



# **INVITATION FOR BIDS (IFB)**

**No. PCCD-21-LPCW23Repair-01**

**December 3, 2020**

**STRUCTURAL REPAIR  
of  
Lower Plum Creek Watershed  
Floodwater Retarding Structure Site 23  
Caldwell County, Texas**

**Contracting Local Organization  
Plum Creek Conservation District  
Lockhart, Texas**

**Sponsors  
Caldwell-Travis Soil and Water Conservation District  
Hays County Soil and Water Conservation District  
Plum Creek Conservation District**

**In cooperation with:**

**Texas State Soil and Water Conservation Board**

**PLAN HOLDER REGISTRATION FORM / TERMS & CONDITIONS**

**Invitation for Bids (IFB) No. PCCD-21-LPCW23Repair-01**

**Lower Plum Creek Watershed, Floodwater Retarding Structure Site 23 – STRUCTURAL REPAIR**

It is the responsibility of all persons who download bid documents to REGISTER as a Plan Holder with the Plum Creek Conservation District (PCCD). Registered Plan Holders will be advised via email or other means of all IFB Amendments that are issued, and all Amendments will be available for downloading at the Plum Creek Conservation District website: <http://pccd.org> (**Job Bids tab**). A bidder's failure to acknowledge receipt of an IFB Amendment (see IFB PART I, Subpart B, Instructions to Bidders) may result in rejection of the sealed bid.

**TO REGISTER**, please fill out information below (all fields are mandatory) and submit form via:

FAX to 512-398-7776 (Attention: Daniel Meyer, PCCD Executive Manager)

-- or --

Scan and EMAIL completed form to **both** of the following email addresses:

daniel.meyer@pccd.org

jamaynard1@msn.com

SIGNATURE (Contact Person listed below): \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bid documents for this project may be downloaded from this site, for bidding purposes only, if the User agrees, without exception, to the following terms and conditions:

The User agrees that electronic media documents downloaded from this site are for their use in preparation of their bid and are offered as a convenience to the User. Use of these materials for any other purpose shall be without liability to Plum Creek Conservation District and their consultants. The User acknowledges and agrees that Plum Creek Conservation District's instruments of service are the printed hard copy (as amended) of the Invitation for Bids issued for the respective project as available for viewing at the Plum Creek Conservation District office. In the event of a conflict in their contents, the printed hard copy shall take precedence over the electronic media. Plum Creek Conservation District's electronic media are furnished without guarantee of compatibility with the bidder's software or hardware. It is the User's responsibility to determine/evaluate the capability of their equipment to provide documents that are accurate for size, scale, and content.

If the User elects to only download partial information (selected sheets of the drawings or pages of the specifications), they shall be responsible to obtain all pertinent bidding information to adequately and accurately prepare their bid proposal. The User is responsible to include in their proposal all of the Required Bid Information as specified in IFB PART I, Subpart B, Instruction to Bidders #3.

The User agrees to indemnify, defend and hold harmless the Plum Creek Conservation District, their consultants and the officers and employees and any of them from and against any and all claims, suits, losses, damages or costs, including attorney's fees, arising from or by reason of the User's use of these electronic media documents.

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**PART I – GENERAL PROVISIONS**  
**SUBPART A**

**NOTICE TO BIDDERS**

Sealed bids for furnishing all labor, material and equipment and performing all work required for structural repair of Lower Plum Creek Watershed, Floodwater-Retarding Structure Site 23 will be received until **1:00 p.m. local time, Thursday, December 17, 2020**, at Plum Creek Conservation District (PCCD) office, 1101 West San Antonio Street, Lockhart, TX 78644, or may be mailed to this address. Promptly after 1:00 p.m. all bids received will be publicly opened.

Bids must be addressed to the attention of Daniel Meyer, PCCD Executive Manager, and mailed (or hand carried) to the above address in a sealed envelope (placed inside the mailing envelope, if any) labeled as follows:

- (1) IFB No. PCCD-21-LPCW23Repair-01
- (2) Bid Opening Date / Time: December 17, 2020 – 1:00 P.M.
- (3) Name and Address of Bidder

There will be a **pre-bid conference** beginning at 10:00 a.m. Wednesday, December 9, 2020, to be held at PCCD office, 1101 West San Antonio Street, Lockhart, Texas. The conference will be followed by a site showing of the project site. Attendance is not mandatory. However, prospective bidders are HIGHLY ENCOURAGED to attend the conference and site showing.

