

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

**INVITATION TO BIDDERS
CONSTRUCTION DOCUMENTS AND
TECHNICAL SPECIFICATIONS FOR
Ruby Crossing Unit 3B**

STREETS, DRAINAGE, WATER & WASTEWATER CONSTRUCTION

BEXAR COUNTY, TEXAS

September 3, 2024

**Cude Engineers
4122 Pond Hill Rd #101
San Antonio, TX 78231
210-681-2951**

TABLE OF CONTENTS	
C0.00	CITY OF SAN ANTONIO GENERAL NOTES
C1.00	STORMWATER POLLUTION PREVENTION PLAN
C1.D1	STORMWATER POLLUTION PREVENTION PLAN STANDARD DETAILS
C2.00	SITE GRADING PLAN
C3.00	UTILITY PLAN
C4.00	SANITARY SEWER MASTER PLAN
C4.01	SANITARY SEWER PLAN & PROFILE - LINE 'J'
C4.03	SANITARY SEWER PLAN & PROFILE - LINE 'K'
C4.02	SANITARY SEWER PLAN & PROFILE - LINE 'K'
C4.04	SANITARY SEWER PLAN AND PROFILE - EXISTING LINE 'A'
C4.D1	SANITARY SEWER NOTES AND DETAILS*
C4.D2	SANITARY SEWER STANDARD DETAILS*
C5.00	WATER DISTRIBUTION MASTER PLAN
C5.D1	WATER DETAILS*
C6.00	ULTIMATE CONDITIONS MASTER DRAINAGE & GRADING PLAN
C7.00	STREET PLAN & PROFILE - AGATE RIDGE
C7.01	STREET PLAN & PROFILE - FIRESTONE
C7.02	STREET PLAN & PROFILE - JASPER STONE
C7.03	STREET PLAN & PROFILE - MORGANITE RING
C7.D1	STANDARD STREET DETAILS*
C7.D2	STANDARD STREET DETAILS*
C7.D3	STANDARD STREET DETAILS*
C7.D4	TXDOT PED-18*
C8.00	TRAFFIC & SIGNAGE PLAN
C8.D1	TXDOT & BEXAR COUNTY DETAILS - SIGN MOUNTING
C8.D2	TXDOT & BEXAR COUNTY DETAILS - SIGN MOUNTING

INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE: Bidder must read ALL Instructions. Failure to do so may result in a non-responsive Bid. Failure to do so does not release Bidder from the obligation to comply.

1. Submission of Bids

- 1.1 In accordance with the Plans and Specifications prepared by the ENGINEER, any Proposal received after the published time of the bid opening will be returned unopened.
- 1.2 The OWNER reserves the right to reject any or all Bids if the OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or other criteria established by OWNER.
- 1.3 Bids shall be submitted at the location and time indicated in the Invitation to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids which are not received by the time and at the location specified in the Bidding Documents, will be returned unopened to the Bidder.
- 1.4 By submitting a Bid, each Bidder agrees to fully and forever waive and release any claim (known or unknown) it has or may have against the OWNER, DEVELOPER, ARCHITECT and ENGINEER, and their respective attorneys, employees, consultants, representatives, agents, successors, assigns, officers, directors, and members arising under the statutes of Texas, tort, contract or otherwise; or out of or in connection with the: (i) administration, evaluation, or recommendation (or lack thereof) of any Bid; (ii) waiver of any requirements under the Bid Documents or the CONTRACT DOCUMENTS; (iii) acceptance or rejection of any bids; (iv) award of the Contract; and, (v) provision of references (positive or negative) in connection with any work performed by Bidder, and Bidder's contractors and subcontractors in connection with the Project and the CONTRACT DOCUMENTS, to which Bidder hereby consents and authorizes.
- 1.5 All work must conform to Federal, State and local governmental rules and criteria.
- 1.6 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 CUDE ENGINEERS (Engineer) and reviewed by the CITY OF SAN ANTONIO, and/or other agencies as required, and agrees to commence work within ten (10) days after notification to begin. It is the intent of the owner to start construction as soon as possible.
- 1.7 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 that may be deemed advisable.

