is accepted by the Owner and contract awarded, the Owner reserves the right to delete any or all of such items from purchases to be made or work to be done.
- 7.3 Any substitution for or when items proposed differ in any way from those specified, Bidders are required to state exactly what they intend to furnish and have approval from Engineer and Owner. Otherwise, they shall be required to furnish the items as specified.
- 7.4 No rock clauses will be accepted.
- 7.5 Conduit quantities provided are based on Engineer's estimate. Final locations and layout are subject to change pending a final design from dry utility providers.
- 7.6 Any and all changes to the original construction contract shall be approved by the Owner.
- 7.7 A non-mandatory pre-bid meeting will be conducted for this bid. This pre-bid meeting will be held on **November 17th, 2025** at 2:00 pm via Microsoft Teams. The meeting ID is 258 333 335 810 7 and the password is YV29Ak6x.
- 7.8 Contractors will be required to provide a minimum of a 2% bid bond with the submittal of the bid proposal prior to the bid opening. A payment bond and performance bond will also be required from the awarded contractor prior to the start of construction.
8. SPECIFICATIONS: The Contractor shall be responsible for following the current specifications:
- 8.1 City of Santa Clara Unified Development Code, latest edition
 - 8.2 Guadalupe County Subdivision Regulations, latest edition
 - 8.3 Green Valley Special Utility District Specifications for Water and Sanitary Sewer Construction, latest edition
 - 8.4 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition
 - 8.5 Texas Commission on Environmental Quality "Rules and Regulations for Public Water Systems."
 - 8.6 Texas Commission on Environmental Quality "Design Criteria for Sewerage Systems" Chapter 217 and "Edwards Aquifer" Chapter 213.
9. CIVIL ENGINEER RESPONSIBILITIES:
- 9.1 The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any Contractor, Subcontractor, Supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s).
 - 9.2 The engineering design of this project was performed by a representative of the Owner, referred to in these Specifications as the "Engineer" who will exercise the authority and functions of the Owner in the following respects:
 - Staking the work for construction and furnishing all necessary cut sheets.
 - Checking of shop and working drawings furnished by the Contractor.

- Consultation and advice during construction and rendering those decisions requiring interpretation of the Plans and Specifications.
- Periodic visits to the project for consultation with the Owner.
- Assist in the final inspection.
- Assist in processing of the monthly and final estimate.

9.3 Staking of requested infrastructure within 72 hours of notification by Contractor. Re-staking will be Charged to the Contractor by the Owner.

9.4 Staking Criteria

- General - The Contractor will be provided with construction stakes delineating each phase of the Project as to line and grade, appropriate benchmark information and cut sheets.
Detailed transfer of elevations, lines and grades to structures and other features of the work shall be done by the Contractor.
- Clearing Staking - CUDE will set staking for clearing of street right-of-ways, drainage right-of-ways, utility easements, drainage easements, and lot grading. Staking will consist of laths defining the centerline of streets and the limits of the non-street ROW or easements.
- Contractor's Responsibility - When horizontal control points, benchmarks, construction stakes and iron lot pins have been set, the preservation of such stakes/pins as to position, elevation and/or marking shall become the responsibility of the Contractor. Should any of the original construction stakes/pins be destroyed by the Contractor's operation, or by any other parties or means whatsoever, the replacement of such stakes/pins will be at the expense of the Contractor. Prior to beginning each phase of work, the contractor shall check for stakes/pins that have been destroyed and request re-staking before commencing work on that phase. Any re-staking requested after work has started on that phase will be charged to the Contractor. Upon completion of construction, any iron pins that have been destroyed/disturbed by the Contractor will be re-set by the Engineer at the expense of the Contractor.
- Contractor's Work Area - The Contractor shall confine all construction operations to the limits of the street right-of-way or respective easement in which work is occurring. Contractors working in easements within the client's property limits may use an area twenty-five feet (25') wide and immediately adjacent to the easement, however, clearing within the working area shall be limited to brush; no trees shall be removed. The use of any additional area for construction operations, haul road, material storage, equipment and personnel parking and vehicle traffic is expressly prohibited without written approval from the Owner and/or Engineer specifying the locations and permitted use.
- Street Staking - Construction staking shall consist of a single line of hubs at 100-foot common intervals on the water main side of the street and at 50-foot intervals on curves, PC's and PT's, on both sides of the street. All hubs shall be set at five feet (5') outside the street ROW. The line of hubs shall also be used for main water construction. In addition, the location of blow-offs and Fire hydrants will be staked on this line.
- Sanitary Sewer Staking - Construction stakes will consist of a single line of offset hubs spaced at 100-foot common intervals, at manhole locations and at