All bids require a bid guarantee in the amount of not less than five percent (5%) of the total bid. Requirements are outlined in PART I, Subpart B, Instructions to Bidders. The successful bidder will be required to submit payment and performance bonds within 5 (five) workdays after receipt of Notice of Award per PART III, Supplemental Conditions, Article 13.

ESTIMATED PRICE RANGE: Between \$100,000 and \$250,000

Plum Creek Conservation District reserves the right to reject any and all bids. Bids providing less than 30 calendar days for acceptance will not be considered and will be rejected. Telegraphic or facsimile (Fax) bids, modifications, or withdrawals are not authorized.

Plum Creek Conservation District is the Contracting Local Organization (CLO) responsible for soliciting and awarding a local contract for this project. The contract is receiving State funding from the Texas State Soil and Water Conservation Board.

**COVID-19 Alert:** PCCD may make every attempt to hold Pre-bid Conference and Bid Opening outdoors. If an activity must be held indoors, anyone entering the PCCD office building is encouraged to follow guidelines of the CDC for social distancing to the extent possible, face masks, and personal hygiene, and by entering, represent to PCCD that they are aware of CDC recommendations to avoid the spread of the Virus and, to the extent possible, are compliant with the recommendations; that they are not having symptoms of the Virus as described by the CDC and/or the Texas Department of State Health Services; and have not knowingly been in contact with others who have such symptoms.

PLUM CREEK CONSERVATION DISTRICT

**PART I – GENERAL PROVISIONS  
SUBPART B**

**INSTRUCTIONS TO BIDDERS**

1. **Submission of Bids / Bid Opening:** Bids in response to this Invitation for Bids (IFB) must be sealed, marked and addressed as directed in the Notice to Bidders. Failure to do so may result in a premature opening of, or a failure to open, such bid. Bids will be publicly opened at the time set for opening in the Notice to Bidders. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.
2. **Conditions Affecting the Work:** Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Contracting Local Organization will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

NO digging or taking of core samples will be allowed. Persons visiting the site are asked to take due care to ensure the existing site conditions are not disturbed.

***Appointment Required to Visit the Project Site:*** Please contact Daniel Meyer, PCCD Executive Manager (phone 512-398-2383) to make an appointment for an authorized person to accompany you to the project site. No unescorted visits to the site are allowed.

3. **Required Bid Information:** Forms which must be included in a bid are:
  - (a) Exhibit A: Offer with appropriate 5% BID GUARANTEE.
  - (b) Exhibit B: Bid Schedule.
  - (c) Exhibit C: References.
  - (d) Exhibit D: Bid Bond form.  
If a bid bond is submitted as the required bid guarantee, it must be executed on this form and in conformance with other requirements in these Instructions to Bidders.
  - (e) Exhibit E: Bidder Certifications.  
Bidder must complete all applicable certifications and include in his/her bid.
4. **Preparation of Bid:** The bidder must submit his/her offer IN DUPLICATE (original plus one copy) on the forms furnished in this IFB, and the bid must be manually signed by a person or persons with authority to legally bind the individual, firm or corporation. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Facsimile (Fax) and telegraphic bids, modifications, or withdrawals will not be considered.

No bid will be considered unless all items in the bid schedule are priced. In case of error in the extension of price, the unit price shall govern. For other than bid items with a lump-sum "unit," the quantities listed in the bid schedule on which unit prices are requested are estimates only. Unless called for, alternate bids will not be considered.

Estimated Price Range: Between \$100,000 and \$250,000

Exemption from State, County, and Municipal Sales and Use Taxes. See Part II – General Conditions, Article 29 (Federal, State, and Local Taxes), paragraph (b). ***Bidders are entitled to EXCLUDE exempt taxes in their bid prices.*** Bidder is solely responsible to determine what tangible personal property and taxable services are eligible for exemption from these taxes.