- 1.8 The most current editions of the City of San Antonio Standard Specifications, Texas Department of Transportation Standard Specifications and San Antonio Water Systems shall be followed for all construction except as amended by the City of San Antonio.
- 1.9 Portions of this proposal may be deleted. Prices for all items must stand on their own.
- 1.10 Contractor to complete the material take-off for items bid lump sum to confirm the Engineer Quantities. Quantities shown are plan estimates only.
- 1.11 Direct all questions concerning this proposal to Kyle Hudek at khudek@cudeengineers.com with Cude Engineers at (210) 681-2951.
- 1.12 Contractor is responsible for all Texas Commission on Environmental Quality (TCEQ) Storm Water Pollution Prevention Plan (SW3P) requirements, including but not limited to setting up, installing and maintaining the erosion and sedimentation controls as designed and shall inspect the controls every two weeks 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 maintain erosion control inspection reports as required by the TCEQ and provide Owner with one complete set of all SW3P inspection reports, including updates and modifications, prior to receiving final payment for the project.
- 1.13 Contractor must keep a copy of the Storm Water Pollution Prevention Plan (SW3P) on site and readily available for authorities.
- 1.14 Clearing and/or grading for the utility easements as well as removal of on-site deleterious material and trash shall be included in the base bid cost for site clearing and grading. Contractor is to clear entire project of all underbrush and undesirable vegetation. Contact Owner for extent and sequence of lot clearing and coordination with any applicable tree ordinance.
- 1.15 Excavated material that is free of organic matter and other deleterious substances may be disposed of on-site. No fill shall be placed within the flood plain without a Flood Plain Development Permit as applicable. 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. For fills greater than one (1) foot within building pad area, a 79G Letter will be required with testing complete per eight (8) inch lift. Testing to be paid by the Owner. Contractor shall get owners approval of test lab. Contractor shall pay re-testing due to failure of density requirements. All quantities are "In-place, tight" cubic yards.
- 1.16 Excavated material placed on lots shall have positive drainage to prevent any ponding of water, and provide a minimum final grade of 1.5% in all areas with the exception of building pads which shall have a minimum final grade of 1.0%.
- 1.17 Contractor shall submit a letter to Engineer after completion of final grading of utility easements, certifying that the grades on the utility easements are completed as per the grading plan.

- 1.18 Contractor shall be responsible for disposing of all waste materials off project site including, but not limited to, excess excavation not suitable for use as lot fill, concrete, trees, and any other material which is not part of the completed contract work. No separate pay item.
- 1.19 Street excavation includes cut in the parkways, as per design plans.
- 1.20 Contractor will protect existing utilities, structures, curb, fences and sidewalk during construction. Any damage will be repaired by the Contractor at no extra cost.
- 1.21 The streets are public. The Contractor must coordinate and schedule all testing required by the City of San Antonio and/or Bexar County.
- 1.22 The Contractor will be required to coordinate work with the Utility companies that will be installing electric, telephone and TV.
- 1.23 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.
- 1.24 Contractor to notify City of San Antonio, Bexar County, CPS, AT&T, Time Warner Cable, and/or other appropriate Utility Providers prior to street (subgrade) and/or drain construction.
- 1.25 The Contractor shall coordinate with the Developer for placement of private conduit.
- 1.26 The Contractor is responsible for obtaining all final approvals and shall provide Engineer with street and grading "As-builts" at or before the final inspection. Copies of acceptance letters for such shall also be provided to Engineer, as applicable. One year warranty period shall begin at the date of the final acceptance letter as determined and provided by the City. Contractor is responsible for obtaining final approvals prior to the expiration of warranty period for City maintenance.
- 1.27 The Owner is to provide and pay for construction staking.
- 1.28 Water Tie-ins are will not be measured and are considered subsidiary to other Water Improvement items.
- 1.29 All Sanitary Sewer pipe to be SDR-26.
- 1.30 **Bid is due on or before 3:00 p.m. October 6th, 2023.** Please submit bid to Lorenzo Zamora and Richard Mott of Lennar Homes of Texas Land and Construction, LTD.

2. Copies of the Bidding Documents

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum of \$100, if any, stated in the Invitation to Bidders may be obtained from the ENGINEER's Office. Checks for the Plans and Specifications shall be made payable to Cude Engineers.
- 2.2 Copies of Bidding Documents are made available only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.3 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.4 The Bidding Documents may include reports on the geotechnical, subsurface, physical or environmental conditions which contain information used by the ENGINEER and OWNER. Neither the ENGINEER nor OWNER are responsible for accuracy or completeness of any such information or data. Bidder shall have full responsibility for interpretation of the reports and use of the information for bidding and construction purposes.

