

## NOTICE TO BIDDERS

Notice is hereby given that Emergency Service District #5 seeks bids for **ESD5 Facility Improvements**. Specifications concerning these bids may be obtained from the office Intrepid Surveying & Engineering Corp, Attn: Russell Jaskinia, PE, CFM, at [RussellJ@intrepidtx.com](mailto:RussellJ@intrepidtx.com) or on our website at [www.co.wilson.tx.us](http://www.co.wilson.tx.us). Bids must be submitted according to the plans and specifications as outlined in the bid packet. All bids are due on or before September 1st, 2022 prior to 10am in the Office of Intrepid. Bids must be enclosed in a sealed envelope, addressed to ESD5 and the outside of the envelope must be marked: **“ESD5 Facility Improvements”**, September 1st, 2022 at 10 AM. The name, address, and license number of the Bidder must be plainly marked thereon. All bids are to be opened September 1st, 2022 at 10 am, in the office of Intrepid, 1004 2<sup>nd</sup> Street, Floresville, TX 78114. **LATE BIDS WILL NOT BE ACCEPTED.** ESD5 reserves the right to reject any and all bids. If you have any questions or need further assistance please contact Russell Jaskinia at 830-393-8833.  
for furnishing all **Labor, Materials, and Equipment** for performing all work required for the construction of:

### ESD5 FACILITY IMPROVEMENTS

Bidder shall be responsible for familiarizing themselves with the project plans and the site and shall assume the risk of any errors or omissions in their Bid.

Any Bidder who desires an explanation or interpretation of the Plans, Technical Specifications, or Bid Documents, or wishes to submit a request for alternative materials consideration, shall request such in writing. Questions will be accepted via email or telephone until noon (local time) on Monday one week prior to the bid opening. Responses will be made available to all Bidders. Questions and requests should be directed to Russell Jaskinia, P.E. at [russellj@intrepidtx.com](mailto:russellj@intrepidtx.com) or 830-393-8833.

Bids shall be submitted in sealed envelopes and marked **“ESD5 Facility Improvements”** to be opened at 10:00 A.M., September 1st, 2022. Any bid received after 10:00 A.M. on September 1st, 2022 will be returned to the Bidder unopened. Opened bids will be kept on file and available for inspection for one year.

All Bids shall be accompanied by a cashier's or certified check drawn on a state or local bank in the amount of five percent (5%) of the total maximum bid price, and payable without recourse to ESD5, Texas, or a Bid Bond in the same amount from a reliable surety company authorized to do business in the State of Texas, as a guarantee that the Bidder will enter into a Contract.

ESD5 reserves the right to reject any and all bids and to waive any informalities and irregularities in the bids received. ESD5 also reserves the right to determine which bid by a responsible bidder is lowest and best and to award the Contract on that basis. Bids shall remain valid for ninety (90) days.

Copies of the Plans, Technical Specification and Bid Documents may be secured for a non-refundable deposit of Fifty Dollars (\$50.00) per set or obtain a free pdf of the same may be obtained from the Engineer, Intrepid Surveying and Engineering Corp., 1004 C Street, Floresville, Texas 78114, at (830) 393-8833.

Wilson County Emergency Service District #5

Adam Strzelczyk  
ESD5 Fire Chief

Publication Date:	:	Wednesday, July 20th & July 27th, 2022
Closing Date	:	Thursday, September 1st, 2022 @ 10:00 a.m.
Opening Date	:	Thursday, September 1st, 2022 @ 10:00 a.m.

## **STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

### **I. DEFINITIONS AND TERMINOLOGY**

Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

### **II. DEFINED TERMS**

- a. **Addenda-** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Proposed Contract Documents.
- b. **Agreement-** The written instrument which is evidence of the agreement between Owner and Contractor covering the work.
- c. **Application for Payment-** The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- d. **Change Order-** A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- e. **Contract-** The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- f. **Contract Price-** The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
- g. **Contract Times-** The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion, and (ii) Complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- h. **Contractor-** The individual or entity with whom Owner has entered into the Agreement.
- i. **Engineer-** The individual or entity named as such in the Agreement.
- j. **Notice to Proceed-** A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- k. **Owner-** The entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed, namely ESD5.
- l. **Substantial Completion-** The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

### **III. TERMINOLOGY**

- a. **Day-** Means a calendar day of 24 hours measured from midnight to the next midnight.
- b. **Defective-** The word "defective," when modifying the word "Work", refers to Work that is unsatisfactory, faulty or deficient in that it:
  - A. Does not conform to the Contract Documents; or
  - B. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - C. Has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.).

#### **IV. PRELIMINARY MATTERS**

##### **a. Delivery of Bonds and Evidence of Insurance**

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor shall deliver to the Owner copies of insurance the Contractor is required to purchase and maintain during the course of the Contract.

##### **b. Commencement of Contract Times; Notice to Proceed**

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, If a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### **V. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

##### **a. Intent**

- A. The Contract Documents are Complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

##### **b. Reference Standards**

###### **A. Standards, Specifications, Codes, Laws and Regulations**

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Texas Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Texas Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

##### **c. Reporting and Resolving Discrepancies**

###### **A. Reporting Discrepancies:**

- i. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- ii. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

###### **B. Resolving Discrepancies:**

- i. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- 1) the provisions of any standard, specification, manual, or code, or the instruction of any Supplier.
- d. **Amending and Supplementing Contract Documents**
  - A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

## **VI. BONDS AND INSURANCE**

- a. **Performance and Payment Bonds**
  - A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified, whichever is later.
  - B. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State where the Project is located or it ceases to meet the requirements, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements.
- b. **Certificates of Insurance**
  - A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, Certificates of Insurance which Contractor is required to purchase and maintain.
  - B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- c. **Contractor's Insurance**
  - A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection to Owner from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, and Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
    - i. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
    - ii. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
    - iii. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees
    - iv. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
      - 1) By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
      - 2) By any other person for any other reason;
    - v. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
    - vi. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. **County's Sovereign Immunity**

- A. No provision of this Contract shall waive any sovereign immunity or other defense available to ESD5, its elected officials, employees and agents under Texas law.