Electronic Invitation for Bid (IFB) Documents. The IFB documents and IFB Amendments are available to interested parties electronically only, and no printed copies will be distributed. The Plum Creek Conservation District's instruments of service are the printed hard copy of the IFB (as amended) available for viewing at the Plum Creek Conservation District office. In the event of a conflict in their contents, the printed hard copy (as amended) shall take precedence over the electronic media. Plum Creek Conservation District's electronic media are furnished without guarantee of compatibility with the bidder's software or hardware. It is the user's responsibility to determine/evaluate the capability of their equipment to provide documents that are accurate for size, scale, and content. If an alteration of any kind to the CLO's printed hard copy IFB (as amended) is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation. Website to obtain documents (Adobe PDF format) is:

**[www.pccd.org](http://www.pccd.org)**

Click on Job Bids tab; then on IFB No. PCCD-21-LPCW23Repair-01,  
Lower Plum Creek Structural Repair – Site 23

5. **Submission of Offer in English Language/U.S. Currency:** Offers shall be in the English language and in terms of U. S. dollars or will be rejected.
  
6. **Explanation to Bidders / Inquiries:** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed (**by noon on December 11, 2020**) for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment to the invitation for bids, drawings, specifications, etc., and each Amendment will be available electronically. The CLO will make a reasonable attempt to advise (via email or other method) all prospective bidders who have registered as a bid documents holder or that may otherwise be known to have received a copy of the bid documents when an IFB Amendment is available electronically. However, it is the bidder's responsibility to check the electronic bid documents website for any changes or additions to the documents originally posted. Receipt of all amendments must be acknowledged by the bidder in the space provided on the bid forms (PART I, Subpart C, Exhibit A, Offer) or by letter received before the time set for opening of bids (electronic, Fax, and telegraphic acknowledgements will not be accepted). All amendments will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be mailed, hand delivered, or sent via facsimile machine or email (telegraphic inquiries will not be accepted) to:  

Daniel Meyer, Executive Manager, Plum Creek Conservation  
District, 1101 West San Antonio Street, Lockhart, TX 78644  
FAX #: 512-398-7776                      EMAIL: **[daniel.meyer@pccd.org](mailto:daniel.meyer@pccd.org)**

"Facsimile," as used in this section means a written inquiry or request for explanation that is transmitted to and received by the Contracting Local Organization (CLO) via electronic equipment that communicates and reproduces both printed and handwritten material. Facsimile receiving data and compatibility characteristics are as follows: (a) Telephone number of receiving facsimile equipment: **512-398-7776**. (b) If you choose to transmit a facsimile inquiry, the CLO will not be responsible for any failure attributable to the transmission or receipt of the facsimile inquiry including, but not limited to, the following: (1) Receipt of garbled or incomplete inquiry. (2) Availability or condition of the receiving facsimile equipment. (3) Incompatibility between the sending and receiving equipment. (4) Delay in transmission or receipt of the inquiry. (5) Failure of the sender to properly identify the inquiry. (6) Illegibility of the inquiry.

7. **Bid Guarantee:** As a good faith deposit to ensure execution of a contract, each offer must be accompanied by a bid guarantee in the form of a certified or cashier's check (on a responsible bank in Texas) or bid bond, in the amount of not less than five percent (5%) of the total bid. Bid guarantee is to be made payable to: PLUM CREEK CONSERVATION DISTRICT. Bid guarantees, other than bid bonds, will be returned (a) to all bidders (except the three most qualified) within 3 days of the bid opening, and (b) to the three most qualified bidders upon execution by the most qualified bidder of such

further contractual documents and bonds as may be required by the bid as accepted. When a bid guarantee is required, failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

Should the bidder to whom the contract is awarded fail or refuse to enter into a proper contract with the CLO, or fail or refuse to furnish the payment and performance bonds required by PART III, Article 5, or fail or refuse to provide additional Post-Award Information required by PART III, Article 4, within the time specified, the bidder forfeits the bid guarantee, and/or the CLO may pursue any other action allowed by law.

