

**REQUEST FOR QUOTATIONS (RFQ)
No. PCCD-2023-RFQ5**

May 25, 2023

**MONITORING WELL PROJECT
of
Plum Creek Conservation District**

Caldwell County, Texas

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



Table of Contents
RFQ No. PCCD-2023-RFQ5

	<u>PAGE NO.</u>
PART I – General Provisions	
Subpart A Notice to Bidders	3
Subpart B Instructions to Bidders	4-6
Subpart C RFQ / BID FORMS (Exhibits A - C)	7-9
Subpart D Sample Contract Agreement	10-11
 PART II – General Conditions	 11-14
 PART III – Supplemental Conditions	 15-18
 PART IV – Specifications & Maps	 19-21



PART I – GENERAL PROVISIONS

SUBPART A

NOTICE TO BIDDERS:

Quotations for furnishing all labor, material, equipment and performing all work required for construction of a groundwater monitoring well to be drilled in Southern Caldwell County will be received until **4:00 p.m. Central Standard Time, Monday, June 19, 2023**, at the Plum Creek Conservation District (PCCD) Office, 1101 West San Antonio Street, Lockhart, TX 78644. Quotes may also be mailed to this same address. Sealed bids are required for quotations over \$75,000. Quotations will be reviewed and considered by the PCCD Board of Directors.

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

- (1) RFQ No. PCCD-2023-RFQ5
- (2) Due Date / Time: Monday, June 19, 2023 – 4:00 P.M.
- (3) Name and Address of Bidder

Please contact Daniel Meyer, PCCD Executive Manager, by calling (512)398-2383 to make an appointment for an authorized person to accompany you to the project sites. **No** unescorted visits to the sites are allowed. Interested parties are HIGHLY ENCOURAGED to view the site.

ESTIMATED PRICE RANGE: Between \$35,000 and \$70,000.

A contract over \$25,000 will require Contractor to submit a payment bond within 7 (seven) workdays after receipt of Notice of Award per PART III, Supplemental Conditions, Article 7. All contracts require Contractor to submit liability and workers' compensation insurance certificates as outlined in PART III, Supplemental Conditions, Articles 1 & 3 within the same timeframe.

Any quotation over \$50,000 will require a Bid Guarantee as outlined in Part I, Subpart B, Instructions 5 and 6.

Plum Creek Conservation District ("the District") is a political subdivision of the State of Texas created by special legislative act. Because it is a political subdivision of the State of Texas, certain laws related to contracts are applicable under State Law to entities such as Plum Creek Conservation District and the District is obligated to comply with those laws.

Plum Creek Conservation District reserves the right to reject any and all bids.



PART I – GENERAL PROVISIONS

SUBPART B

INSTRUCTIONS TO BIDDERS:

1. **Conditions Affecting the Work:** Interested parties 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 quoters from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Contracting Local Organization (CLO) 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 Request for Quotations (RFQ), the specifications, or related documents.

Appointment Required to Visit the Project Sites: Please contact Daniel Meyer, PCCD Executive Manager, by calling 512-398-2383 to make an appointment for an authorized person to accompany you to the project site. No unescorted visits to the sites are allowed.

2. **Required Bid Information:** Forms which must be included in a bid are:

Exhibit A: Price Quotation (1 page)

Exhibit B: References (1 page)

Exhibit C: Bidder Certifications (1 page)

Bid Guarantee: Only for Bid **Exceeding \$50,000** (see Instructions 5&6 below).

Performance Bond: Only for Bid **Exceeding \$100,000** (see Instruction 7 below).

3. **Preparation of Quote/Bid:** The bidder must submit his/her offer on the forms furnished in this RFQ, and the bid/quote 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. Sealed bids are required for quotations over \$75,000.

Estimated Price Range: Between \$35,000 and \$70,000.

Exemption from State, County, and Municipal Sales and Use Taxes. See Part II – General Conditions, Article 10 (Federal, State, and Local Taxes), paragraph (b). **Bidders are entitled to EXCLUDE exempt taxes in their Price Quotation.** Bidder is solely responsible to determine what tangible personal property and taxable services are eligible for exemption from these taxes.