- other special features; with guard stakes showing the stationing and the offset.
- Water Staking - See Street Staking. Front property iron pins will be set after street subgrade and parkways have been graded. A wooden stake indicating the adjacent lots shall be placed at each property corner pin. These iron pins shall be used for installation of service lines and meter boxes. The Contractor is responsible for not disturbing these iron pins.
- Drain Staking - Construction stakes will consist of a single line of offset hubs spaced at 50-foot common intervals, at PI's, at beginning and end of transitions, at manhole locations and at other special features; set flush with the ground, located along one right-of-way or street line, or offset as necessary, with guard stakes showing the station and the offset. Inlets and other structures will be staked separately.
- Utility Staking - Upon receipt of the GVEC's construction design, the designated lot pins shall be set. A wooden stake indicating the adjacent lots shall be placed at each property corner pin. CPS shall utilize these pins for their construction.
- Each of these staking bullets mentioned above are to be staked in one trip to the site. Separate staking dates due to contractor request will result in additional services to be charged to the contractor by the owner. The contractor is to submit any modifications to the above-noted staking terms in writing along with the bid proposal.

9.5 Unless otherwise provided or ordered, all inspections will be performed by an authorized representative of the authorities having jurisdiction over the work, referred to in these Specifications as the "Inspector" who will exercise authority and function in the following respects:

- Review laboratory, mill and shop tests of materials and equipment for compliance with the Plans and Specifications.
- General supervision and administration of the authorized construction and review of all work performed for compliance with Plans and Specifications.
- Accept the completed work for the authority having jurisdiction over the work.
- The Inspector shall have the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Inspector shall also have the authority to reject all work and materials which do not conform to the Contract. The Contractor shall give the Inspector timely notice of the readiness for inspection of all work requiring inspection. If any underground work is performed without approval or consent of the Inspector, it shall be uncovered for inspection and properly restored at the Contractor's expense.

9.6 Cude Engineers will not inspect conduit locations and/or depths for GVEC, AT&T, Spectrum, Hotwire and Center Point infrastructure.

10. CONTRACTOR RESPONSIBILITIES:

10.1 Contractor will be responsible for coordinating and scheduling all required meetings and inspections as needed. A minimum of 72 hours' notice must be given to the Engineer for any requested site visits. Any and all costs for re-testing of sewer and water facilities due to failure to meet specifications or lack of preparedness will be paid by the Contractor.