8. **Bid Bond Requirements:** Bond must be executed on the form provided (PART I, Subpart C. Exhibit D) by a corporate surety authorized and admitted to write surety bonds in the State of Texas. The surety must (i) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (ii) have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is an authorized reinsurer in the State of Texas or is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. U.S. Treasury Department Circular 570 is published in the *Federal Register* and lists Treasury approved surety companies and their underwriting limitations. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The original and one copy of bid bond shall be submitted with the bid.
9. **Late Submissions, Modifications, and Withdrawals of Bids:**
  - (a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the bidder unopened.
  - (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.
  - (c) The only acceptable evidence to establish the time of receipt at the Contracting Local Organization installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
  - (d) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Contracting Local Organization will be considered at any time it is received and may be accepted.
  - (e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
  - (f) If an emergency or unanticipated event interrupts normal Contracting Local Organization processes so as to cause postponement of the scheduled bid opening, and urgent Contracting Local Organization requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Contracting Local Organization processes resume.
10. **Tie Bid:** In the event of receipt of two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the Contracting Local Organization shall enter into a contract with only one of those bidders and must reject all other bids. The bidder shall be selected by the casting of lots in a manner prescribed by the Contracting Local Organization. All qualified bidders or their legal representatives may be present at the casting of lots. This provision does not prohibit the Contracting Local Organization from rejecting all bids.
11. **Qualification of Low Bidder:**
  - (a) After the low bidder has been determined, the next step is to consider the bidder's qualifications to perform the proposed contract. The award of a contract to a bidder solely on the basis of the

lowest price is not the policy of the Contracting Local Organization. The ability to obtain bonds does not necessarily qualify a bidder for award.

- (b) A contract may be awarded only after it has been determined that the bidder is qualified to perform the contract. Qualification reviews will be made of all pertinent factors including: financial resources or ability to obtain them; present or impending work commitments; record of past performance on comparable projects; business ethics and integrity; eligibility to receive an award under applicable laws and regulations; the necessary organization, experience, operational controls and technical skills or the ability to obtain them; and the necessary equipment or ability to obtain it, as may be needed to prosecute the work in an expeditious, safe and satisfactory manner.
- (c) If the bidder does not have adequate equipment but plans to obtain it after contract award, a firm commitment in writing from the suppliers must be furnished to the Contracting Local Organization. Also, if the bidder proposes to subcontract part of the work, they must provide information needed for the Contracting Local Organization's evaluation of the subcontractor's capability.
- (d) Before disqualifying the low bidder, the Contracting Local Organization will inform the bidder of the reason for the proposed disqualification.

12. **Disqualification of Bidders:** Listed are some of the causes which may be considered as sufficient for the disqualification of a bidder and the rejection of his/her offer:

- (a) Failure to conform to the essential requirements of the invitation for bids (e.g., incomplete offer) will result in rejection of the bid.
- (b) Bids from parties who are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or from party presently on the State of Texas debarred vendor list maintained by the Texas Comptroller of Public Accounts, will be rejected. [See certification in PART I, Subpart C, Exhibit E, Section G.]
- (c) More than one offer for the same work from the same individual, firm, partnership or corporation.
- (d) Qualifying statements or accompanying qualifying letters that modify requirements or limit the bidder's liability will be cause for rejection of bid.
- (e) Evidence of collusion among bidders.
- (f) Poor performance in the execution of work under previous contracts, as determined by the Contracting Local Organization.
- (g) Being in arrears on existing contracts, in litigation with the Contracting Local Organization, or having defaulted on a previous contract.
- (h) Lack of comparable project experience.
- (i) The bid is materially unbalanced. I.e., a bid based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is reasonable doubt that the bid will result in the lowest overall cost to the Contracting Local Organization even though it may be the low evaluated bid.

13. **Submission of Post-award Information:** Within five (5) workdays after receipt of Notice of Award, Contractor will be required to submit post-award information as specified in PART III, Supplemental Conditions, Article 4.