4. **Explanation to Bidders / Inquiries:** Any explanation desired by a bidder regarding the meaning or interpretation of the RFQ, specifications, etc., must be requested in writing by noon, June 14, 2023. Written requests shall be mailed, hand delivered, or sent via email to:

Daniel Meyer, Executive Manager, Plum Creek Conservation District, 1101 West San Antonio Street, Lockhart, TX 78644

Email Address: daniel.meyer@pccd.org

5. **Bid Guarantee (only required for bid exceeding \$50,000):** As a good faith deposit to ensure execution of a contract, each quotation exceeding \$50,000 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 one percent (1%) 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 three (3) days of the date quotes are due, 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 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 PCCD, or fail or refuse to furnish the payment bond (for contract exceeding \$25,000) required by PART III, Article 7, 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.

6. **Bid Bond Requirements (only for bid exceeding \$50,000):** Bond must be executed by a corporate surety authorized and admitted to write surety bonds in the State of Texas. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The original bid bond shall be submitted with the bid.
7. **Performance Bond Requirements (only for bid exceeding \$100,000):** The penal amount of performance bond shall be 100 percent (100%) of the original contract price. PCCD may require additional performance bond protection when the contractor price is increased. Bond must be executed by a corporate surety authorized and admitted to write surety bonds in the State of Texas. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The original bid bond shall be submitted with the bid.
8. **Submission of Post-award Information:** Within seven (7) 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.
9. **Award of Contract:** Award of contract will be made to that responsible bidder whose bid, conforming to the Request for Quotations (RFQ), 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.

A response to an RFQ is an offer to contract with the Contracting Local Organization based upon the terms, conditions and specifications contained in the RFQ. **Bids do not become contracts until a signed Notice of Award (NOA) is issued by the Contracting Local Organization.**
10. **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.
11. **Execution of Contract and Submission of Post-award Information:** The contract will include items outlined in PART I, Subpart D, Sample Contract Agreement, Article V. Within seven (7) 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.
12. **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.



PART I – GENERAL PROVISIONS

SUBPART C

BID FORMS:

EXHIBIT A: Price Quotation / Bid

RFQ PCCD-2023-RFQ5

The undersigned, in compliance with Request for Quotations (RFQ) PCCD-2023-RFQ5 for Plum Creek Conservation District, Monitoring Well Project, in Caldwell County, Texas, having examined the specifications and RFQ 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 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 sixty (60) calendar days as required in Notice to Bidders.]*

NOTE: Bidders are entitled to EXCLUDE exempt taxes in their bid prices (see PART II, General Conditions, Article 11).

TOTAL BID PRICE Monitoring Well Project:

In Figures: \$ _____

In Words: _____ Dollars
and _____ Cents

NOTE: AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

Bidder's Name/Title (type or print): _____

Bidder's Signature: _____

Company Name: _____

Date: _____



EXHIBIT B: REFERENCES

RFQ PCCD-2023-RFQ5

Quoter, in accordance with PART I, Subpart B, Instructions to Bidders, Section 2, shall list below up to three (3) 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: BIDDER CERTIFICATIONS

RFQ PCCD-2023-RFQ5

By submission of this price quotation, bidder certifies to all Sections in this Exhibit C.

SECTION A: Officials Not to Benefit: Bidder certifies that its firm is not an official of the Plum Creek Conservation District, the Texas State Soil and Water Conservation Board, 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 B: Bonding (bid exceeding \$25,000): Per Texas Administrative Code Rule 293.63(5), bidder must submit, along with the quotation, the name of the person, firm, or corporation that will execute payment bond as required in PART III, Article 7: **List information below:**

DRAFT



PART I – GENERAL PROVISIONS

SUBPART D

Sample Contract Agreement:

CONTRACT AGREEMENT (Sample Only)

THIS AGREEMENT, made the _____ day of _____, 2023, 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 a Request for Quotations published (RFQ No. PCCD-2023-RFQ5), for and in connection with the Monitoring Well Project, Caldwell County, Texas; and

WHEREAS, Contractor, in response to the Request for Quotations, has submitted to Owner, in the manner and at the time specified, a price quotation in accordance with Instructions to Bidders; and

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

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 written quotation.