**VII. CONTRACTOR'S RESPONSIBILITIES**

a. **Supervision and Superintendence**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

b. **Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

c. **Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

d. **Concerning Subcontractors, Suppliers, and Others**

- A. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

- i. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - ii. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- B. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- C. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- e. **Record Documents**
  - A. Contractor shall maintain in a safe place at the Site one record copy of all Plans, Drawings, Technical Specifications, Addenda, Change Orders, Work Change Directives, and written interpretations and clarifications in good order and annotated to show changes made during construction. Upon completion of the Work, these record documents will be delivered to Engineer for Owner.
- f. **Safety and Protection**
  - A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, contractor to include cost of all traffic control and road closure barricades during times of construction when road will be not safely passable.
  - B. Contractor agrees to remove all construction debris and leave the construction site in good repair and clean condition.
  - C. If conditions, included but not limited to, hazardous materials, are encountered within the work site which are subsurface or otherwise concealed, and which differ from those ordinarily found to exist in like projects, Contractor shall immediately notify Engineer and Adam Strzelczyk, Fire Chief Precinct 2, so the Owner can promptly investigate such conditions. If they differ materially from the conditions expected for the site and cause an increase or decrease in the Contractor's cost and/or time for performance, the Owner will negotiate with Contractor an equitable adjustment in the price described herein or time allowed for the work.

## **VIII. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

- a. **Change of Contract Price**
  - A. The Contract Price may only be changed by a Change Order.
- b. **Change of Contract Times**
  - A. The Contract Times may only be changed by a Change Order.
- c. **Delays**
  - A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made.

## **VIII. PAYMENTS TO CONTRACTOR AND COMPLETION**

- a. **Progress Payments**
  - A. **Applications for Payments:**
    - i. At the time agreed to by all parties, once a month the Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and

accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

- ii. Beginning with the second Application for Payment, each Application shall include an Affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - iii. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- b. **Review of Applications:**
  - A. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- c. **Contractor's Warranty of Title**
  - A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.
- d. **Substantial Completion**
  - A. When Contractor considers the entire Work ready for its intended use Contractor shall notify the Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
  - B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
  - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
- e. **Partial Utilization**
  - A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work.
- f. **Final Inspection**
  - A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the



Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**g. Final Payment**

**A. Application for Payment:**

- i. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all guarantees, bonds, certificates or other evidence of insurance, marked-up record documents and other documents, Contractor may make application for final payment following the procedure for progress payments.
- ii. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, including but not limited to the evidence of insurance and complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- iii. In lieu of the releases or waivers of Liens specified and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

**h. Engineer's Review of Application and Acceptance:**

- A. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**X. DISPUTE RESOLUTION**

**a. Methods and Procedures**

- A. Dispute resolution shall be resolved by the procedures used and approved by ESD5, Texas.

**XI. MISCELLANEOUS**

**a. Giving Notice**

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - i. delivered in person to the individual or to a member of the firm or to an officer for whom it is intended; or
  - ii. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

b. **Computation of Times**

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the first day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

c. **Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services or Contractor.

d. **Controlling Law**

- A. This Contract is to be governed by the law of the state of Texas.

e. **Headings**

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **INSTRUCTIONS TO BIDDERS**

### **BID SUBMISSION**

Bids may be submitted in person, by mail, or by delivery service.

- Submit bids via mail or delivery service to Attention: County Auditor, 1420 3<sup>rd</sup> St., Ste109, Floresville, Texas 78114
- To submit a bid via mail or delivery service, all documents must be returned and an original signature provided on the "Proposal to Bidders" sheet.
- Bids will not be accepted in either format without a signature.
- ESD5 is not responsible for mail or delivery service.

### **COMPLETING INFORMATION**

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at ESD5's option.

### **SCHEDULE**

A construction schedule should be submitted with the bids and is an important factor to ESD5. ESD5 requests to be notified if the construction schedule is going to be delayed. Failure of the bidder to meet guaranteed dates or service performance could cause a termination of the Contract. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Engineer and Adam Strzelczyk, Fire Chief, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the performance schedule or be construed as a waiver by ESD5 of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the performance schedule.

### **ADDENDA**

Addenda will be issued by email to all vendors holding bid packages who registered with ESD5, and will be placed on ESD5's official website

### **CHANGES OR ALTERATIONS**

No part of this bid may be changed/altered in any way. Bidders must submit written requests to change any specifications/conditions with their proposal.

**Changes made without submission of a written request to this bid will result in disqualification.**

### **REQUEST FOR NON-CONSIDERATION**

Bids deposited with ESD5 cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Engineer and received by ESD5 prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

## **BID CONSIDERATION/TABULATION**

After bids are opened and publicly read, the bids will be tabulated for comparison based on the bid prices and quantities (lowest and best responsible bidder) or by the best value method shown in the Proposal. Until final award of the Contract, ESD5 reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or propose to do the work otherwise in the best interests of ESD5.

## **BEST VALUE METHOD CONSIDERATION OF BIDS**

The following items will be considered when an award is based on the best value method:

- The Bid price;
- The reputation of the Bidder and the Bidder's services;
- The quality of the Bidder's services
- The extent to which the services meet ESD5's needs;
- The Bidder's past relationship with ESD5;
- The impact on the ability of ESD5 to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to ESD5 to acquire the Bidder's services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

## **REJECTION OF BIDS**

ESD5 reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said County.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, ESD5 reserves the right to waive any irregularities and to make the award in the best interests of ESD5.

