

Plum Creek Conservation District

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DANIEL MEYER, *Executive Manager*
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ALAN BURKLUND, *Project Manager*
TYLER FARCO, *Staff Member*

REQUEST FOR QUOTATIONS (RFQ)

No. PCCD-2024-RFQ4

May 20, 2024

MOWING PROJECT

of

Plum Creek Watershed Floodwater Retarding Structure

Sites 1, 5, 6, 7, 10,

11, 12, 28 & 34

Hays & Caldwell Counties, Texas

Plum Creek Conservation District

Lockhart, Texas

P.O. Box 328
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NOTICE TO BIDDERS:

Quotations for work required for Plum Creek Watershed, Mowing Project will be received until **12:00 noon Central Standard Time, Monday, March 20th, 2024**, at Plum Creek Conservation District (PCCD) office, 1101 West San Antonio Street, Lockhart, TX 78644 or may be mailed to this address. (Sealed bids are required for bids exceeding \$75,000). Quotations will be reviewed and considered by the PCCD Board of Directors.

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

BID FORM & COST PER SITE:

NOTE: Bidders are entitled to EXCLUDE exempt taxes in their bid prices. (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.

TOTAL BID PRICE Mowing Project RFQ PCCD-2024-RFQ4

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: _____



P l u m C r e e k C o n s e r v a t i o n D i s t r i c t
RFQ No. PCCD-2024-RFQ4

PCCD Site #	Cost Per Site
Site 1	
Site 5	
Site 6	
Site 7	
Site 10	
Site 11	
Site 12	
Site 28	
Site 34	



Plum Creek Conservation District invites you to provide a quote on the mowing of approximately 123 acres at 9 flood control structures. The two quotes will be for mowing the same sites (first mowing in the spring and the second mowing in the fall). The first mowing is to be accomplished before July 31st, 2024, and the second mowing is to be accomplished between September 15th, 2024, and November 30th, 2024. If you wish to provide a quote on these projects, please provide us with a total price of the project with a breakdown of cost per site on or before 12:00 noon of May 20th, 2024. Late quotes will not be received. PCCD reserves the right to evaluate quotes and to reject all quotes. Approximate acreage as indicated below:

TABLE 1

PCCD Site #	Texas Dam No	TSSWCB O&M Code	Approx. Acres for mowing	Notes
Site 1	TX01582	1.01C	12 acres	Access is a little difficult. Have to jump curb and go along a designated road to get to dam.
Site 5	TX01575	1.01C	14 acres	Access is through the South Lake subdivision off Bunton Lane.
Site 6	TX01576	1.01C	13 acres	Access is off Goforth/Bebee/High Rd.
Site 7	TX04711	1.01C	7 acres	Access is off Plum Creek Rd. (CR 156).
Site 10	TX01577	1.01C	10 acres	Access is off Satterwhite Rd.
Site 11	TX01578	1.01C	21 acres	Satterwhite Rd. (CR 107)
Site 12	TX01579	1.01C	29 acres	Williamson Rd.
Site 28	TX03420	1.01C	8 acres	Access is off FM 713.
Site 34	TX03418	1.01C	9 acres	Martindale Lake Rd.



- 1. Mowing height shall be approximately between 6 and 10 inches.**
- 2. Rip rap areas are excluded from mowing.**
- 3. Areas to be mowed are shown on the maps (see Section A).**
- 4. A Certificate of Liability Insurance must be submitted prior to work starting (see Section B for COI requirements).**
- 5. Workers' Compensation is required (see Section C for specifics).**
- 6. If the quote is higher than \$ 25,000.00, a payment bond must be submitted (see Section D).**
- 7. Prior to beginning work, a contract agreement must be signed (see sample draft in Section E).**