ARTICLE II. Owner shall pay to Contractor for performance of the work embraced in this contract, and Contractor shall accept as full compensation thereof 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 forty-six (46) working days from the date Contractor receives written Notice to Proceed.

ARTICLE IV. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and there are no discrepancies, errors, omissions, ambiguities or conflicts in this Contract that are material to Contractor's provision, performance or completion of the work, the contract price or contract performance time that have not been clarified in writing by the PCCD to the satisfaction of the Contractor. Contractor shall hereafter have no claim for payment or compensation in excess of the Contract price.



ARTICLE V. 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/Price Quotation, References, & Bidder Certifications (Exhibits A – C)
- (3) Request for Quotations (RFQ) 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 – Specifications and Maps.
- (9) Notice to Proceed.
- (10) Any modifications (change orders) duly delivered or supplemental agreements duly entered into after execution of this Contract Agreement.
- (11) 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 _____

By _____

JAMES A. HOLT, JR.
President, Plum Creek Conservation District

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.)



PART II - GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

Terms used or referred to herein and elsewhere in the contract documents are defined as follows:

- a) Contracting Local Organization (CLO): The organization or agency awarding the contract. CLO is the Plum Creek Conservation District, Lockhart, Texas. Also referred to as District, Government, and Owner.
- b) Contracting Officer (CO): The person who is designated and authorized to enter into and administer this contract on behalf of the Contracting Local Organization or his/her duly appointed successor or alternate. No other person has authority to act for the Contracting Officer as stated in these General Conditions or elsewhere in the contract documents unless such person has been delegated authority by the Contracting Officer in writing (Also referred to as Owner's Representative). Contracting Officer for this project is Daniel Meyer and Alternate Contracting Officer is Alan Burklund.

ARTICLE 2 – CHANGES

It may be necessary for the District to consider changes to the specifications of the project that may arise due to unforeseen circumstances. Prior to any decisions being made, the CLO will discuss with the Contactor the changes that are being considered. If any change under this article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made, and the contract modified in writing accordingly.

ARTICLE 3 – PAYMENTS

- a) Final payment shall be conditioned upon the satisfactory completion of the work as determined after final inspection and acceptance by the PCCD.
- b) The acceptance by Contractor of final payment shall operate as a full and complete release of the PCCD of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the work or for or on account of any act or neglect of the PCCD arising out of, relating to, or in connection with the work.

ARTICLE 4 – WORKWEEK

An acceptable work schedule will be received in writing prior to commencing work. Once PCCD staff reviews the work schedule and it is approved work on the project may commence.

ARTICLE 5 – PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Contracting Local Organization, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work.

ARTICLE 6 – SUBCONTRACTORS

- a) Work shall not be subcontracted in whole or in part without the prior written approval of the Contracting Officer. The request shall be in writing with the name and qualifications of the proposed subcontractor and a description of the work to be done.
- b) If at any time the Contracting Officer determines that any subcontractor is incompetent or undesirable, he/she shall notify the Contractor accordingly and the Contractor shall take immediate steps for cancellation of the subcontract.
- c) Subcontracting by subcontractors shall be subject to the above requirements.
- d) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Contracting Local Organization.
- e) Any subcontract awarded under this contract will not be awarded to any official of the Plum Creek Conservation District, Texas State Soil and Water Conservation Board, Hays County Soil and



Water Conservation District, or Caldwell-Travis Soil and Water Conservation District (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.

ARTICLE 7 – CLEANUP WORK

- a) During performance of the work the Contractor shall keep the work site, areas adjacent to the work site and access roads in an orderly condition, free and clear from debris and discarded materials. Care shall be taken to prevent spillage when hauling is being done. Any spillage or debris resulting from the Contractor's operations shall be immediately removed.
- b) Upon completion of the work the Contractor shall remove from the work site, areas adjacent to the work site and access roads: All plants, buildings, debris, unused materials, concrete forms and other like material belonging to Contractor or used under his/her direction during the construction. Contractor shall grade all access roads, other than public, removing wheel tracks and smoothing up such roads.