ESD5 reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against ESD5.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of ESD5 will prevent or hinder the prompt completion of additional work if awarded.

## **CANCELLATION OF BIDS**

Bids may be cancelled with 30 days written notice with good cause.

## **PAYMENT TERMS & CONDITIONS**

All bids shall specify terms and conditions of payment, which will be considered as part of but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discount given on such payment, will be considered only if in the opinion of the Fire Chief the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of ESD5 to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

No payment will be made until approved by Fire Chief's Court in a posted open meeting.

## **CONTRACT CLAUSE**

All Bidders understand and agree that the bidder's bid response will become a legally binding contract upon acceptance in writing by ESD5. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

## **DEFAULT**

In case of default of the successful bidder, ESD5 may procure the articles and services from other sources and hold the bidder responsible for any excess cost occasioned thereby.

## **DELIVERY OF CONSTRUCTION MATERIALS**

ESD5 reserves the right to demand bond or penalty to guarantee services and delivery by the date indicated. If the Bidder fails to complete the expected construction by the guaranteed date, ESD5 reserves the right to terminate the contract without liability on its part. All material prices are to be F.O.B. ESD5, Texas, all freight prepaid.

## **ANNUAL CONTRACT FUNDING**

ESD5 operates on a fiscal year that ends on the last day of September. Because state law mandates that a county may not commit funds beyond a fiscal year, this bid is subject to cancellation of funds are not approved in the next fiscal year.

## **BRAND NAMES**

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Fire Chief to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicated in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

## **INSURANCE**

Deductibles of any type are the responsibility of the bidder/contractor.

**MISCELLANEOUS**

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components that are not new is necessary or desirable, they shall notify the Engineer and Adam Strzelczyk, Fire Chief, immediately, in writing, including the reasons therefore and proposing any consideration which will flow to ESD5 if authorization to use supplies or components is granted.

**SALES TAX**

The total for each bid submitted must include any applicable taxes. Although ESD5 is exempt from most county, state, or federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. ESD5 cannot determine for the bidder whether or not the bid is taxable to ESD5. The Bidder through the Bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

**INDEMNIFICATION**

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents; or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers, the Contractor shall indemnify and save harmless the Owner and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

## **CERTIFICATE OF INTERESTED PARTIES:**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

### **Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.

Information regarding how to use the filing application is available at:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Please follow instructional Video for Business Entities.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



## SPECIAL CONDITIONS

1. ESD5 reserves the right to make a bid award to either one vendor whose bid is the best value for ESD5, or to multiple vendors. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.
2. Quantities as shown on the Proposal Sheet are estimates. ESD5 reserves the right to increase or decrease these quantities during this agreement if any changes to the construction plans occur.
3. ESD5 reserves the right to cancel this agreement upon thirty (30) days written notice with good cause.
4. ESD5 reserves the right to require samples on any item prior to bid award.
5. Bid shall be awarded based on the "Best Value" to ESD5.
6. Pages 2 through 16 must be submitted to be considered.
7. **Payment receipts will be submitted to the engineer for review before payment is made. ESD5 reserves the right to reject payment receipts if specified work on the receipt has not been completed.**
8. ESD5 operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law states that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## SPECIFICATIONS

Compliance with or variation from the specifications must be noted for each item on the specification sheet. All variations from specifications must be noted on the bid form.

**ALL MATERIALS / SERVICES SHALL MEET CITY AND STATE CODE MINIMUM REQUIRMENTS, CONTRACTOR TO CONTACT FIRE CHIEF OR ARCHITECT FOR FURTHER DETAILS.**

## PROPOSAL QUANTITIES AND SCHEDULE

Variations from specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to ESD5. Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Fire Chief and reviewing engineer if so proven.

## ESTIMATED QUANTITIES

Building Improvements					
1.	1,590 SQFT Building Expansion (See Architect Plans)	1	LS		
	Lump Sum Bid to Include All Building Items (i.e.Slab, MEP, HVAC)				
Building Improvements Subtotal:					\$ -
<b>Building Improvements Total:</b>					<b>\$ -</b>
Notes:					
a) Contractors Bids shall include scheduling					
b) Pavement Section: No Geotech Available, Use TxDOT minimums					
c) Building Improvments based on Architect Plans, contact Architect or Fire Chief for Bidding Questions					

**ESTIMATED CONSTRUCTION SCHEDULE IS TO BE COMPLETED BY THE CONTRACTOR/BIDDER AND ATTACHED TO THE BID PACKAGE. CONTRACTOR TO INCLUDE ALL INSURANCE AND BONDING INFORMATION AS NECESSARY.**

## CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with ESD5 Auditor of ESD5 not less than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **ESD5 requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law, this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>TH</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.  
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which his questionnaire is filed AND describe the affiliation or business relationship.

## CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**FORM CIQ**

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6

\_\_\_\_\_  
Signature of person doing business with governmental entity

\_\_\_\_\_  
Date



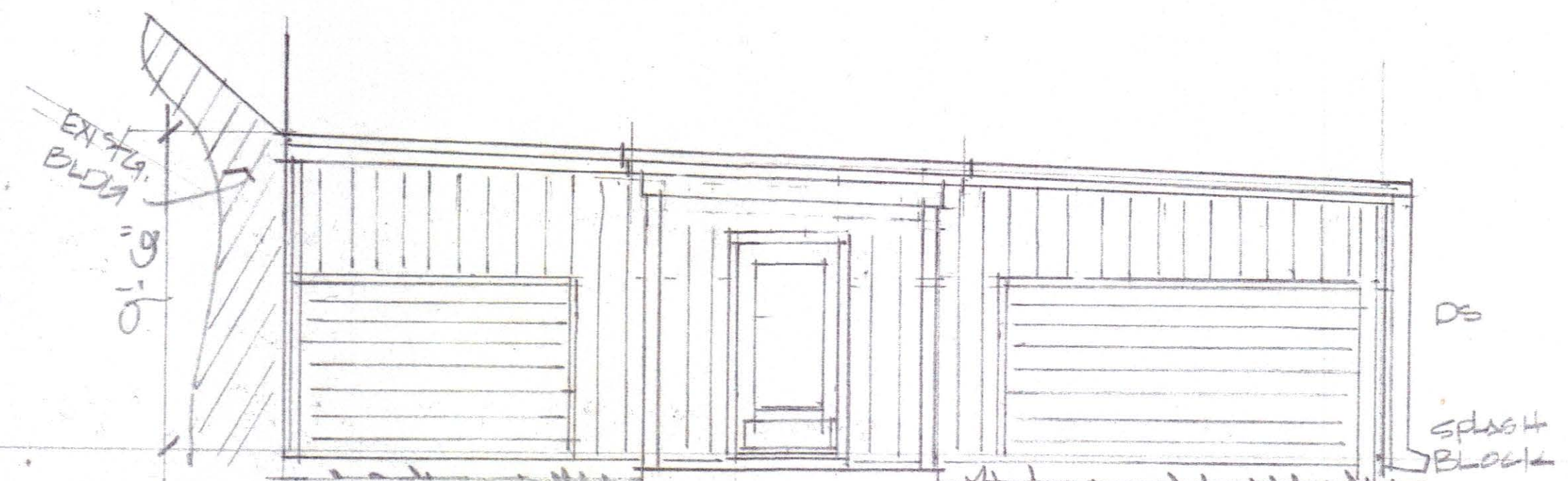
BUCK HOUSE 4  
 WILSON COUNTY  
 FLORESVILLE ESD # 5 TEXAS

