

Bid Solicitation

Brush and Debris removal, New Fence Construction and mowing

Hill County is requesting bids for work on the following flood prevention sites located in Hill County: Richland Chamber Sites 1, 2, 3, 72 and 74.

Three (3) bid packets are attached to this email (HC2019-09, HC2019-10, HC2019-11). All bidders may submit bids on one, all or any combination of bid opportunities. The deadline to turn-in bids will be 9 am on Friday, May 3, 2019 at the Hill County Judge's office. Bids arriving after deadline will be rejected. Faxed bids will not be accepted. The public bid opening will be at 10 am on Friday, May 3, 2019 at the Hill County Judge's office. Bidders are welcome to attend. The successful bidder will be notified within 5 working days.

The Hill County reserves the right to reject any and all bids for this work. A pre-construction meeting will be held with a representative of the selected firm before any work begins.

The County recommends that all bidders contact this office for scheduling site showings before submitting bid.

Contracting Officer (CO): Justin W. Lewis
Hill County Judge
80 N. Waco St
Hillsboro, Texas 76645

countyjudge@co.hill.tx.us
Office 254-582-4020

HILL COUNTY

REQUEST FOR BID

For

Fencing of Flood Prevention Sites in Hill County

Request For Bid # HC2019-09

Completed Sealed Bid Proposals Marked with the Bid Number
Must be received in the office of:

Hill County Judge
P.O. Box 457
80 N. Waco St.
Hillsboro, TX 76645

By 9:00 am
On 5/03/2019

Bid Proposal Opening
At 10:00 am
On 5/03/2019

PRE BID CONFERENCE
AT 9:00 AM
ON April 26, 2019
NRCS Office

1504 US Hwy 77 N, Hillsboro, TX 76645

Hill County's contracting agent is:

Title - Contracting Officer (CO): Name - Justin W. Lewis Phone # - 254-582-4020

Mailing Address - P.O. Box 457, Hillsboro, Texas 76645

The Contractor's (Contractor) responsible party is:

Title _____ Name _____ Phone# _____

Mailing Address- _____

All bids are to be submitted in duplicate. All bids, including a "NO BID", are due in the office of the Hill County Judge by the due date, in sealed envelopes/boxes. Original bid must contain all original signatures. No email or fax bids will be accepted. Mailed envelopes/boxes shall be clearly marked:

"SEALED BID- DO NOT OPEN"

Late bids will be returned to the bidder unopened. Hill County will not be responsible for unmarked/improperly marked bids or for bids delivered to the wrong location.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Hill County and may not be amended, altered or withdrawn without the approval of Hill County Commissioner's Court.

Hill County is exempt from Federal Excise and State Sales Tax: therefore, tax must not be included in this bid.

Hill County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

Description

This contract covers clearing trees, brush and undesirable vegetation (if needed), removal of existing fences (if needed) and fence construction (including gates) around the dam embankment and auxiliary spillway of the flood prevention site(s) listed in the bid schedule below which are located in Hill County, Texas.

Scope of work/Specifications: The Successful Bidder shall properly prepare all areas to be fenced,

- A. mechanically clear trees, brush and undesirable vegetation (if needed) and properly dispose of same, per "**Construction Specification 1-Clearing**"
- B. remove any existing fences marked for removal and properly dispose of same.

The Successful Bidder shall furnish all materials and equipment for fence construction and construct a fence as described in the attached specifications, maps and drawings (including a. **Construction Specification 82-Painting Metalwork**, b. **Construction Specification 92-Field Fence**, c. **Material Specification 591-Field Fencing Material** and d. **Fence detailed drawing sheet 1**).

Bidders may obtain additional copies of the specifications, maps and drawings from the Contracting Officer. All equipment operated on site must include fully functional roll bars and seat belts. All appropriate safety equipment and protocols must be used and implemented on worksite. **Contracting Officer may at his discretion remove any or all sites from this contract at any time if weather/environmental conditions make the mowing of a site unnecessary/undesirable.**

Commencement, Prosecution, and Completion of Work

The Successful Bidder shall be required to (a) commence work under this contract within 10 calendar days after the date the Successful Bidder receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use within the specified period of performance. The time stated for completion shall include final cleanup of the premises.

Period of Performance

The period of performance of this contract is from **May 8, 2019** through **July 31, 2019**. The contracting officer (CO) may grant additional work days due to adverse weather conditions at his sole discretion.

Damages

The Successful Bidder will be required to repair all damage to works of improvement caused by his operations under this contract. Any fence(s) damaged or removed to facilitate work will be restored by the Successful Bidder to a condition equal to or better than that existing prior to damage or removal.

Insurance

The Successful Bidder shall provide motor vehicle liability insurance in accordance to Texas laws for all vehicles, workers compensation insurance for all employees, and a minimum of \$1,000,000 in general liability protection suitable for all operations under this contract. **Proof of these policies must be submitted to the County attached to this bid package.** All Insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be maintained for the duration of the agreement.

Measurement and Payment

Clearing performed under this contract will be paid for using "Method 4", item # 7, **Construction Specification 1-Clearing. Fence removal and disposal** under this contract will be considered clearing and included in the lump sum bid for clearing. **New fence and gate construction** under this contract will be paid for using "Method 2", item # 10, **Construction Specification 92-Field Fence. Painting** of all metal pipe post and metal pipe structures (including all labor, equipment and materials) will be included in the bid item "New Fences" **Gates, gate posts & assemblies** under this contract the successful bidder will be paid for each designated gate constructed. If additional gates are needed each gate and assembly will be paid for at the individual bid per gate. Acreage within the work limits will be measured on the horizontal plane by using DGPS and ArcMap to the nearest 0.1 acre. Payment on all items will not be made until an invoice is received by the County and work on a specific site is complete and is certified by the County's Contracting Officer. Such payment will constitute full compensation for all labor, equipment, tools, mobilization, and incidentals necessary to complete work. A bill may be submitted for each site completed. Payments will not be made on sites partially completed.

Amendments

None.

Indemnification

The Successful Bidder agrees to indemnify, defend and hold Hill County, Hill County Commissioners' Court and/or its agents harmless from any loss, attorney fees, expenses or claims arising out of the Successful Bidder's work or activities relating to the project.