ARTICLE 8 – ASSIGNMENT

The Contractor shall not assign in whole or in part this contract without the prior written consent of the Contracting Local Organization. The Contractor shall not assign any moneys due or to become due to him/her under this contract without the prior written consent of the Contracting Local Organization. No claim as a third-party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against the PCCD, and the PCCD shall not be liable for or be held to pay any money to any such person.

ARTICLE 9 – NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

- a) The Contracting Officer may order suspension of the work in whole or in part for such time as he/she deems necessary because of the failure of the Contractor to comply with any of the requirements of this contract, and the contract completion date shall not be extended on account of any such suspension of the work.
- b) When the Contracting Officer orders any suspension of the work under (a) of this article, the Contractor shall not be entitled to any costs or damages resulting from such suspension.
- c) The rights and remedies of the Contracting Local Organization provided in this article are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 10 – FEDERAL, STATE, AND LOCAL TAXES

- a) Except as otherwise provided, contract unit prices shall include all applicable Federal, State, and local taxes.
- b) Texas State, County, and Municipal Sales and Use Tax.
 - (1) The Contracting Local Organization is an exempt entity per §151.309(5) of the Limited Sales, Excise, and Use Tax Act (Texas Tax Code Chapter 151 – Limited Sales, Excise, and Use Tax) and will issue the Contractor an affidavit as proof of this exemption.
 - (2) When purchased by the Contractor for use in performance of this contract, certain tangible personal property and taxable services are exempt from State Sales and Use Tax under Texas Tax Code §151.311, and in most cases are also exempt from County and Municipal Sales and Use Tax. Contractor is subject to tax responsibilities in Texas Administrative Code Rule §3.291, section (c), and is responsible to issue a properly completed exemption certificate to a supplier in accordance with section (c)(5).
 - (3) Contractor is solely responsible to be adequately familiar with and comply with all requirements of Texas Tax Code, Texas Administrative Codes, and any other State/local regulations when claiming tax exemption for purchase of items for use in the performance of this contract.
 - (4) "Contractor" as used in this paragraph (b) includes subcontractors as defined in Texas Administrative Code Rule §3.291, section (a)(3).
- c) Upon execution of the Contract Agreement, PCCD will provide Contractor a tax-exempt certificate for this project.



ARTICLE 11 – INSPECTION AND ACCEPTANCE / WORKMANSHIP

- a) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from work any employee, including subcontractors, the Contracting Officer deems incompetent, careless, or otherwise objectionable.
- b) The Contractor shall, without charge, correct any workmanship found by the Contracting Local Organization not to conform to the contract requirements, unless in the public interest the Contracting Local Organization consents to accept such material or workmanship with an appropriate adjustment in contract price.
- c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.
- d) Unless otherwise provided in this contract, acceptance by the Contracting Local Organization shall be made as promptly as practicable after completion and inspection of all work required by this contract, or that portion of the work that the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Contracting Local Organization's rights under any warranty or guarantee.

ARTICLE 12 – TERMINATION

- a) This Contract may be terminated at any time by PCCD for any cause. Upon receipt of such notice by PCCD, the Contractor shall immediately discontinue all work and actions on behalf of PCCD.
- b) As soon as practicable after receipt of Notice of Termination, the Contractor shall submit a statement showing in detail the costs of work performed through the date the Notice of Termination is received by Contractor.