KENNETH J. JACOBSON  
 REG. # 1072-SXD  
 WHITE ROCK MOUNTAIN  
 2007-2010 909 8529

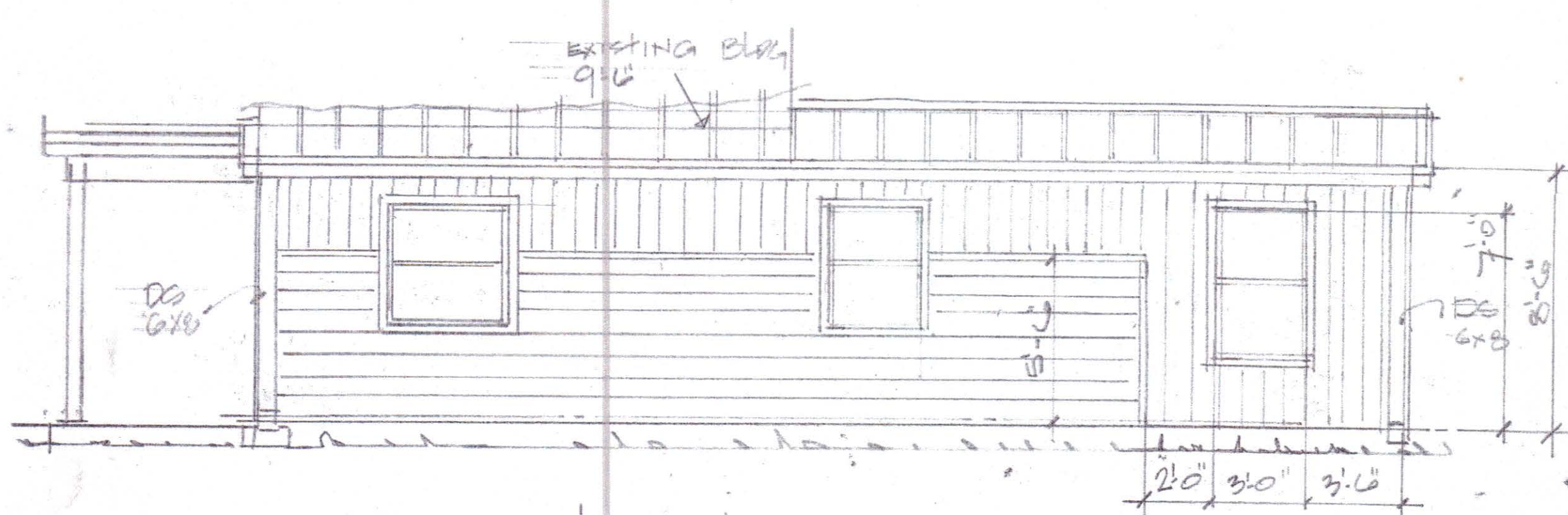
DATE JUL 1 2001  
 SHEET  
 A3  
 of



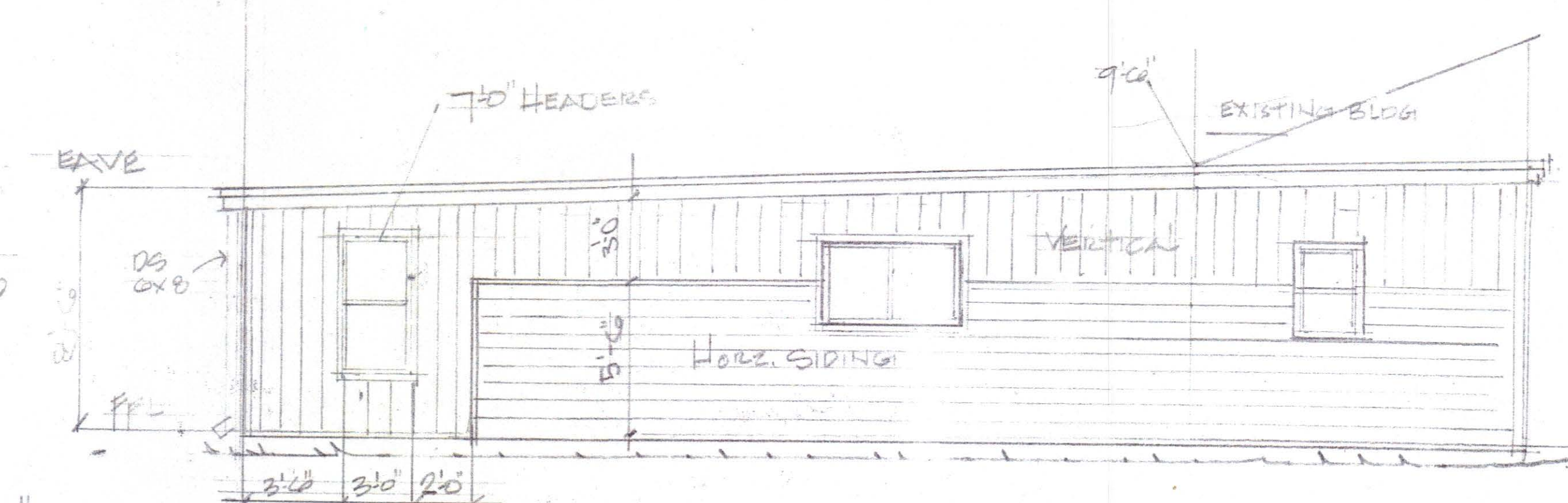
303 RIGHT VIL 4'-10" SCALE



304 ENTRY VIL

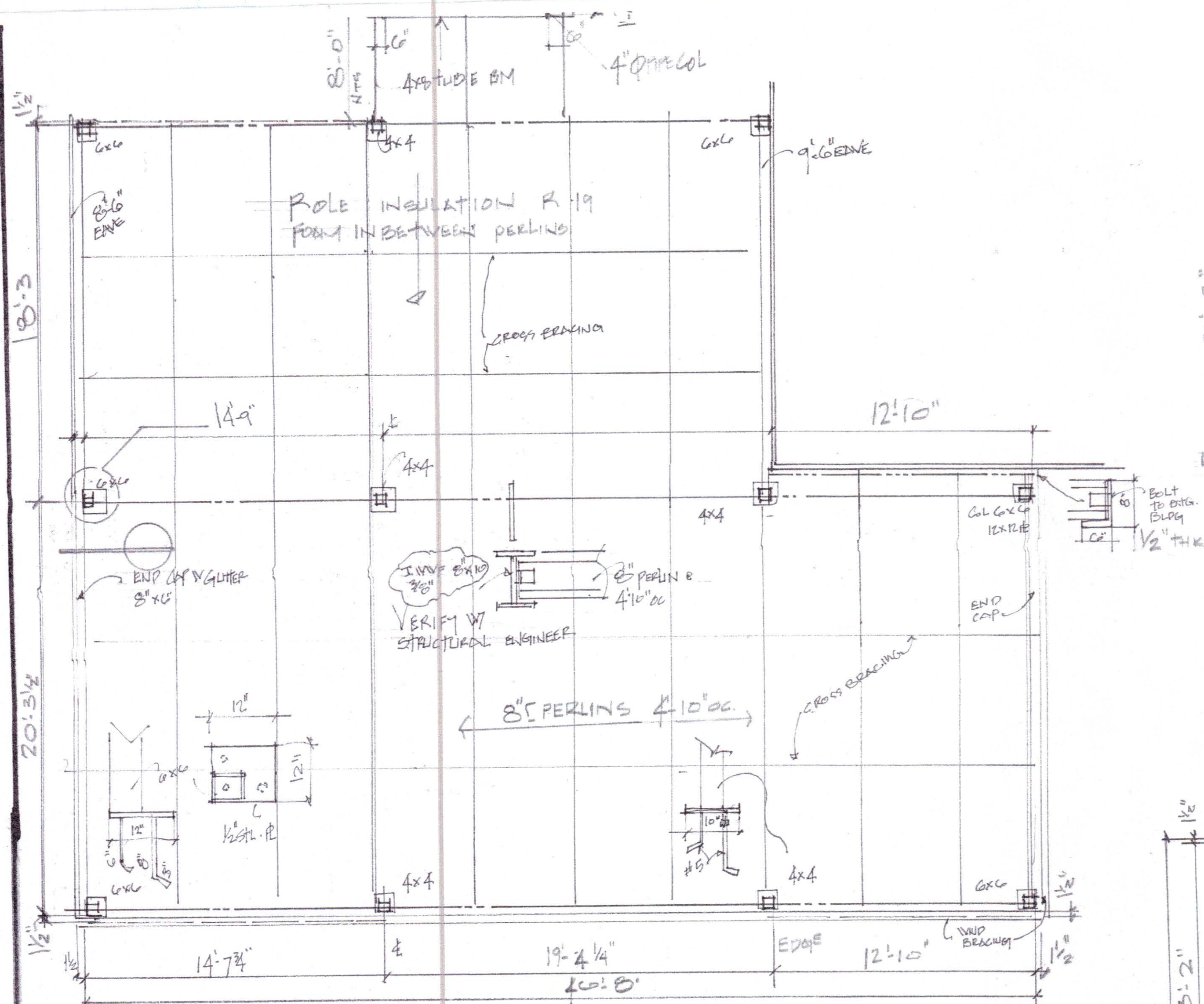