The Successful Bidder releases Hill County, Hill County Commissioners' Court and/or its agents from any claim, by subrogation or otherwise, from any damage to real or personal property or any personal injuries or death, regardless of cause, including the negligence of the Hill County, Hill County Commissioners' Court and/or its agents. This release applies only to the extent that is permitted by law, the damages are covered by insurance proceeds, and it does not adversely affect any insurance coverage.

SPECIFICATIONS AND CONTRACTOR'S/SUPPLIER'S BID PRICE:

- a. **Contractor /Supplier shall fill in ATTACHMENT A (page 8) with your proposed pricing. Product or service specifications are also included in ATTACHMENT A.**
- b. **Bidders may obtain additional copies of the specifications, maps and drawings from the Contracting Officer.**

BOARD APPROVAL:

Successful bidder will be awarded and notified after Hill County Commissioner Court approval.

Prices must be firm for the entire contract.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Evaluation criteria shall include, but is not limited to the following:

- a. Unit Price
- b. Special needs and requirements of Blacklands SWCD
- c. Hill County's experience with products/services bid
- d. Vendor's past performance record with Hill County
- e. Hill County's evaluation of vendor's ability to perform

HB 1295 Compliance winning bidder shall complete HB 1295 filings with the Texas Ethics Commission.

HB 89 all bidders shall certify that bidder does not boycott Israel.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest with the proposer. Hill County and/or its agents will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL: _____

REFERENCES
(FILL IN ONLY IF YOU ARE NOT A CURRENT SUPPLIER TO HILL COUNTY)

Please list three (3) references of current customers for which a similar product is provided. Other governmental entities or institutions with similar usages are preferred. Include addresses, contact person, and telephone numbers:

1 . ENTITY _____

2 . CONTACT _____

3 . TELEPHONE _____

4 . LOCATION _____

1 . ENTITY _____

2 . CONTACT _____

3 . TELEPHONE _____

4 . LOCATION _____

1 . ENTITY _____

2 . CONTACT _____

3 . TELEPHONE _____

4 . LOCATION _____

The undersigned agrees, this bid becomes the property of Hill County after the official opening.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee Hill County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Hill County prior to the official opening of this bid.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

NAME AND ADDRESS OF COMPANY

AUTHORIZED REPRESENTATIVE

Name

Signature

Address

Signature

City

Signature

Telephone

Fax

BID SCHEDULE
Bid # HC2019-09
Richland Chambers Creek Watersheds
Flood Retarding Structures
Fencing

Item No.	Work or Material:	Spec. No.	Estimated Quantity:	Unit:	Unit Price:	Subtotal:
<u>Chambers Site# 1</u>						
	Clearing /Fence Removal	1	I-Job	Lump Sum	\$	\$
2	Gates, gate posts & assembly	92		Each	\$	\$
3	New fences	92		Lin. Ft	\$	\$
				Total		\$ _____
 <u>Chambers Site #2</u>						
	Clearing /Fence Removal	1	I-Job	Lump Sum	\$	\$
2	Gates, gate posts & assembly	92		Each	\$	\$
3	New fences	92		Lin. Ft	\$	\$

 <u>Chambers Site # 3</u>						
	Clearing /Fence Removal	1	I-Job	Lump Sum	\$	\$
2	Gates, gate posts & assembly	92		Each	\$	\$
3	New fences	92		Lin. Ft	\$	\$

Chambers Site # 72

	Clearing /Fence Removal	I	I-Job	Lump Sum	\$	\$
2	Gates, gate posts & assembly	92		Each	\$	\$
3	New fences	92		Lin. Ft	\$	\$
						<hr/>

Chambers Site # 74

	Clearing /Fence Removal	I	I-Job	Lump Sum	\$	\$
2	Gates, gate posts & assembly	92		Each	\$	\$
3	New fences	92		Lin. Ft	\$	\$
						<hr/>

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

- (1) This Contract Agreement.
- (2) Contractor's Bid: Exhibit A.
- (3) Construction Specifications 1, 82, 92 and Material Specification 591.
- (4) Drawing Sheet 1 Fence Detail.
- (5) Arial maps-approximate location of new fence and gates to be constructed at each site.
- (6) Post-bid information and supplementary information submitted by Contractor prior to execution of this Contract Agreement.
- (7) Notice of Award
- (8) Notice to Proceed.
- (9) Notices of Final Completion and Acceptance.

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

COUNTY

CONTRACTOR

By Justin W. Lewis

County Judge

By _____

Title _ _ _ _ _

(CORPORATE SEAL)

Attest _ _ _ _ _

Attest _ _ _ _ _

Address for giving notices:
 Hill County
 P.O. Box 457
 Hillsboro, Texas 76645

Address for giving notices

This action authorized at an official meeting
 of the Hill County Commissioner's Court on _
 _____, 2019,
 Hillsboro, State of Texas.

License No. _____

Agent for service of process:

Justin W. Lewis
 Hill County Judge

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

Construction Specification I-Clearing

1. Scope

The work shall consist of the clearing and disposal of trees, snags, logs, brush, shrubs, stumps, and rubbish from the designated areas.

2. Classification

Unless otherwise specified in section 8, clearing will be classified according to the following definitions:

Class A- Requires that trees and other woody vegetation be removed so that the remaining stumps extend no higher than 4 inches above the ground surface.

Class B- Requires that trees and other woody vegetation be removed so that the remaining stumps extend no higher than 12 inches above the ground surface.

Class C- Requires that trees and other woody vegetation be removed as near the ground surface as conventional tools or field conditions will permit or as specified in section 8.

3. Protection of existing vegetation

Trees and other woody vegetation designated to remain undisturbed shall be protected from damage throughout the entire construction period. Any damage resulting from the contractor's operations or neglect shall be repaired by the contractor.

Earthfill, stockpiling of materials, vehicular parking, and excessive foot or vehicular traffic shall not be allowed within the dripline of vegetation designated to remain in place. Vegetation damaged by any of these or similar actions shall be replaced with viable vegetation of the same species or as specified in section 8 and approved by the contracting officer.