14. **Award of Contract:** Award of contract will be made to that responsible bidder whose bid, conforming to the invitation for bids (IFB), is most advantageous to the Contracting Local Organization, price and other factors considered. The Contracting Local Organization may, when in its interest, reject any or all bids or waive informalities or minor irregularities in bids received. Only one contract will be awarded and the award will be based on the total bid, corrected if necessary, for errors in price extensions and/or addition.



A response to an IFB is an offer to contract with the Contracting Local Organization based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until a signed Notice of Award (NOA) is issued by the Contracting Local Organization.

Award of Contract to Nonresident Bidder. In accordance with Texas Government Code 2252.002, PCCD may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

15. **Officials Not to Benefit:** Any contract to be awarded as a result of this solicitation will not be awarded to any official of the Texas State Soil and Water Conservation Board, Plum Creek Conservation District, Hays County Soil and Water Conservation District (SWCD), or Caldwell-Travis SWCD, (all in the State of Texas), or to any firm in which any official or any member of such official's immediate family of these entities has direct or indirect interest in the pecuniary profits or contracts of such firms.
16. **Execution of Contract and Submission of Post-award Information:** The contract will include items outlined in PART I, Subpart D, Contract Agreement, Article IV. Within five (5) workdays after receipt of Notice of Award of the contract, the successful bidder shall execute the contract agreement and furnish the Contracting Local Organization with required post-award information as outlined in PART III, Supplemental Conditions, Article 4.
17. **Approval of Contract:** The contract will be approved and signed by the Plum Creek Conservation District President. The contract will not be binding upon the Contracting Local Organization until it has been executed by Plum Creek Conservation District and delivered to the Contractor.
18. **Specifications:** Specifications referred to but not included shall include all revisions and amendments in effect on the date of issuance of the IFB.
19. **Beginning of Work:** The Contractor shall commence work within ten (10) calendar days after receipt of a written Notice to Proceed as issued by the Contracting Officer and shall complete the work within 68 (sixty-eight) calendar days after receipt of the notice. Contractor shall not commence any work prior to issuance of the Notice to Proceed.
20. **Records:** Records listed below may be reviewed by interested parties at Plum Creek Conservation District, 1101 West San Antonio Street, Lockhart, Texas, by contacting Daniel Meyer or Karen Bassett (512-398-2383). Records may be viewed 8:00 a.m. to 5:00 p.m. (closed noon to 1:00 p.m.), Monday through Friday.

Complete official printed copy of IFB No. PCCD-21-LPCW23Repair-01 bid package, including 22" x 34" set of Drawing No. TX-EN-0786.

Engineering documents for viewing (also available on PCCD website):

- As-Built Plans, Site 23, Drawing No. 4-E-30,337 (17 total sheets)

## **PART I – GENERAL PROVISIONS**

### **SUBPART C**

## **BID FORMS**

### **Exhibits A through E**

**EXHIBIT A**

**OFFER**

Enclosed with this offer (Exhibits A through E) is a bid guarantee (bid bond or cashier's or certified check payable to PLUM CREEK CONSERVATION DISTRICT) in the amount of \$\_\_\_\_\_. It is agreed that in the event this offer is accepted by the Contracting Local Organization (CLO) and the undersigned bidder fails to execute a contract and submit required post-award information within five (5) workdays after receipt of Notice of Award of contract to him/her, the bidder forfeits the bid guarantee and the CLO may pursue any other action allowed by law. If this offer is accepted, the undersigned bidder agrees to execute a contract and submit required post-award information per contract terms, and also agrees to commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and to complete the entire works awarded under IFB No. PCCD-21-LPCW23Repair-01 within sixty-eight (68) calendar days commencing the day after Contractor receives written Notice to Proceed.

The undersigned acknowledges receipt of the following amendments:

- Amendment No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_
- Amendment No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_
- Amendment No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_
- Amendment No. 4 dated \_\_\_\_\_ Received \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary,  
If Contractor is a Corporation

(SEAL)

**EXHIBIT B**

**BID SCHEDULE (Cover Sheet)**

The undersigned, in compliance with Invitation for Bids No. PCCD-21-PCW23Repair-01 for Lower Plum Creek Watershed, Floodwater Retarding Structure (FRS) Site 23 Structural Repair, Caldwell County, Texas, having examined the plans, specifications and bidding documents, the site of the proposed work, and being familiar with all the conditions surrounding performance of the proposed project; agrees to furnish all labor, material and equipment and perform all work required in accordance with the plans, specifications and contract documents for the prices below, if this offer is accepted by the Contracting Local Organization within \_\_\_\_\_ calendar days after the date bids are due. *[Note: Failure to insert a number means the bidder accepts the minimum thirty (30) calendar days as required in Notice to Bidders.]*

**Award Restriction**

One award for the aggregate for all bid items will be made under this solicitation.

