**INSTRUCTIONS TO BIDDERS**

**OAKVIEW PRESERVE** (previously named Heritage Oaks) **UNIT 1**

1. This is an invitation for select bidders to provide a proposal for the construction of **Oakview Preserve (previously named Heritage Oaks ) Subdivision** consisting of grading, sedimentation & erosion control, street, drainage, sanitary sewer, and water improvements. This is a "closed" bid. Bids will be turned into Tony Eugenio via email at [teugenio@presidio-sa.com](mailto:teugenio@presidio-sa.com) with copy to Melissa Mahula mmahula@presidio-sa.com on or before 11am on Monday, \_\_\_\_\_\_\_\_\_, 2024.
2. This is a lump sum bid. However, bidders shall submit a unit price for each item included in the quantity sheet provided by the engineer. In addition, as long as the contractor is still mobilized, bidders agree to use unit prices in the original bid to price future change order requests.

Contractors must be an approved contractor with the City of Schertz to start work. This should be set up during the bidding phase so construction can start once a contract is awarded and signed.

1. Bidders must provide a schedule along with bid. Schedule will be taken into account in awarding of project.
2. The final page of this form must be signed and turned in with bid as acknowledgement that instruction to bidders was read, acknowledged, and agreed to by contractor prior to bid submittal.
3. The owner has the right to reject any and all bids, to waive all formalities, or to award a contract to a lowest bidder as qualified in accordance with the conditions set forth in the specifications. The owner also reserves the right to award the project to what the owner deems as the best qualified bid.
4. The successful bidder will be required to enter into a contract with the owner (Platte Development, LLC), requiring full compliance and performance of the conditions of the proposal, plans and specifications as designed by Binkley & Barfield Engineers and reviewed by the City of Schertz and or other agencies as required and agrees to commence work once contract is signed by both parties.
5. 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/she 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 by contractor with bid proposal. No profit, overhead, or other reimbursement will be paid by the owner in the event of a deletion of work. It is the bidders responsibility to verify all quantities against the plans. It is also the bidders responsibility to notify owner and engineer immediately and prior to bid submittal of any variances in excess of 5% of quantities given in the bid documents provided. Once proposals are received, it is understood that the contractor agrees with the quantities and/or specifications of the plan. Any and all variances in quantities experienced during the construction process shall be paid at the applicable unit price provided in bidders proposal.
6. Construction will conform to the following current specifications as applicable.
   1. City of Schertz "Standard Specifications for Public Works Construction" plus current amendments together with any special specifications issued by the City of Schertz.
   2. Texas Commission on Environmental Quality "Rules and Regulations for Public Water Systems"
   3. Texas Commission on Environmental Quality "Design Criteria for Sewage Systems" Chapter 317 and "Edwards Aquifer" Chapter 213
7. Portions of this proposal may be deleted. Prices for all items must stand on their own.
8. No rock 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.
9. Contractor to complete the material take off for items bid lump sum. Quantities shown on the plans are estimates only.
10. Direct all technical questions related to this proposal to Tony Eugenio 210-826-9000 or by email [teugenio@presidio-sa.com](mailto:teugenio@presidio-sa.com) with copy to Melissa Mahula [mmahula@presidio-sa.com](mailto:mmahula@presidio-sa.com) and we may contact the engineers if necessary.

## **STORM WATER POLLUTION PLAN**

1. Contractor is responsible for installing and maintaining the erosion and sedimentation controls as designed and shall inspect the controls bi-weekly and after every significant rainfall to ensure significant damage to the structure has not occurred. Sediment deposited after a 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 existing ground surface was produced using a combination of the on-the-ground field shots and aerial topography. 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 in the contractors submitted bid that are necessary to finish the project to the finished grades included in the construction documents. Contractor shall NOT stockpile any excess material on owners property without owners written approval.
   1. A tree preservation plan will accompany the bid set. Contractor is required to abide by tree plan unless owner gives direction to do so differently. Owner will hire a clearing subcontractor to clear right of way and selectively clear lots, parkways and ROW outside of street and curb.
   2. Contractor shall coordinate with the owners choice of geotechnical testing lab to schedule all geotechnical and compaction testing. Excavated material that is free of organic matter and other deleterious substances my 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 flood plain areas.

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.

* 1. Any 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.
  2. Contractor shall submit 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.
  3. Prior to any grading, contractor shall contact owner to determine if any trees in areas of fill/excavation can be saved.

**STREETS AND GRADES**

1. Street excavation includes cuts in the parkways, as per the design plans
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 the owner
3. The contractor must coordinate and schedule all testing required by the City of Schertz and Guadalupe County.
4. Street geotechnical material testing will be paid by owner. Any retesting required due to 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 Schertz jurisdiction. *A* General Construction Permit is required for water and sewer improvements. Warranty Assignment, Payment and Receipt Affidavit will be required. Cost of two year warranty for said contract shall be included in unit priced bid for those items.
2. Contractor will be responsible for coordinating and scheduling all required meetings and inspections with the City of Schertz and the engineer
3. Contractor shall provide engineer with as-built plans at or before the final walk through inspection.
4. Contractor will be responsible for any improperly compacted utility trenches. If such trenches are under the street, the contractor will be responsible for repairing the street to the satisfaction of the City of Schertz and or Guadalupe County.

## **CITY PUBLIC SERVICE AND CABLE PROVIDERS**

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 sewer and water utilities that may be affected by construction.
3. Bid Item for Street Crossings will include all materials and installation and coordination with electric and gas provider, AT&T, and Time Warner. 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 dry utility installation,
4. Contractor shall coordinate with owner for placement of private conduits.

## **PARKING AND MATERIAL PLACEMENT**

1. Contractor will coordinate with owner for parking location and for placement of all supplies/materials
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 MUST BE acknowledged and approved IN WRITING by owner prior to commencement of pertinent work. Any unapproved work performed which is outside of the scope and arrangement of the original contract shall be done at contractor’s expense.
2. All monthly contract pay draws shall be submitted to owner for approval and verification that all current work has been completed and is in accordance with the plans and specifications prior to payment. Contractor will be given an example invoice to turn in with pay app that illustrates percentage completion of each bid item. Monthly draws shall be submitted on or before the 25th of each month.
3. 10% of each pay application will be held for contractor’s retainage.

**PERMITS**

1. All required permits and tree affidavit must be obtained prior to construction of any kind taking place.
2. Any construction without necessary permits is done at contractor’s risk.

**FIELD ACCEPTANCES**

1. The warranty period for this contract shall be 24 months from the field acceptance of water, sewer, streets, and drainage.
2. At end of warranty period, contractor is responsible for coordinating walk with applicable local agencies (i.e. City of Schertz, Guadalupe County) and the owner for final "sale" of infrastructure to such local agencies. Any punchlist items required by these local agencies to take over maintenance of facilities will be contractor’s responsibility unless proven that deficiency in work was not related to construction or material defect.

**BID SUBMITTAL**

The following items are required to be submitted. Any item from this list that is not included will cause the bid to be disqualified.

1. Completed bid tab
2. Detailed construction schedule
3. Signed Instruction to Bidders form
4. Any applicable bid addenda received during bid process

Contractor Signature: \_