Any cuts, skins, scrapes, or bruises to the bark of the vegetation shall be carefully trimmed and local nursery accepted procedures used to seal damaged bark.

Any limbs or branches 0.5-inch or larger in diameter that are broken, severed, or otherwise seriously damaged during construction shall be cut off at the base of the damaged limb or branch flush with the adjacent limb or tree trunk.

All roots 1 inch or larger in diameter that are cut, broken, or otherwise severed during construction operations shall have the end smoothly cut perpendicular to the root. Roots exposed during excavation or other operations shall be covered with moist earth and/or backfilled as soon as possible to prevent them from drying.

4. Marking

The limits of the areas to be cleared will be marked by tapes, flags, tree markings, or other suitable methods. Trees to be left standing and uninjured will be designated by special markings placed on the trunks at a height of about 6 feet above the ground surface.

5. Clearing

All trees not marked for preservation and all snags, logs, brush, shrubs, stumps, rubbish, and similar materials shall be cleared from within the limits of the marked areas.

6. Disposal

All materials cleared from the designated areas shall be disposed of at locations shown on the drawings or in a manner specified in section 8. The contractor is responsible for complying with all local rules and regulations and the payment of any and all fees that may result from the disposal at locations away from the construction location.

7. Measurement and payment

Method 1 - For items of work for which specific unit prices are established in the contract, the cleared area is measured to the nearest 0.1 acre. Payment for clearing is made for the total area within the designated limits at the contract unit price for the specified class of clearing. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Method 2 - For items of work for which specific unit prices are established in the contract, the length of the cleared area is measured to the nearest full station (100 feet) along the line designated on the drawings or in the specifications. Payment for clearing is made for the total length within the designated limits at the contract unit price for the specified class of clearing. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Method 3 - For items of work for which specific unit prices are established in the contract, the cleared areas is measured within the specified limits to the nearest 0.1 acre. The cleared areas are determined by measuring the width cleared, within the specified limits, at representative sections and multiplying the average width between sections by the linear distance between sections. Payment for clearing is made at the contract unit price for the item and shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

Method 4 - For items of work for which specific lump sum prices are established in the contract, payment for clearing is made at the contract lump sum prices. Such payment shall constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

All Methods - These provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8.

8. Items of work and construction details

Construction Specification 82-Painting Metalwork

1. Scope

The work consists of cleaning metal surfaces and applying paints and protective coatings.

2. Paint

For the purpose of this specification, paints and coatings shall be designated by types as defined below. Materials for systems requiring two or more coats shall be supplied by the same manufacturer.

Unless otherwise specified and before application, the contractor shall furnish in writing to the engineer for approval a plan outlining procedures proposed for painting metalwork and a list of material including name of manufacturer, pertinent product identification names and numbers, and product data sheets. Data shall reflect the requirements set forth in this section.

Type 1 -Alkyd primer. Alkyd based, rust inhibitive primer shall be lead and chromate free. Primer shall have a minimum of 54 percent solids, by volume. Color availability shall be red, gray, and white. Primer shall be able to be applied satisfactory at 2 to 3 mils dry-film thickness in one coat.

Type 2 -Alkyd enamel (gloss). Alkyd based enamel shall be lead free. It shall have a minimum of 49 percent solids, by volume. Alkyd enamel shall be able to be applied satisfactory at 2 to 3 mils dry-film thickness in one coat. Finish shall be gloss.

Type 3 -Alkyd enamel (semigloss). Alkyd based enamel shall be lead free. It shall have a minimum of 55 percent solids, by volume. Alkyd enamel shall be able to be applied satisfactory at 2 to 3 mils dry-film thickness in one coat. Finish shall be semigloss.

Type 4 - Epoxy polyamide primer. Epoxy polyamide primer shall be lead and chromate free. It shall have a minimum of 56 percent solids, by volume. Epoxy primer shall be able to be applied satisfactory at 4 to 6 mils dry-film thickness in one coat. Color availability shall be red, gray, and white. Epoxy primer shall conform to A WWA Standard C 210 and AWWA Standard D I 02.

Type 5 - Epoxy polyamide (intermediate or finish). Epoxy polyamide shall be lead free. It shall have a minimum of 56 percent solids, by volume. Epoxy polyamide shall be able to be applied satisfactory at 4 to 6 mils dry-film thickness in one coat. Finish shall be semigloss. Epoxy finish shall conform to AWWA C 210 and AWWA D 102.

Type 6 -Acrylic polyurethane (gloss). Acrylic polyurethane shall be lead free. It shall have a minimum of 74 percent solids, by volume. Polyurethane shall be able to be applied satisfactory at 3 to 5 mils dry-film thickness in one coat. Finish shall be gloss.

Type 7-Acrylic polyurethane (semigloss). Acrylic polyurethane shall be lead free. It shall have a minimum of 58 percent solids, by volume. Polyurethane shall be able to be applied satisfactory at 3 to 5 mils dry-film thickness in one coat. Finish shall be semigloss.

Type 8 - Vinyl acid wash treatment. Pretreatment primer for galvanized and nonferrous metal. Pretreatment primer shall have a minimum of 8 percent solids, by volume. The applied dry-film thickness of pretreatment primer shall not exceed 0.5 mil. Steel primed with pretreatment primer shall be top coated within 6 to 8 hours in humid conditions.

Type 9 - Single package moisture cured urethane primer. Urethane primer shall have a minimum of 50 percent solids, by volume. Primer shall be able to be applied satisfactory at 2 to 3 mils dry-film thickness in one coat. Color shall be metallic aluminum.

Type 10 - Coal tar epoxy. Coal tar epoxy shall have a minimum of 75 percent solids, by volume, and conform to the requirements of NRCS Material Specification 583 Coal Tar Epoxy Paint (Steel Structures Paint Council PS No. 16, Type I). Coal tar epoxy shall be able to be applied satisfactory at 8 to 15 mils dry-film thickness in one coat.

3. Tinting

Tinting shall not be performed in the field unless otherwise specified.