ARTICLE 13 – TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, TIME EXTENSIONS

- a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Contracting Local Organization may, by written notice to the Contractor, terminate Contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the Contracting Local Organization may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary thereof. Whether or not the Contractor's right to proceed with the work is terminated, Contractor and his/her sureties shall be liable for any damage to the Contracting Local Organization resulting from his/her refusal or failure to complete the work within the specified time.
- b) If the Contracting Local Organization so terminates the Contractor's right to proceed, the resulting damage will consist of such actual damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Contracting Local Organization in completing the work.
- c) If the Contracting Local Organization does not so terminate the Contractor's right to proceed, the resulting damage will consist of such actual damages until the work is completed or accepted.
- d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
 - 1. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Contracting Local Organization in its contractual capacity, acts of another contractor in the performance of a contract with the Contracting Local Organization, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
 - 2. The Contractor, within 10 days from the beginning of any such delay (unless the Contracting



Officer grants a further period of time before the date of final payment under the contract), notifies the Contracting Officer in writing of the causes of delay.

3. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his/her judgment, such an extension is justified.
- e) The rights and remedies of the Contracting Local Organization provided in this article are in addition to any other rights and remedies provided by law or under this contract.
- f) As used in paragraph (d)(1) of this article, the term “subcontractors and suppliers” means subcontractors and suppliers at any tier.

ARTICLE 14 – 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.

ARTICLE 15 – CONTRACTOR RESPONSIBILITIES

Contractor is responsible for following any and all Federal, State, local codes, laws that apply to this work. Contractor is responsible for all work performed until final acceptance has been received in writing from PCCD staff.

DRAFT



PART III - SUPPLEMENTAL CONDITIONS

ARTICLE 1 – TYPES AND LIMITS OF INSURANCE

Satisfactory certificates of insurance shall be filed with Contracting Local Organization prior to commencement of any work on this contract. Insurance requirements stated below do not establish limits of the Contractor’s liability.

a) Workers' Compensation and Employer's Liability Insurance

1. Contractor shall provide workmen’s compensation and employee’s liability insurance at own expense. This insurance shall protect Contractor against all claims under applicable state workmen's compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law.
2. The liability limits shall be not less than:

Workers' Compensation	Statutory
Employer's Liability	\$500,000

b) Comprehensive Automobile Liability Insurance

1. Contractor shall provide comprehensive automobile liability insurance at own expense. This insurance shall be written in comprehensive form and shall protect Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
2. The liability limits shall be not less than:

Bodily Injury	\$250,000 each person
	\$500,000 each occurrence
Property Damage	\$250,000 each occurrence

c) Comprehensive General Liability Insurance

1. Contractor shall provide comprehensive general liability insurance at own expense. This insurance shall be written in comprehensive form and shall protect Contractor against all claims arising from injuries to persons other than his/her employees or damage to property of Contracting Local Organization or others arising out of any act or omission of Contractor or his/her agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, such as a "protective liability" endorsement to insure the contractual liability assumed by Contractor.
2. To the extent that Contractor's work, or work under his/her direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property.
3. The liability limits shall be not less than:

Bodily injury	\$500,000 each occurrence
Property damage	\$250,000 each occurrence
Aggregate	\$1 million

d) Umbrella Liability Policy.

If aggregate of Comprehensive General Liability Insurance in (c)(3) above does not equal or exceed \$1 million, the Contractor shall provide umbrella liability policy at its own expense. This insurance shall protect Contractor against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000.



ARTICLE 2 – POLICY CANCELLATION

Each policy shall contain a provision that the coverage afforded will not be canceled or materially changed until at least 30 days prior written notice has been given to the Contracting Local Organization or Contracting Officer.

ARTICLE 3 – WORKERS’ COMPENSATION INSURANCE COVERAGE

Contractor shall provide worker’s compensation insurance coverage as specified under the statutory requirements of Texas Labor Code.

ARTICLE 4 – POST-AWARD INFORMATION

Within seven (7) workdays after receipt of Notice of Award, Contractor shall submit to the Contracting Officer the following post-award information:

- a) Two (2) fully executed counterparts of the Contract Agreement including all the contract documents.
- b) Payment bond (contract over \$25,000) as specified in Article 7 of these Supplemental Conditions.
- c) Copy of all insurance certificates required in Articles 1, 2, and 3 of these Supplemental Conditions.
- d) List of proposed subcontractors required in PART II, General Conditions, Article 7(a).