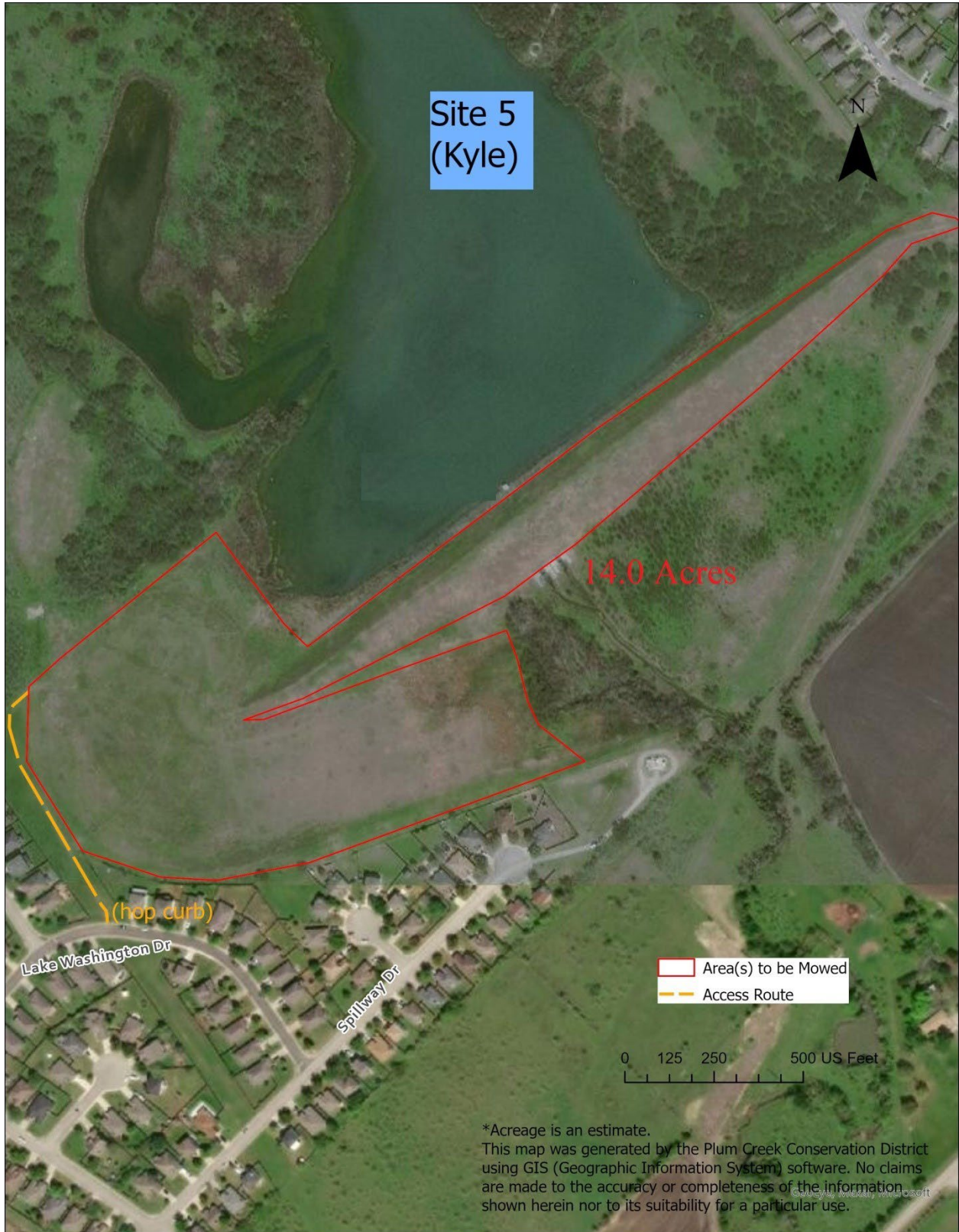
To view the location of PCCD's dams, please click on the following link:

https://www.google.com/maps/d/edit?mid=1w3oaDd2tK_71bDFWKQLwGwzfs0qy45tU&usp=sharing