4. Surface preparation

Surfaces to be painted shall be thoroughly cleaned before the application of paint or coatings. Surface preparations required by this specification are as designated by SSPC (Steel Structures Painting Council) and are summarized by the methods listed in this section.

Method 1-Near white blast (SSPC-SPI0). All surfaces to be coated shall be prepared by removing all grease and oil using steam cleaning or solvent cleaning methods per method 5. After degreasing is completed, sand or grit blasting shall be performed to remove all dirt, rust, mill scale, and other foreign material or residue. The cleaned, finished surface shall be a minimum of 95 percent free of all visible foreign material or residue.

Method 2-Commercial blast (SSPC-SP6). All surfaces to be coated shall be prepared by removing all grease and oil using steam cleaning or solvent cleaning methods per method 5. After degreasing is completed, sand or grit blasting shall be performed to remove all dirt, rust, mill scale, or other foreign material or residue. The cleaned, finished surface shall be a minimum of 67 percent free of all visible foreign material or residue.

Method 3-Brush-off blast cleaning (SSPC-SP7). All surfaces to be coated shall be prepared by removing all grease and oil using steam cleaning or solvent cleaning methods per method 5. After degreasing is completed, sand or grit blasting shall be performed to remove dirt, rust, mill scale, or other foreign material or residue. Mill scale, rust, and paint are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.

Method 4-Hand tool cleaning (SSPC-SP2). All surfaces to be coated shall be prepared by removing all oil or grease using steam cleaning or solvent cleaning methods per method 5. After degreasing is completed, nonpower handtools shall be used to remove loose, detrimental foreign material. Adherent mill scale, rust, and paint need not be removed.

Method 5-Solvent cleaning (SSPC-SP 1). Surfaces to be coated shall be prepared by removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from surfaces with solvents or commercial cleaners using various methods of cleaning, such as wiping, dipping, steam cleaning, or vapor degreasing.

5. Paint systems

For the purposes of this specification, systems of painting and coating metalwork are designated as defined in this section.

Paint system A-Consists of the application of one primer coat of type 1 and two or more coats of type 2 (gloss) or type 3 (semigloss) to provide a minimum dry-film thickness of 6 mils.

Paint system B-Consists of the application of one primer coat of type 9 and two or more coats of type 2 (gloss) or type 3 (semigloss) to provide a minimum dry-film thickness of 6 mils.

Paint system C-Consists of the application of one coat of type 4 and one or more coats of type 5 to provide a minimum dry-film thickness of 8 mils.

Paint system D-Consists of the application of one coat of type 4 primer, one coat of type 5, and one coat of type 6 (gloss) or type 7 (semigloss) to provide a minimum dry-film thickness of 11 mils.

Paint system E-Consists of the application of one coat of type 9 and one coat of type 6 (gloss) or type 7 (semigloss) to provide a minimum dry-film thickness of 5 mils.

Paint system F-Consists of the application of two coats of type 10 at a dry-film thickness of 8 mils. per coat. Total system shall provide a minimum dry-film thickness of 16 mils.

Paint system G-Consists of the application of two coats of type 4 and two coats of type 9 paint. Total system shall provide a minimum dry-film thickness of 14 mils.

6. Application of paint

Surfaces shall be painted immediately after preparation or within the same day as prepared with a minimum of one coat of the primer type specified. Remaining surfaces not required to be painted shall be protected against contamination and damage during the cleaning and painting operation.

Paints shall be thoroughly mixed immediately before application.

After erection or installation of the metalwork, all damage to shop-applied coating shall be repaired and all bolts, nuts, welds, and field rivet heads shall be cleaned and painted with one coat of the specified priming paint.

Initial priming coats shall be applied by brush except on surfaces accessible only to spray equipment. All other coats may be applied by brush or spray. Each coat shall be applied in such a manner to produce a paint film of uniform thickness with a rate of coverage within the guidelines and limits recommended by the paint manufacturer and as outlined in section 2 of this specification.

The drying time between coats shall be as prescribed by the paint manufacturer, but not less than that required for the paint film to thoroughly dry. The elapsed time between coats in paint system F shall not exceed 24 hours. If for any reason the critical recoat time is exceeded, the coated surface shall be treated with the manufacturer's recommended tackifier solvent or brush blasted to roughen the surface.

The finished surface of each coat shall be free from runs, drops, ridges, laps, or excessive brushmarks and shall present no variation in color, texture, and finish. The surface of each dried coat shall be cleaned as necessary before application of the next coat.

7. Atmospheric conditions

Paint application shall not be performed when the temperature of the item to be painted or the surrounding air is less than 50 degrees Fahrenheit. Painting shall be performed only when the humidity and temperature of the surrounding air and the temperature of the metal surfaces are such that evaporation rather than condensation results during the time required for application and drying. The surface shall be dry and a minimum of 5 degrees Fahrenheit above the dew point. Surfaces protected from adverse atmospheric conditions by special cover, heating, or ventilation shall remain so protected until the paint is thoroughly dry.

8. Tests

Dry-film thickness on ferrous metal shall be determined by the use of a nondestructive magnetic instrument, such as an Elcometer or Mikrotest gauge. Instruments shall have been calibrated within 1 month before use. Film thickness on nonferrous metal shall be determined with film gauges during the application process.

Systems with film thickness less than specified shall be brought into conformance by the application of one or more additional coats of the specified material.

9. Payment

For items of work for which lump sum prices are established in the contract, payment is made when work is complete, but after presentation of invoices by the contractor supporting actual related costs and evidence of the charges of suppliers, subcontractors, and others for supplies furnished and work completed

Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10 of this specification.

10. Items of work and construction details

Construction Specification 92-Field Fence

1. Scope

The work shall consist of furnishing and installing field fence, including gates and fittings.

2. Material

Material for field fence shall conform to the requirements of Material Specification 591. All wooden posts shall be of the same species, when available.