302 LEFT ELEVATION 4'-10" SCALE



301 FRONT ELEVATION

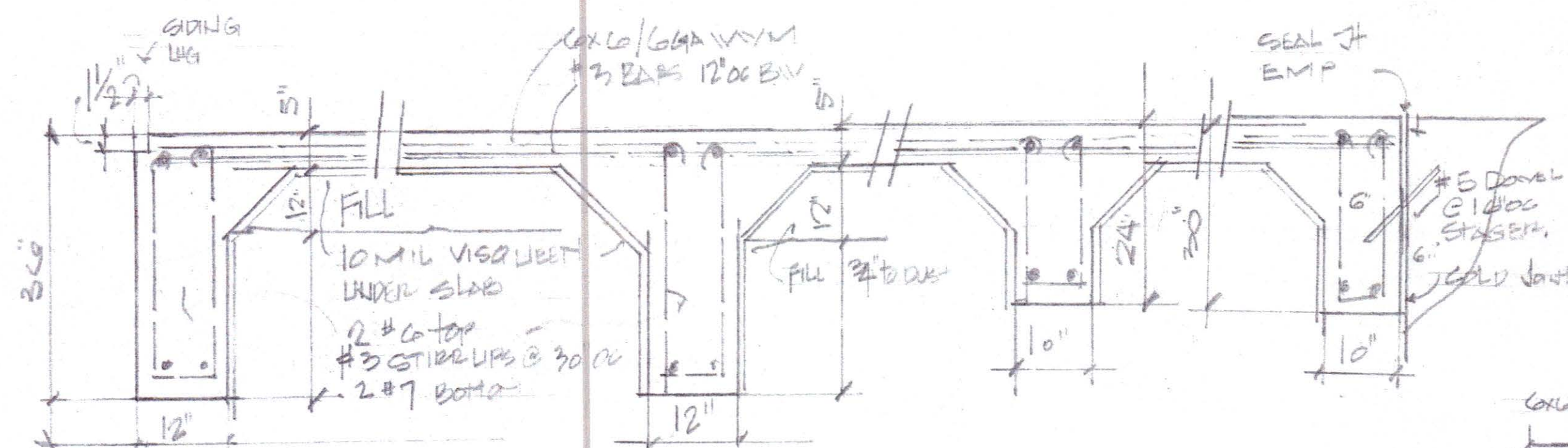




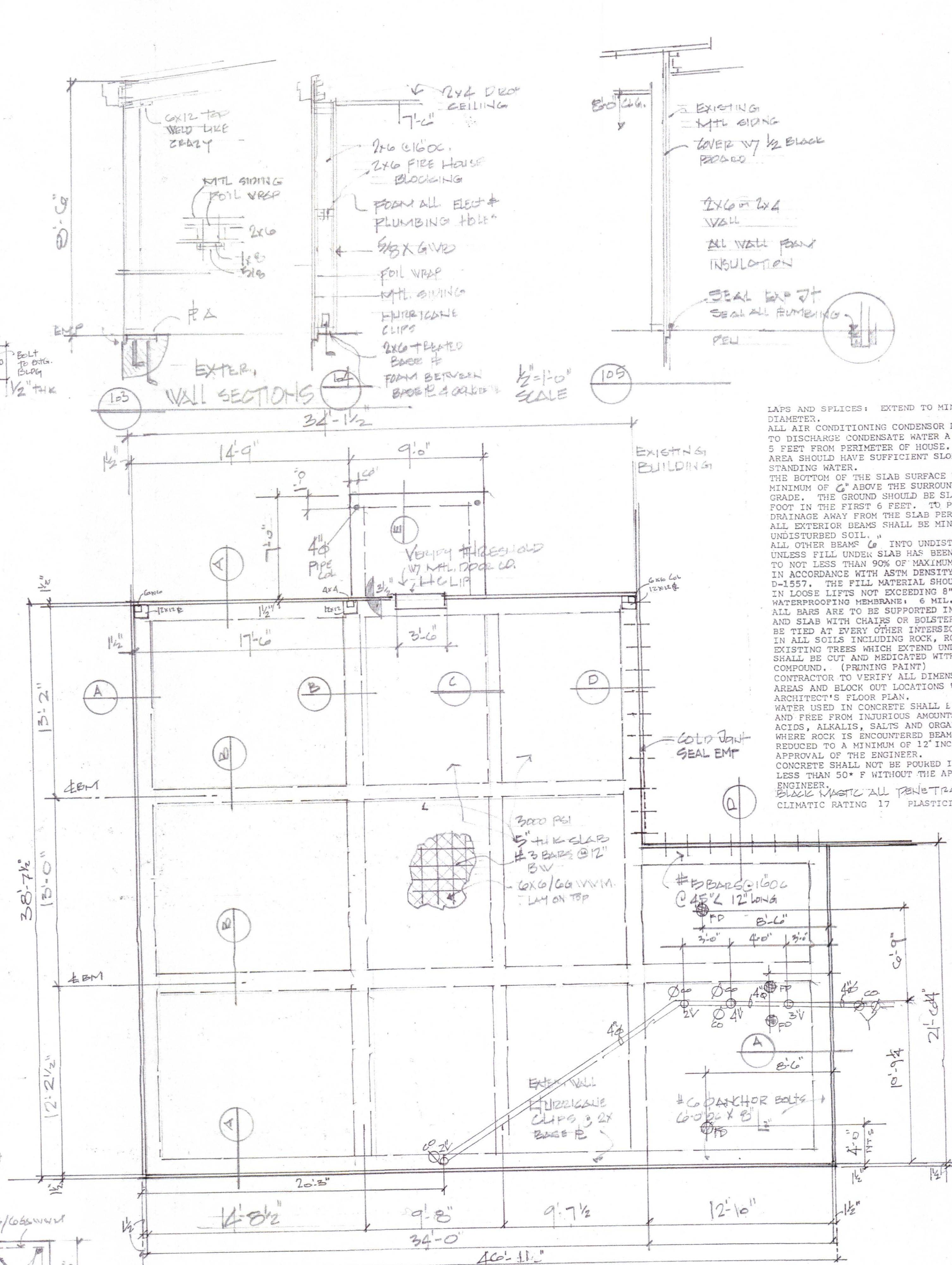
102  
A  
ROOF FRAMING PLAN 4"=1'-0" SCALE

STEEL ASTM A-618 GRADE 60  
CONCRETE 3000 PSI @ 28 DAYS  
EXTERIOR FINISH. PERIMS 12" X 30"  
SLAB 5" THK.