10.2 Re-staking of stakes set by Engineer will be charged to the Contractor by the Owner.

- 10.3** The location and depths of existing utilities shown on the plans were placed on the plans from the best available information from various sources. The Contractor is required to verify the location and depth, prior to construction, of all utilities shown on the plans. The Contractor's attention is hereby specifically directed to the information regarding the existing utility structures, lines and mains which are known to exist and may be encountered within and adjacent to the limits of the work covered by this contract. The existence and location of the underground utilities indicated on the Plans are taken from the best records available and are not guaranteed but shall be investigated and verified by the Contractor before starting work. The Contractor shall be held responsible for any damage to, and for maintenance and protection of, existing utilities which cross proposed construction. The cost of temporarily relocating utilities for the convenience of the Contractor shall be paid by the Contractor. In instances where gas or water mains are exposed during the course of construction, the purveyor shall be notified prior to backfilling operations in order that protective coatings on mains may be inspected or repaired. It shall be the responsibility of the Contractor to determine the exact location of the existing utilities which cross proposed construction. It is the Contractor's responsibility to excavate bridging, if necessary, during construction, so as to maintain continuous service. It shall be his responsibility to backfill around the utility facility and to complete construction so as to leave the line firmly and securely bedded in its original position. In areas where utilities near the construction area would be damaged by soil movement, slips or cave-ins, the Contractor shall take all precautions to protect such utilities from damage and the Contractor shall be fully responsible for and shall pay for the repair of such damage without additional cost to the Owner or the purveyor.
- 10.4** It shall be the Contractor's responsibility to perform a final "site clean" after construction activity has ceased and obtained all final acceptances. The Contractor will be responsible for hauling off and disposing of all infrastructure construction related debris, regardless of origin.
- 10.5** The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water for his use for construction and domestic consumption. Any connections and piping that the Contractor deems necessary shall be installed at his expense and at locations approved by the Water Purveyor. Before final acceptance, all temporary connections and piping installed shall be removed in a manner satisfactory to the Engineer.
- 10.6** All electric current required by the Contractor shall be furnished at his own expense. All necessary meters, switches, connections and wiring shall be installed at his expense and at locations approved by the Electric Company. Before final acceptance, all meters, switches, connections and wiring installed by the Contractor shall be removed in a manner satisfactory to the Engineer.
- 10.7** Contractor shall coordinate with Owner for parking and placement of all materials and equipment. Owner will not be responsible for any damaged, stolen or vandalized equipment, vehicles, etc.
- 10.8** Only those trees designated by the Engineer will be removed by the Contractor during construction operations. The Contractor shall be required to lay out all proposed improvements and notify the Engineer prior to any tree removal necessary for the execution of work. Trees which are intended to remain, and which are damaged beyond repair or removed, shall be replaced by the Contractor at no extra cost. Trees shall be trimmed and when doing so will avoid removal or damage. Trimmed or damaged trees shall be treated and repaired by people with experience in this specialty and who are approved by the Engineer. This work is incidental to construction. (No separate pay item.) In the area where excavation or construction occurs within two feet of the canopy of a tree to be saved, the Contractor shall

saw cut the edge of the excavation. This will allow for a clean cut of the tree roots and enable the Contractor to excavate in the proximity of trees with minimal damage to the root system. Contact the Engineer if in doubt where to saw cut. This work is incidental to construction. (No separate pay item.)

- 10.9** Contractor shall notify owner/Engineer if any evidence of ground water is present during any phase of the construction process.
- 10.10** Contractor is responsible for installing and maintaining the erosion and sedimentation controls as designed and shall inspect the controls weekly (7 days) and after every significant rainfall to ensure significant disturbance to the structure has not occurred. Sediment deposited after a significant rainfall shall be removed and placed in 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. Contractor is also responsible for replacing SW3P measures if damaged during construction. Contractor must keep and maintain a copy of the Storm Water Pollution Prevention Plan (SW3P) on site and readily available for authorities.
- 10.11** Excavated material that is free of organic matter and other deleterious substances may be disposed on-site, 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 natural lows unless indicated on grading plan. Fills in lot areas required 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.
- 10.12** Contractor shall coordinate with the Owner's choice of geotechnical testing lab to schedule all geotechnical and compaction testing.
- 10.13** The Owner will pay for all geotechnical testing required for verification of conformance with the project specifications as needed for acceptances and future permitting for uses determined by the Owner. Any and all costs for re-testing due to failure to meet specifications or lack of preparedness will be paid by the Contractor.
- 10.14** Contractor will be required to coordinate work with the utility companies that will be installing electric, telephone and TV. Contractor is responsible for coordinating with utility companies to mark existing buried utilities regardless of construction plan depiction plan, error or omission that may be affected by construction. The Contractor will be responsible to repair damaged utilities due to construction. It is the sole responsibility of the contractor to identify all potential conflicts between existing and proposed facilities.
- 10.15** Contractor shall coordinate with the Owner for placement of private conduit.
- 10.16** Contractor shall be responsible for periodic sweeping of existing streets adjacent to the site to insure they are free from silt and debris. It shall be the Contractors responsibility to perform a final "site clean" after construction activity has ceased. The Contractor will be responsible for hauling off and disposing of all infrastructure construction related debris, regardless of origin.
- 10.17** Contractor agrees that it will, as part of the award of this contract, obtain and provide to Owner all interim and final field inspection approvals, all interim and final completion approvals or certificate by governing utility and governmental authorities in writing. The applicable warranty period shall follow required governmental requirements for the jurisdiction the project is located in. Contractor agrees to provide plan of record documents within 30 days of substantial completion of project.
- 10.18** Contractor shall submit a letter to the Engineer and Owner prior to acceptance of infrastructure by all jurisdictional entities, that certifies the final grading of the lots is within