Unless otherwise specified, surfacing, cutting, and boring of preservative treated wooden posts and braces shall be completed before treatment. If field cutting or field repair of treated material is approved, all cuts and abrasions shall be carefully trimmed and coated with copper naphthenate preservative containing a minimum of 2.0 percent copper metal. The treatment preservative shall be applied

according to the product label. Any excess preservative not absorbed by the wood member shall be cleaned from the surface prior to the use of the member. Bored holes for connectors or bolts may be treated by pumping coal-tar roofing cement meeting ASTM D5643 into the holes using a caulk gun or similar device. After assembly, any unfilled holes shall be plugged with tightly fitting wooden plugs that have been treated with preservative as specified.

3. Setting posts

Concrete or wood posts shall be set in holes and backfilled with earth except where otherwise specified. Wood posts may be driven when approved by the engineer. Steel posts shall be driven unless otherwise specified.

Holes for installing fence posts shall be at least 6 inches larger than the diameter or side dimension of the posts.

Earth backfill around posts shall be thoroughly tamped in layers not thicker than 4 inches and shall completely fill the posthole up to the ground surface. Concrete backfill around posts shall be rodded into place in layers not thicker than 12 inches and shall completely fill the posthole to the surface of the ground. Backfill, either earth or concrete, shall be crowned-up around posts at the ground surface.

No stress shall be applied to posts set in concrete for a period of not less than 24 hours following the development of a firm set of the concrete.

4. Corner assembly

Unless otherwise specified in section 11, corner assemblies shall be installed at all points where the fence alignment changes 15 degrees or more.

5. End panels

End panels shall be built at gates and fence ends.

6. Pull post assembly

Pull post assembly (bracing within a section of straight fence) shall be installed at the following locations:

- a. In straight fence sections, at intervals not to exceed 660 feet.
- b. At any point where the vertical angle described by two adjacent reaches of wire is upward and exceeds 10 degrees (except as provided in section 11 of this specification).
- c. At the beginning and end of each curved fence section.

7. Attaching fencing to posts

The fencing shall be stretched and attached to posts as follows:

- a. The fencing wire or netting shall be placed on the side of the post opposite the area being protected except for installation along curved sections.
- b. The fencing wire or netting shall be placed on the outside for installation along curved sections.
- c. The fencing wire or netting shall be fastened to each end post, corner post, and pull post by wrapping each horizontal strand around the post and tying it back on itself with not less than three tightly wound wraps.
- d. The fencing wire or netting shall be fastened to wooden line posts by means of steel staples. Woven- wire fencing shall be attached at alternate horizontal strands. Each strand of barbed wire shall be attached to each post. Steel staples shall be driven diagonally with the grain of wood and at a slight downward angle and shall not be driven so tightly as to bind the wire against the post.
- e. The fencing wire or netting shall be fastened to steel or concrete line posts with either two turns of 14 gauge galvanized steel or iron wire or in accordance with recommendations provided by the post's manufacturer.

- f. Wire shall be spliced by means of a Western Union splice or by suitable splice sleeves applied with a tool designed for that purpose. The Western Union splice shall have no less than eight wraps of each end about the other. All wraps shall be tightly wound and closely spaced. Splices made with splice sleeves shall have a tensile strength no less than 80 percent of the strength of the wire being spliced.

8. Stays

Stays shall be attached to the fencing at the spacing outlined in section 11 or as shown on the drawings to ensure maintenance of the proper spacing of the fence wire strands.

9. Crossings at depressions and watercourses

Where fencing is installed parallel to the ground surface, the line posts subject to upward pull shall be anchored.

- a. If the fence wire or netting is installed parallel to the ground surface, the line posts subject to uplift shall be anchored by means of extra embedment or by special anchors as detailed on the drawings.
- b. If the fence wire is installed with the top wire straight and parallel to the ground surface on either side of the depression, extra length posts shall be used to allow normal post embedment. Unless otherwise specified, excess space between the bottom of the fence and the ground shall be closed with extra strands of barbed wire or with netting.

10. Measurement and payment

Method 1- The length of each type and kind of fence is measured to the nearest foot along the profile of the fence, including gate openings. Payment for each type and kind of fence is made at the contract unit price for that type and kind of fence. Such payment constitutes full compensation for completion of the work, including fabricating and installing gates.

Method 2- The length of each type and kind of fence is measured to the nearest foot along the profile of the fence, excluding gate openings. Payment is made at the contract unit price for the specified height of fence. The number of each size and type of gate installed is determined. Payment is made at the contract unit price for that type and size of gate. Such payment constitutes full compensation for all labor, material, equipment, and all other items necessary and incidental to the completion of the work.

All methods-The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 11 of this specification.

11. Items of work and construction details

Material Specification 591-Field Fencing Material

1. Scope

This specification provides the minimum quality requirements for the material used in the construction of field fences.

2. Wire gauge

When the size of steel wire is designated by gage number, the diameter shall be as defined for U.S. Steel Wire Gauge.

3. Fencing

Fencing material shall conform to the requirements of ASTM A 121 for barbed wire, ASTM A 116 for woven wire, ASTM A 390 for poultry fence or netting, and ASTM A 854 for high-tensile wire. Barbed wire and woven wire shall be class 3 zinc coated as specified in ASTM A 641 unless otherwise specified. High-tensile wire shall have type 1 zinc coating unless otherwise specified.

4. Stays, fasteners, and tension wire

Stays and fasteners shall conform to the requirements of the appropriate ASTM for the fencing material specified unless otherwise specified. Tension wires shall have a tensile strength not less than 58,000 pounds per square inch. Stays, fasteners and tension wire shall have class 3 zinc coating as specified in ASTM A 641 unless otherwise specified.

5. Wood fence posts and braces

Unless otherwise specified, wood posts shall be naturally rot resistant, preservative-treated, or other wood of equal life and strength. At least half the diameter or diagonal dimension of naturally rot resistant posts shall be in heartwood.

Provide new wood posts that are sound, free from decay with all limbs trimmed substantially flush with the body. All posts shall be substantially straight throughout their full length. Make tops convex rounded or inclined. Provide posts free of ring shake, season cracks more than a quarter-inch wide, splits in the end, and unsound knots. Pine shall be pressure treated in conformance with Material Specification 585, Wood Preservatives and Treatment Wood braces shall be of wood material equal to or better than construction grade Douglas fir. Wood braces shall be pressure treated.