For other than bid items with a lump-sum "unit," the quantities listed in the bid schedule on which unit prices are requested are estimates only.

**-- Bidders are entitled to EXCLUDE exempt taxes in their bid prices --**

[See PART I, Subpart B, Instructions to Bidders #4]

<p><b>TOTAL BID PRICE Lower PCW Site 23 Structural Repair:</b></p> <p><b>In FIGURES:</b>                  \$ _____</p> <p><b>In WORDS:</b> _____ <b>Dollars</b>                  and _____ <b>Cents</b></p> <p>NOTE: AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES.                  IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.</p>
--

**Bidder's Name/Title (type or print):** \_\_\_\_\_

**Bidder's Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B (continued)**

**BID SCHEDULE (Sheet 1 of 1)**

**LOWER PLUM CREEK WATERSHED  
SITE 23 Structural Repair  
Caldwell County, Texas**

<b>Item No.</b>	<b>Work or Material</b>	<b>Const Spec. No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Structure Removal, 6" Drainpipe and Fence	3	1 Job	Lump Sum	\$ xxxxxxxx	\$ _____
2	Pollution Control	5	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____
3	Construction Surveys	7	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____
4	Mobilization and Demobilization	8	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____
5	Removal of Water	11	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____
6	Ductile-Iron Pipe	53	20	Lin. Ft.	\$ _____	\$ _____
7	Rock Riprap	61	1,159	Tons	\$ _____	\$ _____
8	Contractor Quality Control	94	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____
9	Site Preparation	420	1 Job	Lump Sum	\$ xxxxxxxxx	\$ _____

**Total Bid (Site 23 Structural Repair)..... \$ \_\_\_\_\_**

NOTE: Also enter amount of Total Bid in figures and words on Exhibit B, page GP-9 of 20.

**---- END OF BID SCHEDULE ----**

## EXHIBIT C

### REFERENCES

Bidder in accordance with PART I, Subpart B, Instructions to Bidders, Section 3(c) References, shall list below up to five (5) recent projects upon which he/she has performed work similar to that specified herein. All lines for each reference shall be filled in completely with up-to-date information. Any omissions to this form, discrepancies in reference, or unverifiable information may be grounds for disqualification of the bidder.

1. Project Name: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Total Contract Cost: \$ \_\_\_\_\_  
 Location: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone Number:(\_\_\_\_\_) \_\_\_\_\_
  
2. Project Name: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Total Contract Cost: \$ \_\_\_\_\_  
 Location: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone Number:(\_\_\_\_\_) \_\_\_\_\_
  
3. Project Name: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Total Contract Cost: \$ \_\_\_\_\_  
 Location: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone Number:(\_\_\_\_\_) \_\_\_\_\_

**EXHIBIT C (continued)**

4. Project Name: \_\_\_\_\_  
Owner: \_\_\_\_\_ Total Contract Cost: \$ \_\_\_\_\_  
Location: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number:(\_\_\_\_) \_\_\_\_\_

5. Project Name: \_\_\_\_\_  
Owner: \_\_\_\_\_ Total Contract Cost: \$ \_\_\_\_\_  
Location: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_ Phone Number:(\_\_\_\_) \_\_\_\_\_