3. Bid Security

- 3.1 No bid security required.

4. Contract Documents

Contract Documents include the Agreement, Addenda, all Conditions (General, Supplementary and Special), specifications and plans, the Bid Proposal, and any written modifications.

5. Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions have the meanings assigned to them in the Standard General Conditions unless modified by the Supplementary and Special Conditions.

6. Bid Proposal Form

- 6.1 The Bid Proposal Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER.
- 6.2 All blanks on the Bid Proposal Form must be completed by printing in ink or by typewriter.
- 6.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 6.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Bids by limited partnerships must be executed by an authorized representative of the general partner on behalf of the general partner.
- 6.5 All names must be typed or printed in ink below the signature. The address (including County), telephone number, e-mail address (if available), and facsimile number for communications regarding the Bid must be shown.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Proposal Form).
- 6.7 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed, shall be provided. State Contractor license number, if any, must also be shown.

7. Interpretations and Addenda

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER. As necessary, interpretations or clarifications will be issued by Addenda mailed or delivered to all parties having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Verbal discussions and answers are not binding.
- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

8. Self Performing

As a condition of this Agreement, the CONTRACTOR is required to self perform at least 60 percent of the work (based on total contract price awarded, complete in place) with personnel directly employed by CONTRACTOR.

9. Subcontractors, Suppliers and Others

- 9.1 If the Special Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after the Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations.
- 9.2 OWNER reserves the right to reject a proposed subcontractor or supplier at its sole discretion. OWNER may request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to another Bidder meeting the Bid requirements that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. By declining to make requested substitutes, the apparent Successful Bidder will not sacrifice their Bid security.

- 9.3 No CONTRACTOR shall be required to employ any subcontractor, supplier, organization against whom CONTRACTOR has reasonable objection.

10. Examination of Contract Documents and Site

- 10.1 It is the responsibility of each Bidder before submitting a Bid:
- 10.1.1 To thoroughly examine the Contract Documents and other reports, tests, and drawings identified in the Bidding Documents and Special Conditions. Bidder is instructed to read all Bidding and Contract Documents before completing the bid form. Bidder is advised that failure to read Contract Documents, including without limitation, the General, Supplementary and Special Conditions, does not relieve Bidder from compliance with these documents.
 - 10.1.1.1 Copies of available reports, tests and drawings will be produced by OWNER for review by Bidder on request. OWNER and ENGINEER disclaim any responsibility for the accuracy, true location and extent of surface and subsurface investigations that have been prepared by others.
 - 10.1.1.2 Bidder is responsible for any interpretation or conclusion drawn from any reports, tests, and drawings, or any such data, interpretations, opinions or information, and OWNER and ENGINEER disclaim any responsibility for such interpretations by Bidders, e.g., without limitation, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.
 - 10.1.1.3 Bidder will be responsible for considering how said reports, tests and drawings may relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs performing the Work in accordance with the Contract Documents.
 - 10.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 10.1.3 To consider Federal, State and local laws and regulations that may affect cost, progress, performance or furnishing of the Work;
 - 10.1.4 To correlate Bidder's knowledge and observations of the site with the Contract Documents and such other related reports, tests and drawings;
 - 10.1.5 To promptly notify ENGINEER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 10.2 On request, OWNER may provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

11. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

12. Substitute and “Or-Equal” Items

All Bids shall be based on work, materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “or-equal” items. Although the Drawings or Specifications may state a substitute or “or-equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, Bids shall not be based on any substitutions or as equal items. ENGINEER will not consider any application for substitute or as equal until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the Standard General Conditions and may be supplemented in the Special Conditions.

13. Contract Time

The number of calendar days within which, or the dates by which, the Work is to be substantially completed and the Work is to achieve final completion are set forth in the Agreement and in the Special Conditions.