6. Steel fence posts and braces

Steel fence posts and braces shall conform to the requirements of ASTM A 702 for steel fence posts and ASTM A 53 for bracing pipes. Posts with punched tabs for fastening the wires shall not be installed.

7. Concrete fence posts

Concrete fence posts shall be manufactured to the specified requirements of size, shape, and strength.

8. Panel gates

Panel gates shall be the specified types, sizes, and quality and shall include the necessary fittings required for installation. Gates shall be of rigid construction free from sag or twist. The fittings shall consist of not less than two hinges and one latch or galvanized chain for fastening. Latches shall be of such design that a padlock may be used for locking. All fittings shall not be of lesser quality than the gate manufacturer's standard.

9. Wire gates

Wire gates shall be the type shown on the drawings, constructed in accordance with specifications, at the locations, and to the dimensions shown on the drawings. The material shall conform to the kinds, grades, and sizes specified for new fence, and shall include the necessary fittings and stays.

10. Staples

Staples required to secure the fence wire to wood posts shall be 9-gauge galvanized wire with a minimum length of 1.5 inches for soft woods and a minimum length of 1 inch for close-grain hardwoods.

HILL COUNTY

REQUEST FOR BID

For

Mowing of Flood Prevention Sites in Hill County

Request For Bid# HC2019-10

Completed Sealed Bid Proposals Marked with the Bid Number
Must Be Received in the office of:

Hill County, Texas

80 N. Waco St.

P.O. Box 457
Hillsboro, TX 76645

By 9:00 am

On 5/3/2019

Bid Proposal Opening

At 10:00 am

On 5/3/2019

PRE BID CONFERENCE

AT 9:00 AM

ON April 26, 2019

NRCS Office

1504 US Hwy 77 N, Hillsboro, TX 76645

Hill County's (County) agent is:

Title - Contracting Officer (CO): Name - Justin W. Lewis Phone# - 254 582-4020

Mailing Address - P.o. Box 457 Hillsboro, Texas 76645

The Contractor's (Contractor) responsible party is:

Title- _____ Name- _____ Phone# - _____

Mailing Address- _____

All bids are to be submitted in duplicate. All bids, including a "NO BID", are due in the office of the Hill County Judge by the due date, in sealed envelopes/boxes. Original bid must contain all original signatures. No email or fax bids will be accepted. Mailed envelopes/boxes shall be clearly marked:

"SEALED BID- DO NOT OPEN"

Late bids will be returned to the bidder unopened. Hill County will not be responsible for unmarked/improperly marked bids or for bids delivered to the wrong location.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Hill County and may not be amended, altered or withdrawn without the approval of Hill County Commissioner's Court.

Hill County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

Hill County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the District.

Description

This contract covers the mowing and shredding of herbaceous vegetation on flood prevention site(s) in the Richland Chambers Watersheds located in Hill County, Texas.

Scope of work/Specifications: The Successful Bidder shall mow all areas within the grazing control fence surrounding the site. If the fence or sections of the fence are no longer present, the Successful Bidder may request that the work limits be delineated with visible markers. The Successful Bidder shall utilize either rigid-frame or batwing rotary mowers equipped with sharp blades and operated at the proper speed to cleanly cut the vegetation. The mower must be adjusted to provide a uniform mowing height of 5 to 9 inches or as directed by the CO. The Successful Bidder will be required to re-mow areas with rooster-tails or unevenly mowed vegetation. Do not mow wet ground when rutting can occur. If the slippage of the equipment tires creates rutting or causes damage to the existing desirable vegetation, the Successful Bidder shall be required to (a) stabilize the mowing tractor by connecting it to a truck or other equipment located on the crest of the dam embankment with a cable or chain or (b) use a dedicated slope-type mower. On slopes 2 to 1 or steeper, either **(a) or (b) will be required.** Equipment which will cause excessive disturbance to the vegetative cover and topsoil will not be permitted. All equipment operated on site must include fully functional roll bars and seat belts. All appropriate safety equipment and protocols must be used and implemented on worksite. Contracting Officer may at his discretion remove any or all sites from this contract at any time if weather/environmental conditions make the mowing of a site unnecessary/undesirable.

Commencement, Prosecution, and Completion of Work

The Successful Bidder shall be required to (a) commence work under this contract within 10 calendar days after the date the Successful Bidder receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use within the specified period of performance. The time stated for completion shall include final cleanup of the premises.

Period of Performance

The period of performance of this contract is from **May 8, 2019** through **July 31, 2019**. The CO may grant additional work days due to adverse weather conditions at their discretion.

Damages

The Successful Bidder will be required to repair all damage to works of improvement caused by his operations under this contract. Any fence(s) damaged or removed to facilitate work will be restored by the Successful Bidder to a condition equal to or better than that existing prior to damage or removal.

Insurance

The Successful Bidder shall provide motor vehicle liability insurance in accordance to Texas laws for all vehicles, workers compensation insurance for all employees, and a minimum of \$1,000,000 in general liability protection suitable for all operations under this contract. **Proof of these policies must be submitted to the County attached to this bid package.** All Insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be maintained for the duration of the agreement.

Payment

All work performed under this contract will be paid for at the unit price bid "per acre" for Mowing. Acreage within the work limits will be measured on the horizontal plane to the nearest 0.1 acre and will be listed on the Bid Schedule within this contract. Payment will not be made until an invoice is received by the County and work on a specific site is complete and is certified by the County's Contracting Officer. Such payment will constitute full compensation for all labor, equipment, tools, mobilization, and incidentals necessary to complete work. A bill may be submitted for each site completed. Payments will not be made on sites partially completed.

Amendments

None.

HB 1295 Compliance winning bidder shall complete HB 1295 filings with the Texas Ethics Commission.

HB 89 all bidders shall certify that bidder does not boycott Israel.

Indemnification

The Successful Bidder agrees to indemnify, defend and hold Hill County, Hill County Commissioners' Court and/or its agents harmless from any loss, attorney fees, expenses or claims arising out of the Successful Bidder's work or activities relating to the project.