# **EXHIBIT D**

## **BID BOND Form**

**A BLANK BID BOND FORM (2  
pages) IS INSERTED AFTER THIS  
PAGE FOR USE OF BIDDERS IN  
PREPARATION OF BID.**



<b>BID BOND</b> (See Instructions on Reverse)					Date Bond Executed (Must not be later than bid opening date)	
Principal (Legal name and business address)					Type of Organization (“X” one)	
					<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Corporation	
					State of Incorporation	
Surety(ies) (Name and business address)						
Penal Sum of Bond					Bid Identification	
Percent Of Bid Price	Amount Not to Exceed				Bid Date	Invitation No. <b>PCCD-21-LPCW23Repair-01</b>
	Million(s)	Thousand(s)	Hundred(s)	Cents	For: Construction	
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to <b>Plum Creek Conservations District, Lockhart, Texas</b>, hereinafter called the Contracting Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.</p> <p>NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his/her bid identified above, within the period specified therein for acceptance (30 days), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (5 workdays after receipt of the forms by him/her), or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his/her bid, then the above obligation shall be void and of no effect.</p> <p>Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>						
Principal						
Signature(s)	1.			2.		
	(Seal)			(Seal)		
Name(s) & Title(s) [typed]	1.			2.		

CORPORATE SURETY(IES)				
SURETY A	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1.  (Seal)	2.  (Seal)	
	Name(s) & Title(s) [typed]	1.	2.	
SURETY B	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1.  (Seal)	2.  (Seal)	
	Name(s) & Title(s) [typed]	1.	2.	
SURETY C	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1.  (Seal)	2.  (Seal)	
	Name(s) & Title(s) [typed]	1.	2.	
SURETY D	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1.  (Seal)	2.  (Seal)	
	Name(s) & Title(s) [typed]	1.	2.	
SURETY E	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1.  (Seal)	2.  (Seal)	
	Name(s) & Title(s) [typed]	1.	2.	

### INSTRUCTIONS

- (1) The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his/her authority must be furnished.
- (2) The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 5% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
- (3) The name of each person signing this bid bond should be typed in the space provided.
- (4) The person signing the bond for the surety must submit evidence of his/her authority to act for the surety.
- (5) The corporate surety must be approved by the state in which the services or supplies are to be delivered or in which construction is to be performed and must be among those appearing on the U.S. Treasury Department's list of approved sureties.

**EXHIBIT E**

**BIDDER CERTIFICATIONS**

By submission of this bid, bidder certifies to all Sections in this Exhibit E.

Bidder should **circle appropriate answers** in Sections **A, B, and C**, and fill in blank in Section **E**.

**SECTION A: Texas Franchise Tax Certification**

Bidder [ **IS / IS NOT** ] currently delinquent in the payment of any franchise tax owed to the State of Texas, or is exempt from, or not subject to, such tax.

**SECTION B: Texas Resident/Nonresident Bidder Certification**

Bidder [ **IS / IS NOT** ] a Texas resident bidder as defined below.

DEFINITIONS: Per State of Texas House Bill 620.

“Nonresident bidder” means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

“Texas resident bidder” means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**SECTION C: Authority to Transact Business in Texas Certificate**

Complete ONLY if you are a Texas nonresident bidder.

- (1) Texas nonresident bidder [ **IS / IS NOT** ] a corporation, limited partnership, or limited liability company. *If answer is “IS NOT”, do not complete C(2) and C(3) below.*
- (2) Bidder [ **HAS / HAS NOT** ] obtained a Certificate of Authority through the Texas Secretary of State to transact business in Texas. **Attach a copy of Certificate to bid if available.**
- (3) If response to C(2) is “HAS NOT”, bidder agrees to present a current Certificate of Authority to the Contracting Local Organization by date post-award information is due: [ **YES / NO** ]

**SECTION D: Officials Not to Benefit:** Bidder certifies that its firm is not an official of the Texas State Soil and Water Conservation Board, Plum Creek Conservation District, Hays County Soil and Water Conservation District (SWCD), or Caldwell-Travis SWCD, (all in the State of Texas), or a firm in which any official or any member of such official’s immediate family of these entities has direct or indirect interest in the pecuniary profits or contracts of its firm.