CORNER BEAMS 4" X 6" W/ 3/8" ARMS



FOUNDATION DETAILS 3/4"=1'-0" SCALE




103  
D  
FOUNDATION PLAN 4"=1'-0" SCALE

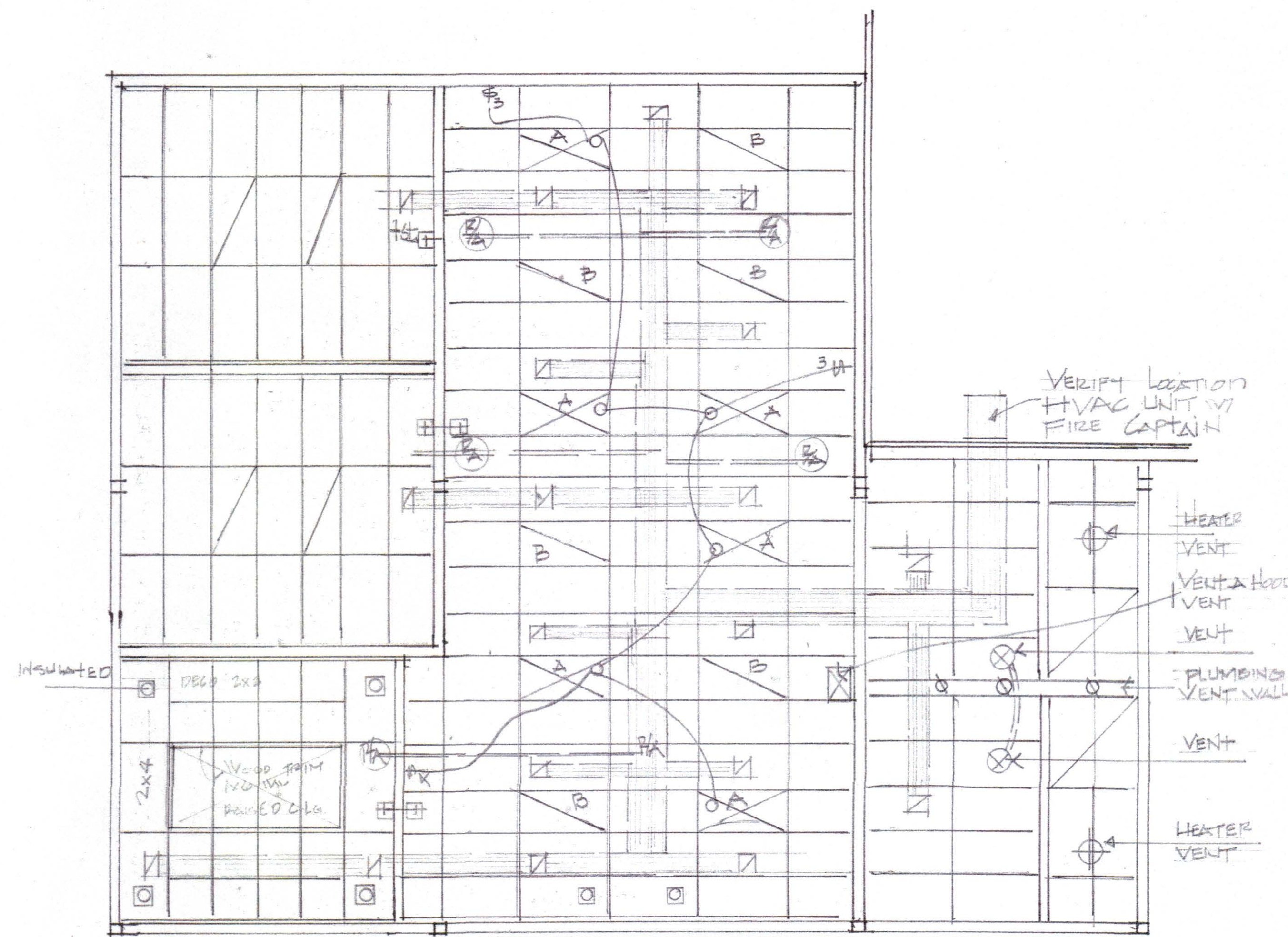
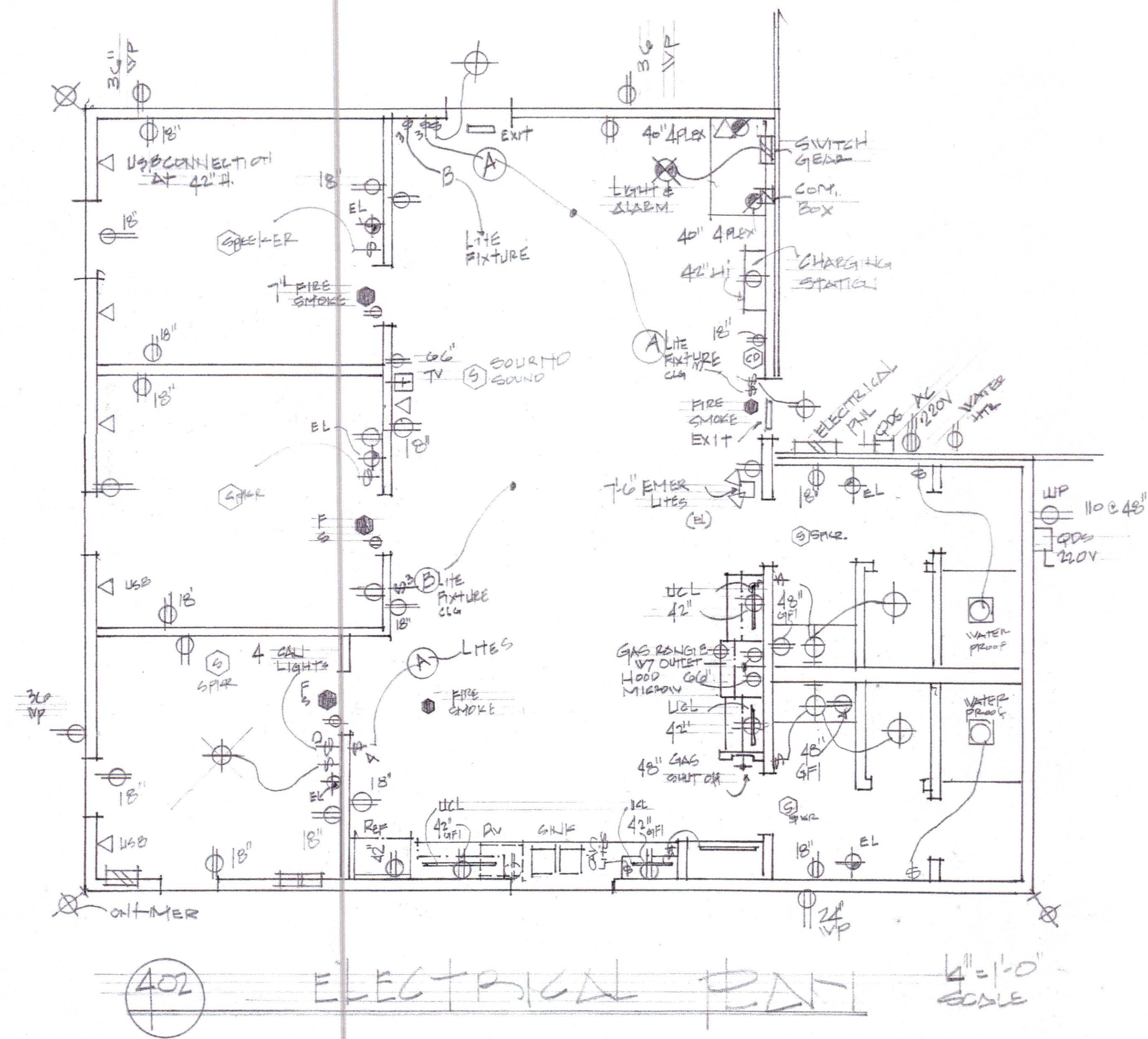
EXTER. WALL SECTIONS

