



**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**  
**Karen J. Stewart, MBA, CTP Business Manager: Purchasing Agent**

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

**Legal Notice**  
**Advertisement for Invitation for Bids**  
October 22, 2015

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for a (IFB 15-019/KJS) Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway, for Jefferson County Drainage District No. 6 (Project funded by FMA Grant). Specifications may be obtained from Jefferson County Drainage District No. 6 offices located at 6550 Walden Rd., Beaumont, Texas or, for more information regarding bid documents you may call Paula Anderson at (409) 842-1818. Electronic packets are available upon request to [kstewart@dd6.org](mailto:kstewart@dd6.org).

Bids are to be sealed and addressed to Jefferson County Drainage District No. 6 and marked "Administrative Sealed Bid" with "(IFB 15-019/KJS) (Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway)" on the outside of the envelope. Bidders shall forward an original and one (1) copy of their bid to the address shown below. The District does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Administrative bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Bidders are invited to attend the administrative sealed bid opening.

**BID NAME:** Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway  
**BID NUMBER:** IFB 15-019/KJS  
**DUE DATE/TIME:** 2:00 PM, Thursday, November 12, 2015  
**MAIL OR DELIVER TO:** Jefferson County Drainage District No. 6  
6550 Walden Rd.  
Beaumont, Texas 77707

We look forward to your active participation in this solicitation.

Sincerely,

Karen J. Stewart, MBA, CTP  
Business Manager: Purchasing Agent  
Jefferson County Drainage District No. 6

Publish: Beaumont Enterprise Wednesday October 28th & November 3, 2015

**IFB 15-019/KJS**  
**Hydraulic Concrete for Green Pond Gully Detention Ditch 600**  
**Concrete Spillway**

**Bids due: 2:00 PM, Thursday November 12, 2015**

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN “X” ABOVE)  
WITH THE BID. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING  
DECLARED AS NON-RESPONSIVE.**

# Instructions to Bidders

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## 1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Drainage District No. 6  
6550 Walden Road  
Beaumont, TX 77707

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud in an administrative bid opening in the District Boardroom.

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County Drainage District No. 6 (the District) and will be a matter of public record available for review.

## 2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

The District is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

## 3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

## 4. District Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
<u>November 11</u>	<u>Wednesday</u>	<u>Veterans Day</u>
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

## **5. Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. The District reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date. At times the District will ask for equipment pricing to be extended for up to one calendar year, but this will be stated specifically in the Bid Form if applicable.

## **6. Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the District— price and other factors considered. Unless otherwise specified in this IFB, the District reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the District. Any bidder who is in default to the District at the time of submittal of the bid shall have that bid rejected. The District has the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity to specifications in the bid, as determined by (the District), shall be deemed non-responsive and the offer rejected.

In evaluating bids, the District shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, (the District) may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

## **7. Contract**

A response to an IFB is an offer to contract with the District based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by (the District) Board of Director or General Manager, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

## **8. Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County Drainage District No. 6 as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

## **9. Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

## **10. Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be available upon request to [kstewart@dd6.org](mailto:kstewart@dd6.org) as soon as possible following bid opening. A final tabulation will be available following bid award, and will also be available for review at 6550 Walden Rd., Beaumont, Texas 77707.

## 11. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file at 6550 Walden Rd, Beaumont, Texas 77707, as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at 6550 Walden Rd, Beaumont, Texas 77707.

## 12. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 6's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of (the District), and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The District reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

## 13. Delivery

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.**

## 14. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

## 15. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

## 16. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

## 17. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by written Notice to Proceed or Purchase Order.

## 18. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

## 19. Definitions

"The District" – Jefferson County Drainage District No. 6, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County Drainage District No. 6.

**20. State Auditor Clause**

By executing this bid, the bidder, if awarded a contract, accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to a contract. The successful bidder or any of its subcontractors shall comply with and cooperate in any such investigation or audit. The successful bidder agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The successful bidder also agrees to include a provision in any subcontract related to this bid that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the bid and or contract, if an award is made to the bidder.

**21. Financial Records**

The successful bidder and its subcontracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the State, or Jefferson County Drainage District No. 6. Accounting by successful bidder and its subcontracted parties shall be in a manner consistent with generally accepted accounting principles.

**22. No Debt Against the State**

Any contract issued as a result of this bid is in agreement and shall not be construed as creating any debt by or on behalf of the State of Texas, and all obligations of the State of Texas are subject to the availability of funds. The validity or construction of any Agreement resulting from this bid, as well as the rights and duties of the parties herein under, shall be governed by the laws of the State of Texas, in Jefferson County.

**23. Payments**

After an award of bid, bidder will submit all billings to the District with proper documentation. Providing the invoicing has been received with correct format within 5 working days before the next regularly scheduled Board of Directors meeting, held twice monthly, the payment will be processed and mailed within 3 business days after each board meeting

**24. General Insurance Requirements**

I. Commercial General Liability Limits:

Each Occurrence	\$1,000,000
Fire Damage to Rented Premises	\$ 100,000
Medical Expenses	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000

II. Auto Liability Limits:

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
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III. Umbrella Liability Limits:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

IV. Worker's Compensation Limits:

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

Prior to commencement of work, Vendor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Companies furnishing Temporary Personnel shall amend their Workers Compensation policy to include Alternate Employer Endorsement (Texas -- WC 000301) naming Jefferson County Drainage District No. 6.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the attention of Paula Anderson, Administrative Assistant for approval and further handling.