Only applicable to bid over \$50,000. 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 comply with these conditions within the time specified, the bidder forfeits the bid guarantee, and/or the CLO may pursue any other action allowed by law.

ARTICLE 5 – COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The completion of the contract shall be within **46 working days** after the notice to proceed is received by the Contractor. Major Holidays (i.e., Memorial Day, Independence Day, Labor Day) and Sundays do not count towards the 46 days. Additional performance time will be allowed for days that in the Contracting Officer’s opinion are too wet to allow access or satisfactory prosecution of the work.

ARTICLE 6 – WAGES / BENEFITS

Laborers and Mechanics – Prevailing Wage Rates

This contract requires the Contractor and any of his/her subcontractors at any tier to pay prevailing wage rates as specified in this article and to follow requirements contained in Texas Government Code, Chapter 2258, Prevailing Wage Rates.



ARTICLE 7 – PAYMENT BONDS (only for contract exceeding \$25,000)

7.1 General

- a) If the contract price exceeds \$25,000, this contract requires a payment bond as outlined in 7.2 below. The bond is due within five (5) workdays after receipt of Notice of Award (see Article 4 of these Supplemental Conditions). The Contracting Local Organization will attach to the Notice of Award the bond form to be used.
- b) The Bond shall be made payable to: Plum Creek Conservation District.
- c) The Bond is subject to requirements stated in this Article and requirements of Texas Government Code, Chapter 2253, Public Work Performance and Payment Bonds, and must be executed by a corporate surety in accordance with Texas Insurance Code, Chapter 3503 (Surety Bonds and Related Instruments), Subchapter A.

7.2 Payment Bonds—Construction (contract exceeding \$25,000)

- a) *Definitions.* As used in this clause-- "Contract price" means the award price of the contract. "Government" means the Contracting Local Organization.
- b) The successful offeror shall be required to furnish a payment bond to the Contracting Officer as follows:
 - (1) *Payment Bond:*
 - (i) The penal amount of payment bond shall be 100 percent of the original contract price.
 - (ii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.
- c) The Contractor shall furnish the executed bond, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in 7.1 above.
- d) A bond may be executed only by a corporate surety company that is authorized and admitted to write surety bonds in the State of Texas.
- e) Payment Bond Over \$100,000 only. 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.
 - a) The bond signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - b) A bond required under this Article must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

ARTICLE 8 - LIABILITY

- a) Contractor shall be solely and completely responsible for providing and maintaining safe conditions at any work site.
- b) In addition, the Contractor agrees to keep, save, and hold PCCD harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against PCCD, its officials, officers, and employees in consequence of this contract for any negligent act, or omission of the Contractor in the performance of the work under this contract, or that may result from the carelessness or lack of skill of the Contractor or the Contractor's agents, subcontractor, assigns or employees. In the event a judgment is recovered against PCCD for any such liability, costs or expenses, such judgment shall be conclusive against the Contractor. The Contractor is similarly responsible for reimbursement to the PCCD whenever such claims and actions reach voluntary settlements rather than judgments. The Contractor will pay subsequent full contribution to the PCCD.



- c) It is specifically understood and agreed by the Contractor that such indemnity is indemnity by the provider to indemnify and protect PCCD from liability, claims, suits, losses, damages or causes of action caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Contractor, the Contractor's agent, consultant under contract, or any other entity over which the Contractor exercises control. PCCD agrees to give Contractor prompt notice of any claim, control of the defense or settlement of that claim and reasonable assistance and information related to the claim.

ARTICLE 9 – DISCLOSURE

- a) By signature of this Contract, the Contractor acknowledges to PCCD that the Contractor has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect.
- b) The Contractor further agrees that Contractor will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE 10 – SEVERABILITY

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

ARTICLE 11 – ENTIRE AGREEMENT

This Contract sets forth the entire agreement of the PCCD and Contractor with respect to the accomplishment of the Work and the payment of the Contract price thereof, and there are no other understandings or agreements, oral or written, between PCCD and Contractor with respect to the work and the compensation thereof, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

ARTICLE 12 – STANDBY TIME

Any Standby Time or other related expensed pertaining to this shall be included in this bid.