14. Economic Disincentive for Late Completion of Work

The CONTRACTOR and the OWNER agree that time is of the essence of this Contract. The CONTRACTOR and the OWNER agree that the Agreement is based on completion of the Work by CONTRACTOR in the time specified in the Agreement. CONTRACTOR and the OWNER agree that for each and every calendar day the work or any portion thereof shall remain uncompleted after the expiration of the time limit set in the Contract, or as extended under the provisions for Extension of Time in this Contract, CONTRACTOR shall be liable to OWNER for an economic disincentive in an amount specified in the Special Conditions for such calendar day. The OWNER shall have the option to deduct and withhold said amount from any monies that the OWNER owes the CONTRACTOR or to recover such amount from the CONTRACTOR or the Sureties on the CONTRACTOR's bond.

15. Modification and Withdrawal of Bids

- 15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 15.2 If, within twenty-four 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, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16. Opening of Bids

This is a closed bid.

17. Bids to Remain Subject to Acceptance

- 17.1 All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

18. Award of Contract

- 18.1 If the contract is to be awarded, it will be awarded to the Successful Bidder as evaluated by OWNER. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.
- 18.2 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. Discrepancies between words or figures will be resolved in favor of the words. In case of any ambiguity or lack of clarity in stating the prices in the Bid, OWNER reserves the right to consider the most advantageous construction thereof or reject the Bid.
- 18.3 OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids. OWNER also reserves the right to waive all irregularities and defects in the Bids and the bidding process, except time of submitting a Bid.
- 18.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the CONTRACT DOCUMENTS to OWNER's satisfaction. OWNER may require Bidders to submit bank references and financial statements in connection with bid evaluation.
- 18.5 OWNER may also consider Bidder's (or Bidder's officers', partners', directors', affiliates') (i) prior dealings with OWNER or with any entity responsible for payment to Bidder under this Contract and (ii) the amount, size, number, cost and completion-status of any projects that Bidder currently has underway (including, without limitation, projects underway with OWNER or with any entity responsible for payment to Bidder under this Contract), and the amount, nature and quality of the manpower, materials and equipment available to bidder.
- 18.6 By submitting a Bid, each Bidder agrees to fully and forever waive and release any claim (known or unknown) it has or may have against the OWNER, DEVELOPER, ARCHITECT and ENGINEER, and their respective attorneys, employees,

consultants, representatives, agents, successors, assigns, officers, directors, and members arising under the statutes of Texas, tort, contract or otherwise; or out of or in connection with the: (i) administration, evaluation, or recommendation (or lack thereof) or any BID; (ii) waiver of any requirements under the Bid Documents or the CONTRACT DOCUMENTS; (iii) acceptance or rejection of any bids; (iv) award of the Contract; and (v) provision of references (positive or negative) in connection with any work performed by Bidder, and Bidder's contractors and subcontractors in connection with the Project and the CONTRACT DOCUMENTS, to which Bidder hereby consents and authorizes.

- 18.7 If the contract is to be awarded, OWNER will give the Successful Bidder Notice of Award within ninety (90) days after the day of the Bid opening.

19. Bonds

Standard General Conditions and the Special Conditions set forth OWNER's requirements, if any, as to Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required payment and performance bonds.

20. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

21. Retainage

The amount of retainage is set forth in the Special Conditions.

22. Sales Tax

- 22.1 Applicable taxes, licenses, fees and other similar items are part of the cost of the work and it shall be CONTRACTOR's responsibility to familiarize itself with these costs and to observe and comply with the laws and regulations relating to the same. The prices, sums, rates and other charges set forth in the CONTRACTOR's bid shall cover and include all such costs.

- 22.2 The Special Conditions will indicate if OWNER is exempt from sales tax.

23. Insurance Requirements

CONTRACTOR shall maintain such insurance as specified in the Standard General, Supplementary, and Special Conditions.

24. Estimates of Quantities

Unless otherwise noted in the Special Conditions, the quantities listed in the Bid Proposal shall be considered as approximate and will be used only for comparison of Bids. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantities may be increased or decreased as provided in the Standard General Conditions without in any way invalidating the unit Bid prices.

25. Statement of Qualifications

No statement of qualifications required.

26. Prevailing Wage Rate

Minimum wage rates, if applicable to this Contract, shall be specified in the Special Conditions.

27. Civil Engineer Responsibilities:

- 27.1 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).
- 27.2 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.
- 27.3 Staking of requested infrastructure within 72 hours of notification by Contractor. Re-staking will be Charged to the Contractor by the Owner.
- 27.4 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 water main 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 CPS'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.