Paula Anderson  
Administrative Assistant  
Jefferson County Drainage District No. 6  
6550 Walden Rd. / P.O. Box 20078  
Beaumont, Texas 77720-0078  
E-mail: pkanderson@dd6.org  
Phone: (409) 842-1818

# Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent

(e-mail) [kstewart@dd6.org](mailto:kstewart@dd6.org), Phone: 409-842-1818, regarding any questions or comments. Please reference bid number (IFB 15-019/KJS).

## Objective

The Purchasing Department will receive sealed bids for Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway. Unit prices will be indicated in the bid on the Bid Sheet. This unit price will be used to order additional pieces as needed.

The Awardee shall provide all equipment, fuel, labor, materials, transportation, trucks, vehicles, and any/all other services necessary for the supply and delivery of Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillways, in accordance with the terms and conditions of this specification. Additionally, the Awardee will provide products of the highest and best quality that are competitively priced and delivered in a timely manner. Finally, the Awardee must have experience and have an established, credible reputation for servicing large volume location customers.

## Project Requirements

Prices are requested per cubic yard for 2000 psi flowable fill and 3000 psi concrete with 1" aggregate. Bidders shall also submit a price for partial-load delivery. A partial load is considered less than five cubic yards. All prices should be quoted F.O.B. delivered to job site.

This project is located on FM 365 approximately 4 miles west of IH-10 at (29° 56 43.46N and 94° 19 32W). Concrete pours are to begin between 5:00 A.M. and 7:00 A.M. The District will be constructing a 75,000 square foot spillway on Green Pond Gully. Most pours will be between 40 and 100 cubic yards. The District will make every effort to expedite unloading of concrete trucks. Bidders should understand that the District WILL NOT pay demurrage charges on concrete trucks.

Hydraulic cement ready mix concrete shall meet "Texas Department of Transportation 2004 Standard Specifications for Construction of Highways, Street and Bridges" and shall conform to Item No. 421 titled "Hydraulic Cement Concrete", Class A, Grade 4.

The District shall place orders for Hydraulic Cement Concrete as needed to complete a 75,000 square foot spillway on Green Pond Gully. Should the successful vendor not be able to furnish the concrete as needed, the District shall have the right to purchase the concrete from another supplier of its choice to meet its delivery needs.

If a problem develops with the Hydraulic Cement Concrete during the contract period, samples shall be taken by a third party laboratory representative in the presence of a representative from both the District and the successful bidder. If the results of the test reveal the samples taken do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustments for all products delivered which do not comply with the District's specifications. This will include rectification of all construction completed with the inferior material. If the results of the test reveal the samples submitted meet the District's specifications, the District will bear the cost of the test.

Under the "Hazardous Communication Act," commonly known as "Texas Right to Know Act," a bidder must provide the District with a Material Safety Data Sheet which is applicable to hazardous substances defined in the act. Failure to supply these documents by any bidder will be a cause to reject any bid.



# OFFER AND ACCEPTANCE FORM OFFER TO CONTRACT

**(IFB 15-019/KJS)**

## **Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway**

To Jefferson County Drainage District No. 6:

We hereby offer and agree to furnish the materials in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County Drainage District No. 6.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm here- under:**

For clarification of this offer, contact:

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

Name

\_\_\_\_\_

City

State

Zip

\_\_\_\_\_

Phone

Fax

\_\_\_\_\_

Signature of Person Authorized to Sign

\_\_\_\_\_

E-mail

\_\_\_\_\_

Printed Name and Title

***Bidder Shall Return Completed Form with Offer.***

# Acceptance of Offer

(IFB 15-019/KJS)

## Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway

The Offer is hereby accepted for the following items: Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway as shown on the bid tab.

The Contractor is now bound to sell the materials listed based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County Drainage District No. 6.

This contract shall henceforth be referred to as Contract No. (15-019/KJS), Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Drainage District No. 6 Purchasing Agent.

### Countersigned:

\_\_\_\_\_  
Joshua W. Allen, Sr., President, Board of Directors  
Jefferson County Drainage District No. 6

\_\_\_\_\_  
Date

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# BID SHEET

## Hydraulic Concrete for Green Pond Gully Detention Ditch 600 Concrete Spillway

**Opening at 2:00 PM on Thursday, November 12, 2015**

<i>Line Item</i>	<i>Description</i>	<i>Price Per Cubic Yard</i>	<i>Total Price</i>
1	<i>2000 psi flowable fill</i>		
2	<i>3000 psi concrete with 1" aggregate</i>		

If your Company offers any discount for payment in under 30 days, please state the percentage discount and the number of days for payment at the discounted rate

Discount on Payment \_\_\_\_\_ % Net \_\_\_\_\_ Days

Estimated Delivery Time Per Order \_\_\_\_\_

Manufacturer Bid \_\_\_\_\_

Company Submitting Bid:

Name:

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

City, State: \_\_\_\_\_

Contact Numbers: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Printed Name

Acknowledgment of Addenda (if any):

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**