PART IV – SPECIFICATIONS

The project will encompass a specific location in southern Caldwell, County Texas. Specific location and the drilling specifications for drilling the monitoring well are included in this Part IV. **A pre-drilling meeting will be held prior to construction of this monitoring well.**

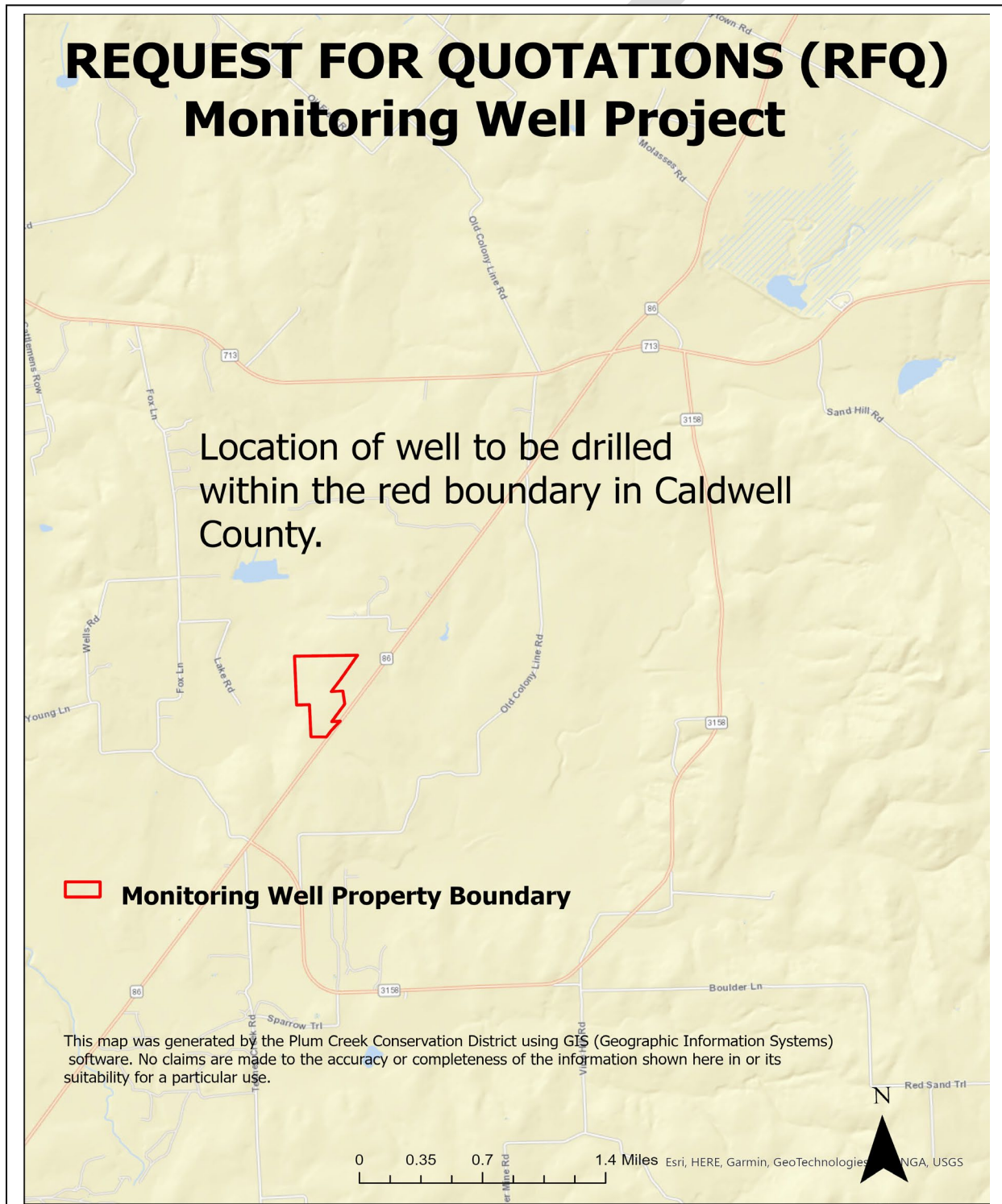
Monitoring Well Specifications

- 4.1 The following specifications are required by the District for this Monitoring Well Project.
- 4.2 Monitoring wells must be drilled by a Texas-licensed driller who is qualified to drill and install monitoring wells (Texas Administrative Code - Section 330.421).
- 4.3 Contractor shall notify PCCD Geologist William Feathergail Wilson or PCCD Contracting Officer (CO) when various stages of the work require PCCD inspection and approval prior to commencing with the next step in the project.
- 4.4 Drilling Equipment Required. Drilling equipment required for this Monitoring Well Project is either a Swivel Rig or Top Drive Type Drilling Rig. The drilling equipment shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to commencing drilling.
- 4.5 Drilling Bore Hole Equipment Specifications. Drilling equipment required for this Monitoring Well Project is estimated to be 12-3/4" rotary bit (subject to a pre-spud meeting) using 9.5 lb. mud or less as decided by PCCD Geologist William Feathergail Wilson or PCCD CO. The drilling equipment and mud shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to commencing drilling.
- 4.6 Geophysical Log Specifications. Geophysical Log shall be provided by GeoCam to include Gamma, Resistivity and Spontaneous Curve logs. The Geophysical Log shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to installation of any well casing pipe.
- 4.7 Drilling Depth Specifications. Drilling equipment required for this project shall be capable of drilling to a depth of no less than 596 feet and or the bottom of the Wilcox Aquifer. The depth of the well shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to installation of any well casing pipe.