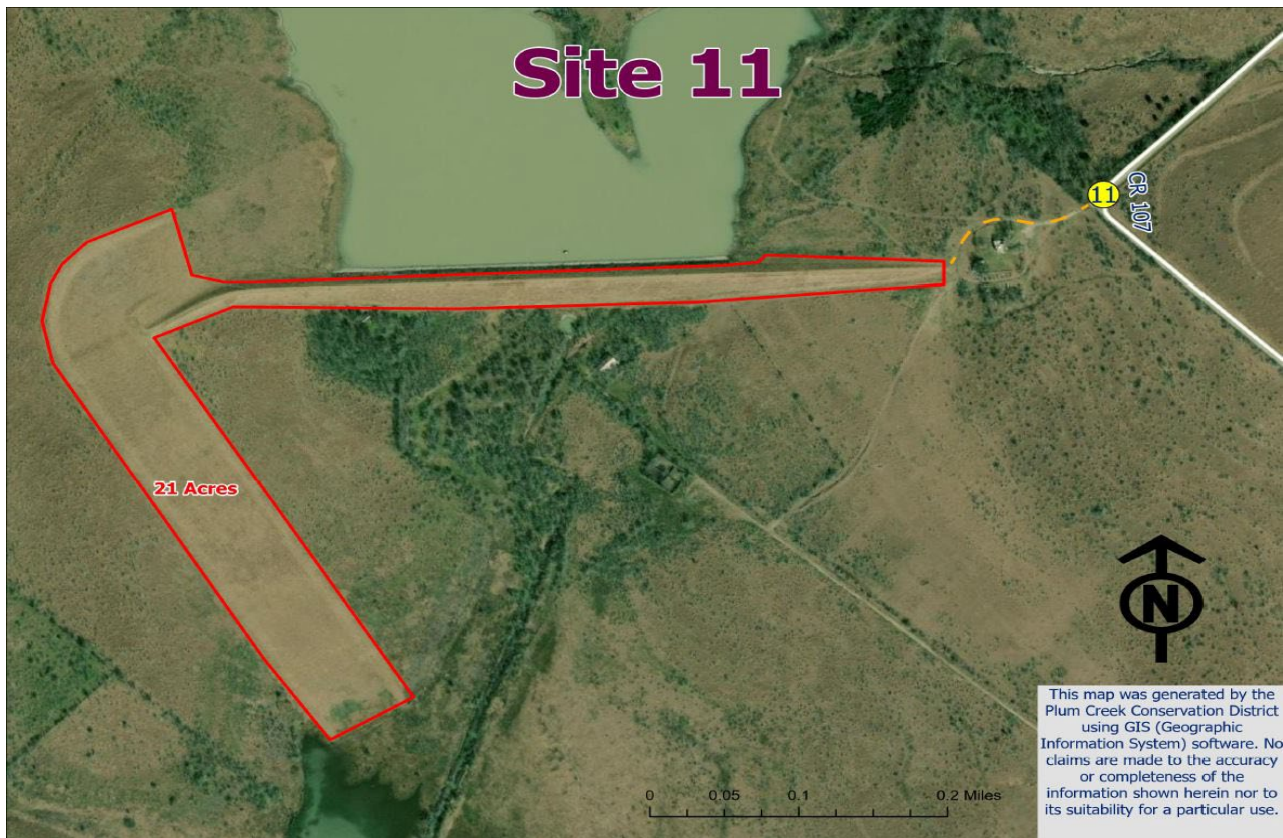
SECTION A



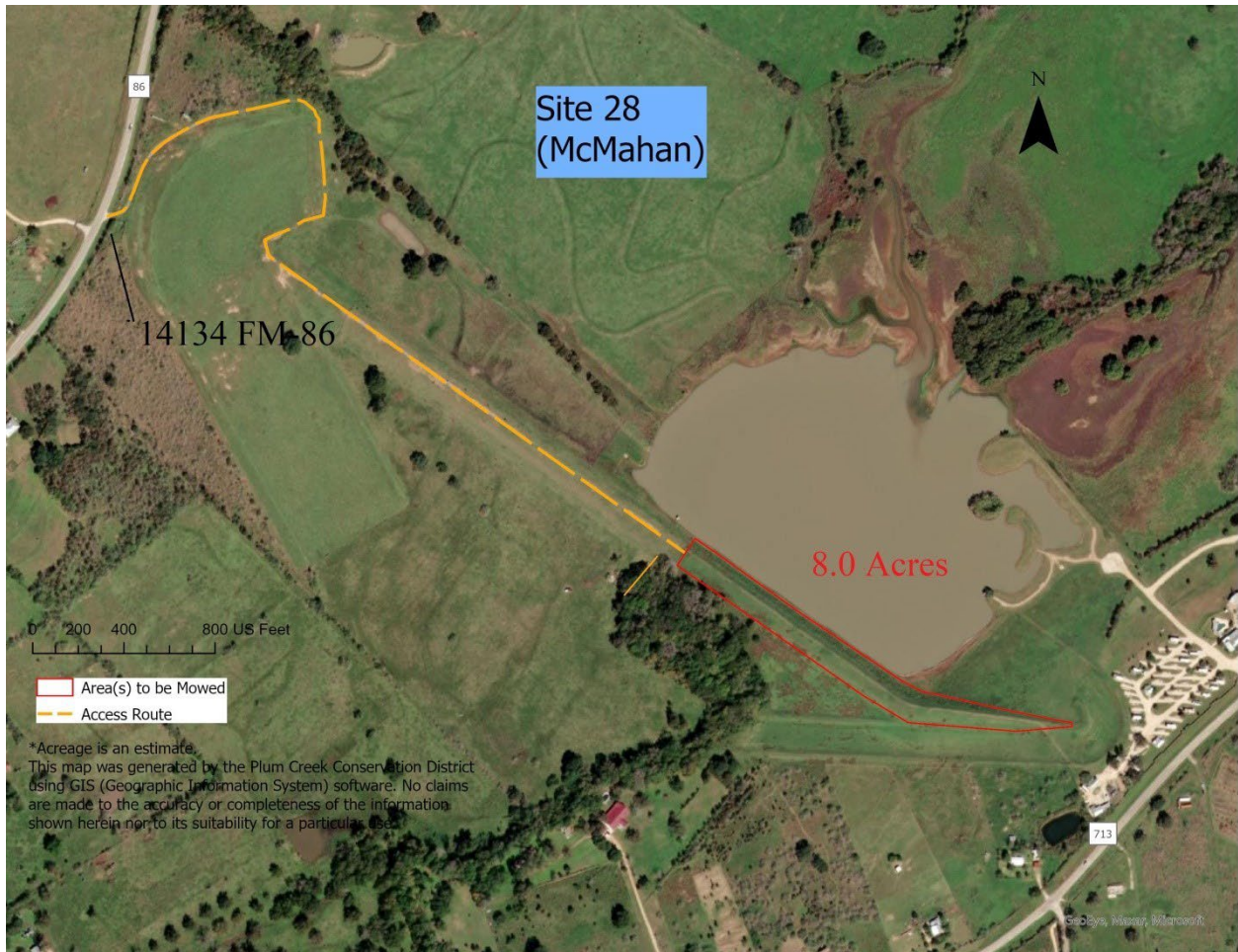


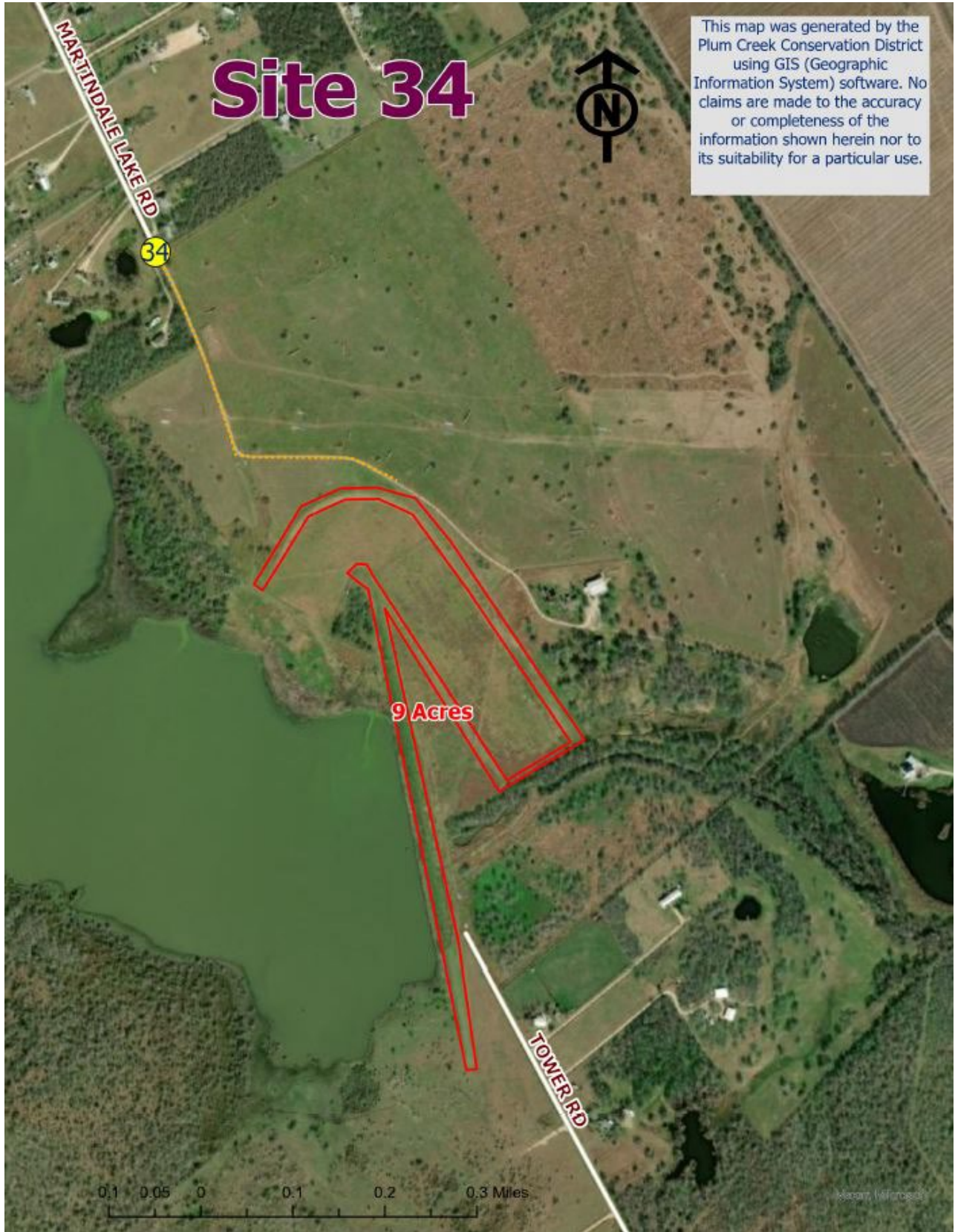














SECTION B

TYPES AND LIMITS OF INSURANCE

Satisfactory certificates of insurance shall be filed with Plum Creek Conservation District prior to commencement of any work on this contract. Insurance requirements stated below do not establish limits of the Contractor's liability.

(a) Workmen's 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:

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

(b) 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 Plum Creek Conservation District 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

(c) Umbrella Liability Policy. If aggregate of Comprehensive General Liability Insurance in (b)(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.

SECTION C

WORKERS' COMPENSATION INSURANCE COVERAGE

Contractor shall provide worker's compensation insurance coverage.