0.25' of the surface file provided by the Engineer. In addition, all spot elevations shown on the grading plan must be certified that the grade is within 0.1'. The Owner reserves the right to perform an as-built topographic survey to confirm such certification at or near substantial grading completion of the project. If errors or discrepancies are found, the Contractor shall be responsible for correcting grades at their own expense. The Contractor will also be responsible for additional as-built topographic survey costs incurred by the Owner for corrections to a miss on grades.

- 10.19** Contractor is responsible for the revegetation (soil, seeding, and/or sodding to include watering) of all earthen drainage channels and disturbed areas. 85% of channel and disturbed area surfaces must have established vegetation prior to acceptance of the channel by the City of Santa Clara and Guadalupe County. Revegetation pay item to include soil, seeding, and/or sodding to include watering for the time period needed to achieve 85% vegetation.
- 10.20** Contractor to haul excess material to a future unit within the Grace Valley Subdivision. Contractor shall coordinate with owner/Engineer of location of excess material to be placed.
- 10.21** Contractor is responsible for compliance with the Texas Commission on Environmental Quality (TCEQ) Construction General Permit (CGP) TXR150000 requirements. Please review requirements at - <https://www.tceq.texas.gov/permitting/stormwater/construction>.

Responsibilities include, but are not limited to, implementation of all structural and non-structural Best Management Practices (BMPs) required by the CGP, the SWPPP for the project, or by any local rule or ordinance that applies to the project. This includes implementation of pollution prevention and housekeeping BMPs as well as the installation and maintenance of all stormwater control measures as designed and in accordance with the approved construction plans. The stormwater controls may include a temporary sediment basin that must be constructed to the approved specifications and functional before additional earth-disturbing activities continue at the project.

Lennar will develop the Storm Water Pollution Prevention Plan (SWP3) for the project in accordance with the approved plans and will provide electronic access to the SWP3 and related documents to the Contractor for review and signature. Lennar will assist the Contractor with SWP3 permitting via STEERS. The Contractor is responsible for all of their permitting fees.

Lennar will be responsible for conducting the SWP3 inspections. Contractor is responsible for completing the items listed in the SWP3 inspection report that apply to their work as soon as possible, and no later than 7-days. If an item cannot be completed within 7 days, Contractor will provide a reasonable extenuating circumstance that prevented the completion of the item. Contractor is to provide written notification of what was completed and will include the completion date.

Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited, unless managed by appropriate controls to address sediment and prevent erosion. Personnel provided by the contractor must observe and evaluate dewatering controls at a minimum of once per day on the days where dewatering discharges from the construction site occur. Observations and evaluations must be documented on forms that will be provided by Lennar and included in the SWP3.

Contractor is responsible for reestablishing vegetation or non-vegetative erosion control in accordance with the SWPPP in all disturbed areas associated with the project. Stabilization must be initiated immediately whenever soil-disturbing activities have ceased and will not begin for at least 14 calendar days. Stabilization will not be accepted until the vegetation meets a uniform (that is, evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover or other temporary erosion control measures as approved by the engineer, Lennar and MS4.

Once the project completion is accepted by Lennar, the Contractor will complete and send a copy of their TCEQ Notice of Termination to the Land Development Manager and Lennar environmental team. Lennar will provide a copy to the MS4 and track submission in the project SWP3.

- 10.22** Contractor will receive an electronic copy of the Storm Water Pollution Prevention Plan (SWP3) for review and use. Lennar will maintain the eSWP3 and will make it and associated documents readily available to authorities upon request.

Direct all questions concerning this proposal to Kyle Hudek, P.E. or Regina Barrera with M. W. Cude Engineers, LLC at (210) 681-2951, khudek@cudeengineers.com or rbarrera@cudeengineers.com.