LAPS AND SPLICES: EXTEND TO MINIMUM 16" BAR DIAMETER.  
ALL AIR CONDITIONING CONDENSOR DRAIN LINES TO DISCHARGE CONDENSATE WATER A MINIMUM OF 5 FEET FROM PERIMETER OF HOUSE. THE DISCHARGE AREA SHOULD HAVE SUFFICIENT SLOPE TO PREVENT STANDING WATER.  
THE BOTTOM OF THE SLAB SURFACE WILL BE A MINIMUM OF 6" ABOVE THE SURROUNDING FINISHED GRADE. THE GROUND SHOULD BE SLOPED 1" PER FOOT IN THE FIRST 6 FEET. TO PROVIDE GOOD DRAINAGE AWAY FROM THE SLAB PERIMETER.  
ALL EXTERIOR BEAMS SHALL BE MINIMUM 12" INTO UNDISTURBED SOIL.  
ALL OTHER BEAMS 6" INTO UNDISTURBED SOIL UNLESS FILL UNDER SLAB HAS BEEN COMPACTED TO NOT LESS THAN 90% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DENSITY TEST NO. D-1557. THE FILL MATERIAL SHOULD BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8" THICKNESS. WATERPROOFING MEMBRANE: 6 MIL. POLYETHYLENE. ALL BARS ARE TO BE SUPPORTED IN THE FORMS AND SLAB WITH CHAIRS OR BOLSTERS, AND SHALL BE TIED AT EVERY OTHER INTERSECTION.  
IN ALL SOILS INCLUDING ROCK, ROOTS OF EXISTING TREES WHICH EXTEND UNDER THE SLAB SHALL BE CUT AND MEDICATED WITH AN ASPHALTIC COMPOUND. (PRUNING PAINT)  
CONTRACTOR TO VERIFY ALL DIMENSIONS, DROP AREAS AND BLOCK OUT LOCATIONS WITH ARCHITECT'S FLOOR PLAN.  
WATER USED IN CONCRETE SHALL BE CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIS, SALTS AND ORGANIC SUBSTANCES WHERE ROCK IS ENCOUNTERED BEAM DEPTHS CAN BE REDUCED TO A MINIMUM OF 12" INCHES AFTER APPROVAL OF THE ENGINEER.  
CONCRETE SHALL NOT BE POURED IN TEMPERATURES LESS THAN 50° F WITHOUT THE APPROVAL OF THE ENGINEER.  
SLAB: PLASTIC ALL PENETRATION THRU SLAB CLIMATIC RATING 17 PLASTICITY INDEX 30









#4  
BUNK HOUSE  
WILSON COUNTY  
FLORESVILLE  
ESD #5 TEXAS

KENNETH TOEPERMEIT  
REG # VA-072-520  
WHITE ROCK MOUNTAIN  
DOWNE 210 909 8829  
TEXAS

DATE 1 JULY 2021

4 of 4