(a) Definitions. (1) Certificate of coverage ("certificate")—A copy of a certificate of insurance, a certificate of authority to self-insure issued by the TX Department of Insurance, Division of Workers' Compensation, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

(b) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.



(c) The Contractor must provide a certificate of coverage to Plum Creek Conservation District prior to being awarded the contract.

Call the Division of Workers' Compensation at 1-800-252-7031 or access the division's website at www.tdi.texas.gov/wc/indexwc.html to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

SECTION D

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.

(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, 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 Plum Creek Conservation District.

(b) The successful offeror shall be required to furnish a payment bond to Plum Creek Conservation District 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 Plum Creek Conservation District.

(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.

SECTION E

AGREEMENT (Sample Only)

Pursuant to authority previously given to the Executive Manager of Plum Creek Conservation District by its Board of Directors authorizing contracts for certain maintenance services, Plum Creek Conservation District, identified in this Agreement as "The District", acting by and through its Board and Executive Manager agree with XYZ Company, identified in this Agreement as "Contractor" for the performance of certain work under conditions and described as follows:

1. The work to be done is mowing Sites 1,5,6,7,10,11,12, 28 and 34 (as specified in Table 1, pages 5 and 6 of the RFQ and Section A (maps).

2. The work described for the first mowing is to be commenced on or after June 21st, 2024, and is to be completed on or before July 31st, 2024. The second mowing is to be commenced on or after September 15th, 2024, and is to be completed on or before November 30th, 2024.

3. Contractor is acting as an Independent Contractor, and not as an employee of the District, while performing the work. In performing the work described, Contractor assumes all liability associated with the conditions at the location where the work is to be performed by executing this Agreement and undertaking the described work. **CONTRACTOR HEREBY RELEASES THE DISTRICT**



FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE PERFORMANCE OF THE WORK, INCLUDING ALL LIABILITY ASSOCIATED WITH PERSONAL INJURY TO CONTRACTOR AND CONTRACTOR'S EMPLOYEES, IF ANY, OR PROPERTY DAMAGE TO CONTRACTOR'S EQUIPMENT. IN ADDITION, THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, TO ANY THIRD PARTY IN CONNECTION WITH THE PERFORMANCE OF THE WORK DESCRIBED IN THIS AGREEMENT.

4. Before commencing work, Contractor shall furnish a Certificate of Liability insurance to Plum Creek Conservation District, which names the District as an additional insured under the general liability insurance policies maintained by Contractor for actions associated with performing the work described in this Agreement.

5. The contractor must provide a certificate of coverage for workmen's compensation insurance if required under Texas Labor Laws.

6. The contractor must provide a payment bond if the contract exceeds \$ 25,000.

7. Contractor is to furnish all labor and equipment to perform the described work.

8. While the quantities of work are to be determined at the time the work is performed, billing will be based on the normal rates charged by the contractor and agreed upon by the District not to exceed \$XXXX.XX.

9. Upon completion of the work described in this Agreement, Contractor shall remit to the District a written statement for its charges for the described work.

10. The District will review the charges and if the charges are in accord with the terms of this Agreement, the District will pay charges of non-disputed amounts based on the submitted statement within thirty (30) days after receipt of the statement.

11. Should the District dispute the amount of charges as described in the billing statement the District may retain the amount in dispute pending resolution of the difference in the amount of the charges. Any dispute shall be presented to the Board of the District at its next regularly scheduled meeting.

12. The District agrees to furnish access to the property on which the work is to be done but makes no warranty or representation about conditions existing at the location of the work. Rather, any determinations about the conditions at the work site are solely the responsibility of the Contractor. Should the Contractor determine that conditions require some adjustments to Contractor's charges or the Contractor does not have the experience or expertise to perform the requested work, Contractor may elect to terminate this Agreement without penalty without performing the work.

Plum Creek Conservation District

Contractor _____

Executed this ____ day of ____ . 2024.

By: _____

By: _____

Daniel Meyer, Executive Manager
(Name and Title)

(Name and Title)