**SECTION E: Bonding:** Per Texas Administrative Code Rule 293.63(5), bidder must submit, along with the bid, the name of the person, firm, or corporation that will execute payment and performance bonds as required in PART III, Article 13: **List information below:**

\_\_\_\_\_  
\_\_\_\_\_

**SECTION F: Excluded Parties / Foreign Terrorist Organizations.** Bidder certifies that it is not listed on the Federal government's terrorism watch list as described in Executive Order 13224. Bidder also represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**SECTION G.** Bidder hereby certifies he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and is not presently on the State of Texas debarred vendor list maintained by the Texas Comptroller of Public Accounts.

**SECTION H: E-Verify.** Contractor certifies and ensures that it utilizes and will continue to utilize the U.S. Department of Homeland Security E-Verify system to determine the eligibility of all persons and subcontractors performing duties within Texas during the term of the contract.

**SECTION I: Israel Boycott.** Bidder represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, bidder does not boycott Israel and will not boycott Israel during the term of the contract.

***-- end of EXHIBIT E Bidder Certifications --***

## PART I – GENERAL PROVISIONS

### SUBPART D

## CONTRACT AGREEMENT (Sample)

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Plum Creek Conservation District, Lockhart, Texas (hereinafter called Owner) and \_\_\_\_\_ (hereinafter called Contractor).

WITNESSETH:

THAT WHEREAS: in accordance with law, Owner had contract documents prepared and an Invitation for Bids published, for and in connection with the Structural Repair of Lower Plum Creek Watershed, Floodwater Retarding Structure Site 23, Caldwell County, Texas; and

WHEREAS, Contractor, in response to the Invitation for Bids, has submitted to Owner, in the manner and at the time specified, a sealed bid in accordance with Instructions to Bidders; and

WHEREAS, Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined Contractor to be the lowest responsible bidder for the work and duly awarded to Contractor a contract therefor, for the sum or sums named in Contractor's bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, Owner for itself and its successors and assigns, and its, his/her, or their executors and administrators, as follows:

ARTICLE I. Contractor shall perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the work; and bonds, insurance and submittals; all as indicated or specified in the contract documents to be performed or furnished by Contractor for the work included in and covered by Owner's official award of this contract to Contractor, such award being based on the acceptance by Owner of Contractor's bid.

ARTICLE II. Owner shall pay to Contractor for performance of the work embraced in this contract, and Contractor shall accept as full compensation therefor, the sum (subject to adjustment as provided in the contract documents) of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the contract documents.

ARTICLE III. The Contractor shall complete all work within sixty-eight (68) calendar days from the date Contractor receives written Notice to Proceed.

ARTICLE IV. The contract documents that comprise the Contract between Owner and Contractor, attached hereto and made a part hereof, consist of the following:

- (1) This Contract Agreement.
- (2) Contractor's Bid: Exhibits A - E.
- (3) Invitation for Bids (IFB) Amendment Numbers \_\_\_\_\_.
- (4) Post-bid information and supplementary information submitted by Contractor prior to execution of this Contract Agreement.

- (5) Notice of Award.
- (6) PART II – General Conditions.
- (7) PART III – Supplemental Conditions.
- (8) PART IV – Construction and Material Specifications.
- (9) PART V – Drawing No. TX-EN-0786 (cover page + sheets 1-6).
- (10) PART VI – Prevailing Wage Rates Determination.
- (11) Notice to Proceed.
- (12) Any modifications (change orders) duly delivered or supplemental agreements duly entered into after execution of this Contract Agreement.
- (13) Notices of Final Completion and Acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement the day and year first above written.

**OWNER**

**CONTRACTOR**

PLUM CREEK CONSERVATION DISTRICT

\_\_\_\_\_

By \_\_\_\_\_  
JAMES A. HOLT, JR.  
President, Plum Creek Conservation District

By \_\_\_\_\_  
Title \_\_\_\_\_

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:  
Plum Creek Conservation District  
1101 West San Antonio Street  
Lockhart, TX 78644

Address for giving notices  
\_\_\_\_\_  
\_\_\_\_\_

This action authorized at an official meeting  
of the Plum Creek Conservation District on  
\_\_\_\_\_ [add date], Lockhart, Texas

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_  
DANIEL MEYER  
PCCD Executive Manager

\_\_\_\_\_  
(If CONTRACTOR is a corporation, attach  
evidence of authority to sign.)