- 27.5 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.
- 27.6 Cude Engineers will not inspect conduit locations and/or depths for CPS, AT&T or Spectrum/Charter infrastructure.

28. Contractor Responsibilities:

- 28.1 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.
- 28.2 Re-staking of stakes set by Engineer will be charged to the Contractor by the Owner.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 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.
- 28.7 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.
- 28.8 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 persons 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.)
- 28.9 Contractor shall notify owner/Engineer if any evidence of ground water is present during any phase of the construction process.
- 28.10 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.
- 28.11 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.

- 28.12 Contractor shall coordinate with the Owner's choice of geotechnical testing lab to schedule all geotechnical and compaction testing.
- 28.13 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.
- 28.14 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.
- 28.15 Contractor shall coordinate with the Owner for placement of private conduit.
- 28.16 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.
- 28.17 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.
- 28.18 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.
- 28.19 Contractor is responsible for the hydromulch (soil, seeding, or sodding and watering) of all earthen drainage channels, detention ponds, and on-site and off-lot grading. 85% of channel surface must have established vegetation prior to acceptance of the channel by the City of San Antonio and Bexar County. Hydromulch pay item to include soil, seeding, or sodding and watering for the time period needed to achieve 85% vegetation.
- 28.20 Contractor to haul excess material to a future unit within the Ruby Crossing Subdivision. Contractor shall coordinate with owner/Engineer of location of excess material to be placed.

BID PROPOSAL

Date: _____

Bid of _____
(Legal Name of Bidder – Company)

- [] an individual proprietorship
- [] a corporation organized and existing under the laws of _____
- [] a partnership consisting of _____

- [] a joint venture
- [] other _____

FOR:

Ruby Crossing Unit 3B
STREETS, DRAINAGE, WATER & WASTEWATER CONSTRUCTION

TO:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
100 NE Loop 410, Suite 1155
San Antonio, TX 78216

PROPOSAL BIDDING SHEET

Ruby Crossing Unit 3B

STREETS, DRAINAGE, WATER & WASTEWATER CONSTRUCTION

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the **CONSTRUCTION OF RUBY CROSSING UNIT 3B, STREETS, DRAINS, WATER AND WASTEWATER UTILITIES** and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BID FORM (SCHEDULE OF VALUES)					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	EXTENDED AMOUNT
1	MOBILIZATION	1	L.S.		
2	PREPARE RIGHT-OF-WAY/CLEARING	16	AC.		
3	SITE EXCAVATION	7,407	C.Y.		
4	SITE EMBANKMENT	13,211	C.Y.		
5	HYDROMULCHING (OFF-LOT GRADING) (INCLUDES IRRIGATION TO ACHIEVE 85% ESTABLISHMENT)	3,187	SY		
6	CURB INLET GRAVEL FILTERS	68	L.F.		
7	CONCRETE WASHOUT PIT	1	EA.		
8	CONSTRUCTION EXITS (INSTALL/REMOVE)	2	EA.		
9	TEMPORARY SEDIMENT CONTROL FENCE	8,164	L.F.		
SITework SUBTOTAL					
10	REMOVE SIDEWALK	89	SY		
11	REMOVE CONCRETE CURB	90	LF		
12	REMOVE CONCRETE HEADER CURB & 6" GUARD POSTS	56	LF		
13	STREET EXCAVATION	2,815	C.Y.		
14	STREET EMBANKMENT	2,467	C.Y.		
15	FLEXIBLE BASE (9" COMPACTED DEPTH)	9,162	SY		
16	FLEXIBLE BASE (18" COMPACTED DEPTH)	2,417	SY		
17	HOT MIX ASPHALTIC PAVEMENT, TYPE D (2" COMP. DEPTH)	8,180	SY		
18	HOT MIX ASPHALTIC PAVEMENT, TYPE D (3" COMP. DEPTH)	2,205	SY		