- 4.8 Well Casing Specifications. Well casing material required for this project shall be made of 6" casing type (Schedule-40 type PVC). The Wilcox Aquifer shall be screened at intervals selected based on geophysical logs approved by William Feathergail Wilson. (Actual length of screened area may vary depending upon location of drilling and review of the Geophysical Log). The steel surface casing shall be 20" steel material and set at a depth no less than 20 feet if required by William Feathergail Wilson. The well casing material shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to installation of any well casing pipe.
- 4.9 Wellhead Specifications. The wellhead required for this project shall be gravel packed across the selected screened intervals in the Wilcox Aquifer. The gravel pack shall be installed using a tremie tube unless the district chooses to use prepacked screens. The wellhead shall be sealed with 3 cement baskets and cement to the surface. Complete the wellhead with a 1.5" access hole to allow access to accommodate a water level measuring device. A 2 ½ foot long by 2 ½ foot wide and 8" thick cement pad shall be set around the wellhead. The wellhead shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to packing of the wellhead. The cement pad shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO.
- 4.10 Wellhead Fencing Specification. Fencing material required for this project shall be installed around the wellhead. The fencing shall consist of 6 ft. by 6 ft. by 5-foot-tall, galvanized, chain-link fencing and one 6 foot by 5 foot galvanized gate shall be installed. All four corner posts shall be galvanized, dipped, and capped with concrete. The wellhead fencing material shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to installation of any wellhead fencing.
- 4.11 Monitoring Well Sampling. Samples of geological materials shall be removed during the drilling process at every 10 feet of drilling depth. The District shall provide sample jars for this portion of the project. The geological material sampling shall be inspected and approved by PCCD Geologist William Feathergail Wilson or PCCD CO.



- 4.12 Any variation in specifications required to complete this drilling project shall be approved by PCCD Geologist William Feathergail Wilson or PCCD CO prior to commencement of work.
- 4.13 The Monitoring Well Project is subject to a final inspection and written approval by PCCD Geologist William Feathergail Wilson or PCCD CO prior to approval and payment of Contractor's final invoice.

PCCD Monitoring Well Project Drilling Location Map





Plum Creek Conservation District
RFQ No. PCCD-2023-RFQ5