The Successful Bidder releases Hill County, Hill County Commissioners' Court and/or its agents from any claim, by subrogation or otherwise, from any damage to real or personal property or any personal injuries or death, regardless of cause, including the negligence of Hill County, Hill County Commissioners' Court and/or its agents. This release applies only to the extent that is permitted by law, the damages are covered by insurance proceeds, and it does not adversely affect any insurance coverage.

SPECIFICATIONS AND CONTRACTOR'S/SUPPLIER'S BID PRICE: Contractor /Supplier shall fill in ATTACHMENT A (page 8) with your proposed pricing. Product or service specifications are also included in ATTACHMENT A.

BOARD APPROVAL:

Successful vendor(s) will be awarded and notified after Hill County Commissioner's Court approval.

Prices must be firm for the entire contract.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Evaluation criteria shall include, but is not limited to the following:

- a. Unit Price
- b. Special needs and requirements of Blacklands SWCD
- c. Hill County's experience with products/services bid
- d. Vendor's past performance record with Hill County
- e. Hill County's evaluation of vendor's ability to perform

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest with the proposer. Hill County and/or its agents will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

REFERENCES

(FILL IN ONLY IF YOU ARE NOT A CURRENT SUPPLIER TO HILL COUNTY)

Please list three (3) references of current customers for which a similar product is provided. Other governmental entities or institutions with similar usages are preferred. Include addresses, contact person, and telephone numbers:

1. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

2. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

3. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

The undersigned agrees, this bid becomes the property of Hill County after the official opening.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Hill County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Hill County prior to the official opening of this bid.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

NAME AND ADDRESS OF COMPANY

AUTHORIZED REPRESENTATIVE

Name

Signature

Address

Signature

City

Signature

Telephone

Fax

ATTACHMENT "A"
Bid # 2019-10
Bid Requirements

Bid schedule

Site	Watershed	Work Description	Acreage *	Your bid x {acre}	Your bid = {per acre}
74	Chambers	Mow	unk	x	=
72	Chambers	Mow	unk	x	=
1	Richland Chambers	Mow	unk	x	=
2	Richland Chambers	Mow	unk	x	=
3	Richland Chambers	Mow	unk	x	=

*Acreage within the work limits will be measured on a horizontal plane to the nearest 0.1 acre.

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

- (1) This Contract Agreement.
- (2) Contractor's Bid: Exhibit A.
- (4) Post-bid information and supplementary information submitted by Contractor prior to execution of this Contract Agreement.
- (5) Notice of Award
- (6) Notice to Proceed.
- (7) Notices of Final Completion and Acceptance.

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

COUNTY

CONTRACTOR

Hill County, Texas,

By _____

By _____

Justin W. Lewis
Hill County Judge

Title _____

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices:

Address for giving notices

Hill County, Texas
P.O. BOX 457
Hillsboro, Texas 76645

This action authorized at an official meeting
of the Hill County Commissioner's Court on
_____, 2019,
Hillsboro, State of Texas.

License No. _____

Agent for service of process:

Justin W. Lewis
County Judge
Hill County, Texas

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

Hill County, Texas
REQUEST FOR BID
For
Mechanical Clearing of Flood Prevention Sites in Hill County

Request For Bid# HC2019-11

Completed Sealed Bid Proposals Marked with the Bid Number
Must Be Received in the office of:

Hill County Judge
P.O. Box 457
Hillsboro, TX 76645

By 9:00 am
On 5/03/2019

Bid Proposal Opening
At 10:00 am
On 5/03/2019

PRE BID CONFERENCE
AT 9:00 AM
ON April 26, 2019
NRCS Office
1504 US Hwy 77 N, Hillsboro, TX 76645

Hill County's (County) agent is:

Title - Contracting Officer (CO): Name - Justin W. Lewis Phone# - 254-582-4020

Mailing Address - P.O. BOX 457, Hillsboro, TX 76645

The Contractor's (Contractor) responsible party is:

Title - _____:Name - _____ Phone# _____

Mailing Address _____

All bids are to be submitted in duplicate. All bids, including a "NO BID", are due in the office of the Hill County Judge by the due date, in sealed envelopes/boxes. Original bid must contain all original signatures. No email or fax bids will be accepted. Mailed envelopes/boxes shall be clearly marked:

"SEALED BID- DO NOT OPEN"

Late bids will be returned to the bidder unopened. Hill County will not be responsible for unmarked/improperly marked bids or for bids delivered to the wrong location.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Hill County and may not be amended, altered or withdrawn without the approval of Hill County Commissioner's Court.

Hill County is exempt from Federal Excise and State Sales Tax: therefore, tax must not be included in this bid.

Hill County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

Description

This contract covers clearing trees, brush and undesirable vegetation (if needed), removal of existing fences (if needed) of the flood prevention site(s) listed in the bid schedule below which are located in Hill County, Texas.

Scope of work/Specifications: All woody vegetation not marked for preservation including trees, snags, logs, brush, shrubs, stumps, and rubbish shall be cleared from within the work limits and moved to a designated disposal site as shown on site map. All trees not marked for preservation and all snags, logs, brush, stumps, shrubs, rubbish, and similar materials shall be cleared from within the limits of the designated areas. Unless otherwise specified, all stumps, roots, and root clusters that have a diameter of 1 inch or larger shall be grubbed out to a depth of at least 2 feet below subgrade for concrete structures and 1 foot below the ground surface at embankment sites and other designated areas. Stumps shall not protrude more than 3 inches above the general grade line of the soil. Apply Remedy Ultra® or generic equivalent (acid equivalent: triclopyr - 43.46% - 41b/gal active ingredient) to all stumps immediately after cutting in accordance to the section titled "Cut Stump Treatment" listed within the manufacturer's label. All ruts, divots, and soil piles shall be backfilled or leveled once debris is removed from work limits. Unless otherwise specified, all debris removed from work limits shall be burned. Debris that will not burn shall be buried at the location designated on the site map. The Contractor shall inform the County Sheriff's Office of all plans to burn and notify the County Sheriff's Office when debris will be burned. Burning shall be done in a manner that prevents harm to surrounding property. The Contractor shall consider wind direction prior to burning and prevent smoke from hindering traffic on public roadways.