19	CONCRETE CURB	6,887	LF		
20	ADA CURB RAMPS (DEVELOPER RESPONSIBILITY)	15	EA		
21	CONCRETE SIDEWALKS (DEVELOPER RESPONSIBILITY)	110	SY		
22	9" STREET NAME, BLOCK NUMBERS (HIGH INTENSITY) (VARIESX9")	10	EA		
23	R1-1 STOP (30") (HIGH INTENSITY)	4	EA		
24	BLUE PAVEMENT MARKER (TYPE II-B-B)	7	EA		
25	W11-2 PED CROSSING (30" X 30") (HIGH INTENSITY)	2	EA		
26	W16-7P DIAGONAL ARROW SIGN	2	EA		
27	RELOCATE FLASHING SPEED LIMIT SIGN	1	L.S.		
28	REMOVE EXISTING STRIPING	1	L.S.		
STREET SUBTOTAL					
29	TRENCH EXCAVATION SAFETY PROTECTION	2,527	LF		
30	8" PVC SANITARY SEWERLINE (8'-10')	2,199	LF		
31	8" PVC SANITARY SEWER LINE (10' - 12')	328	LF		
32	SANITARY SEWER DROP MANHOLE	1	EA		
33	SANITARY SEWER MANHOLE	9	EA		
34	EXISTING MANHOLE TIE-IN	1	EA		
35	RECONSTRUCT EXISTING SEWER MANHOLE TOP	3	EA		
36	EXTRA DEPTH MANHOLES (>6')	32	VF		
37	SANITARY SEWER LATERALS	5,192	LF		
38	VERTICAL STACKS	95	VF		
39	SEWER MAIN TELEVISION INSPECTION	2,527	LF		
SANITARY SEWER SUBTOTAL					

40	8" C-909 PC 235 PVC PIPE	2,592	LF		
41	8" GATE VALVE & BOX, COMPLETE	6	EA		
42	12" GATE VALVE & BOX, COMPLETE	4	EA		
43	STANDARD F.H. COMPLETE W/ VALVE	6	EA		
44	2" TEMPORARY BLOWOFF	3	EA		
45	CAST IRON FITTINGS	1.75	TON		
46	3/4" WATER SERVICE - LONG	66	EA		
47	3/4" WATER SERVICE - SHORT	65	EA		
48	3/4" IRRIGATION SERVICE - SHORT	1	EA		
49	METER BOXES	132	EA		
50	DISINFECTION & HYDROSTATIC TESTING	1	EA		
51	TRENCH EXCAVATION PROTECTION	2,592	LF		
52	ADJUST FIRE HYDRANT	1	EA		
53	ADJUST 6" VALVE BOX	2	EA		
54	WATER MAIN TIE-IN	3	EA		
WATER SUBTOTAL					
55	CONDUIT SECONDARY CROSSING, 2~6" SCH. 80 CPS ELEC. & GAS, 1~4" SCH. 40 AT&T, 1~4" SCH. 40 SPECTRUM ***INCLUDES SWEEPS & CAPS	1,550	LF		
56	CONDUIT PRIMARY CROSSING, 3~6" SCH. 80 CPS ELEC. & GAS, 1~4" SCH. 40 AT&T, 1~4" SCH. 40 SPECTRUM ***INCLUDES SWEEPS & CAPS	240	LF		
57	2-4" SCH. 40 PVC CONDUIT (IRRIGATION)	65	LF		
58	1-4" SCH. 80 PVC CONDUIT (CENTRIC GAS)	240	LF		
59	1-6" SCH. 80 PVC CONDUIT (CENTRIC GAS)	60	LF		

CONDUIT SUBTOTAL					
<u>TOTAL BID AMOUNT</u>					
TOTAL BID AMOUNT					
ADD ALTERNATE ITEMS (ONLY TO BE USED WITH PRIOR OWNER APPROVAL)					
60	LIME TREATED SUBGRADE (6 INCHES COMPACTED DEPTH) (22 LBS/SY)	11,579	SY		
61	LIME	128	TON		
62	HYDROMULCHING (RESIDENTIAL LOTS) (INCLUDES IRRIGATION TO ACHIEVE 85% ESTABLISHMENT)	55,130	SY		
ADD ALTERNATE SUBTOTAL					

Ruby Crossing Unit 3B

STREETS, DRAINAGE, WATER & WASTEWATER CONSTRUCTION

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

ADDENDUM NO. 1 _____
Signature Date

ADDENDUM NO. 2 _____
Signature Date

ADDENDUM NO. 3 _____
Signature Date

ADDENDUM NO. 4 _____
Signature Date

ADDENDUM NO. 5 _____
Signature Date

ADDENDUM NO. 6 _____
Signature Date