- A. mechanically clear trees, brush and undesirable vegetation (if needed) and properly dispose of same, per "**Construction Specification 1-Clearing**" and **Construction Specification 2-Clearing and Grubbing**,
- B. remove any existing fences marked for removal and properly dispose of same.

Contractor may obtain additional copies of the specifications, maps and drawings from the Contracting Officer. All equipment operated on site must include fully functional roll bars and seat belts. All appropriate safety equipment and protocols must be used and implemented on worksite. **Contracting Officer may at his discretion remove any or all sites from this contract at any time if weather/environmental conditions make the mowing of a site unnecessary/undesirable.**

Commencement, Prosecution, and Completion of Work

The Successful Bidder shall be required to (a) commence work under this contract within 10 calendar days from the date the Successful Bidder receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use within the specified period of performance. The time stated for completion shall include final cleanup of the premises.

Period of Performance

The period of performance of this contract is from **May 8, 2019** through **July 31, 2019**. The CO may grant additional work days due to adverse weather conditions at their discretion.

Damages

The Successful Bidder will be required to repair all damage to works of improvement caused by his operations under this contract. Any fence(s) damaged or removed to facilitate work will be restored by the Successful Bidder to a condition equal to or better than that existing prior to damage or removal.

Insurance

The Successful Bidder shall provide motor vehicle liability insurance in accordance to Texas laws for all vehicles, workers compensation insurance for all employees, and a minimum of \$1,000,000 in general liability protection suitable for all operations under this contract. Liability policies will name Hill County in a Waiver of Transfer of Rights of Recovery ("Ongoing Operations") endorsement. All Insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be maintained for the duration of the agreement. **Proof of these policies must be submitted to the County attached to this bid package.**

Payment

All work performed under this contract will be paid for at the unit price bid "per acre" for Mowing. Acreage within the work limits will be measured on the horizontal plane to the nearest 0.1 acre and will be listed on the Bid Schedule within this contract. Payment will not be made until an invoice is received by the County and work on a specific site is complete

and is certified by the County's Contracting Officer. Such payment will constitute full compensation for all labor, equipment, tools, mobilization, and incidentals necessary to complete work. A bill may be submitted for each site completed. Payments will not be made on sites partially completed.

Amendments

None.

HB 1295 Compliance winning bidder shall complete HB 1295 filings with the Texas Ethics Commission.

HB 89 all bidders shall certify that bidder does not boycott Israel.

Indemnification

The Successful Bidder agrees to indemnify, defend and hold Hill County, Hill County Commissioners' Court and/or its agents harmless from any loss, attorney fees, expenses or claims arising out of the Successful Bidder's work or activities relating to the project.

The Successful Bidder releases Hill County, Hill County Commissioners' Court and/or its agents from any claim, by subrogation or otherwise, from any damage to real or personal property or any personal injuries or death, regardless of cause, including the negligence of the Hill County, Hill County Commissioners' Court and/or its agents. This release applies only to the extent that is permitted by law, the damages are covered by insurance proceeds, and it does not adversely affect any insurance coverage.

SPECIFICATIONS AND CONTRACTOR'S/SUPPLIER'S BID PRICE: Contractor /Supplier shall fill in ATTACHMENT A (page 8) with your proposed pricing. Product or service specifications are also included in ATTACHMENT A.

BOARD APPROVAL:

Successful vendor(s) will be awarded and notified after Hill County Commissioner's Court approval.

Prices must be firm for the entire contract.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Evaluation criteria shall include, but is not limited to the following:

- a. Unit Price
- b. Special needs and requirements of Blacklands SWCD
- c. Hill County's experience with products/services bid
- d. Vendor's past performance record with Hill County and Blacklands SWCD
- e. Hill County's evaluation of vendor's ability to perform

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest with the proposer. Hill County and/or its agents will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY , STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

REFERENCES

(FILL IN ONLY IF YOU ARE NOT A CURRENT SUPPLIER TO HILL COUNTY)

Please list three (3) references of current customers for which a similar product is provided. Other governmental entities or institutions with similar usages are preferred. Include addresses, contact person, and telephone numbers:

1. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

2. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

3. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

The undersigned agrees, this bid becomes the property of Hill County after the official opening.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Hill County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Hill County prior to the official opening of this bid.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

NAME AND ADDRESS OF COMPANY

AUTHORIZED REPRESENTATIVE

Name

Signature

Address

Signature

City

Signature

Telephone

Fax

BID SCHEDULE
Contract# HC2019-11
Chambers Creek Watershed
Flood Retarding Structures
Site Clearing

Item No.	Work or Material:	Spec. No.	Estimated Quantity:	Unit:	Unit Price:	Subtotal:
<u>Chambers Creek # 1</u>						
	Clearing /Debris Removal		I-Job	Lump Sum	\$	\$
<u>Chambers Creek # 2</u>						
	Clearing / debris removal		I-Job,	Lump sum	\$	\$
<u>Chambers Creek # 3</u>						
	Clearing / debris removal		I-Job,	Lump sum	\$	\$
<u>Chambers Creek # 72</u>						
	Clearing / debris removal		I-Job,	Lump sum	\$	\$
<u>Chambers Creek # 74</u>						
	Clearing / debris removal		I-Job,	Lump sum	\$	\$

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

- (1) This Contract Agreement.
- (2) Contractor's Bid: Exhibit A.
- (4) Post-bid information and supplementary information submitted by Contractor prior to execution of this Contract Agreement.
- (5) Notice of Award
- (6) Notice to Proceed.
- (7) Notices of Final Completion and Acceptance.

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

COUNTY

CONTRACTOR

Hill County, Texas,

By _____
Justin W. Lewis Hill
County Judge

By _____
Title _____

(CORPORATE SEAL)

Attest

Attest _____

Address for giving notices:

Address for giving notices

Hill County, Texas
P.O. BOX 457
Hillsboro, Texas 76645

This action authorized at an official meeting
of the Hill County Commissioner's Court on
May _____, 2019,
Hillsboro, State of Texas.

License No. _____

Agent for service of process:

Justin W. Lewis
Hill County Judge

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

