

**PART I – GENERAL PROVISIONS**

**SUBPART C**

**BID FORMS**

**Exhibits A through E**

**EXHIBIT A**

**OFFER**

Enclosed with this offer (Exhibits A through E) is a bid guarantee (bid bond or cashier's or certified check payable to Wise County in the amount of TEN THOUSAND FIVE HUNDRED FORTY TWO (Dollars) \$ 10,542.00. It is agreed that in the event this offer is accepted by the Contracting Local Organization and the undersigned bidder fails to execute a contract and submit required post-bid information within five (5) workdays after receipt of Notice of Award of contract to him/her, the Point of Contact may terminate the contract for default and the bid guarantee is available to offset the difference of any cost of acquiring the work that exceeds the amount of its bid. If this offer is accepted, the undersigned bidder agrees to execute a contract and submit required post-bid information per contract terms, and also agrees to commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and to complete the entire works under Bid 17-600-013, within 51 (fifty one) calendar days after Contractor receives written Notice to Proceed.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	<u>10/11/2016</u>	Received	<u>10/11/2016</u>
Addendum No. 2 dated	<u>10/11/2016</u>	Received	<u>10/11/2016</u>
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____	Received	_____

CONTRACTOR

By *C. A. Lee*

Print name: CHRISTOPHER A. LEE

Title: CHIEF FINANCIAL OFFICER

Address: PO BOX 1297

DECATUR, TX 76234

\_\_\_\_\_  
Secretary,  
If Contractor is a Corporation

(SEAL)

**EXHIBIT B**  
**BID SCHEDULE**

The undersigned, in compliance with Bid 17-600-014 for repair of Denton Creek Watershed, Site 16 EWP Repair, having examined the plans, specifications and bidding documents, the site of the proposed work, and being familiar with all the conditions surrounding performance of the proposed project; agrees to furnish all labor, material and equipment and perform all work required in accordance with the plans, specifications and contract documents for the prices below, if this offer is accepted by the Contracting Local Organization within 35 calendar days after the date bids are due. *[Note: Failure to insert a number means the bidder accepts the minimum thirty (30) calendar days as required in Notice to Bidders.]*

***-- Bidders are entitled to EXCLUDE exempt taxes in their bid prices --***  
[See Subpart B, Instructions to Bidders #4]

**Bidder's Name/Title (type or print):** CHRISTOPHER A. LEE - CHIEF FINANCIAL OFFICER

**Bidder's Signature:** 

**Company Name:** FX5 CONSTRUCTION & EXCAVATION, INC.

**Email:** CHRIS@FX5CONSTRUCTION.COM

**Phone:** 940-627-0074

**Date:** OCTOBER 13, 2016

5/31/2016

**BID SCHEDULE  
DENTON CREEK WATERSHED  
SITE 16 EWP REPAIR**

Base Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1	Pollution Control	5	1-Job	Lump Sum	\$ XXXX	\$ 5,000.00
2	Sediment Filters	5	1,920	Lin. Ft.	\$ 3.50	\$ 6,720.00
3	Vegetation Establishment	6	6.4	Acre	\$ 3,216.00	\$ 20,582.40
4	Construction Surveys	7	1-Job	Lump Sum	\$ XXXX	\$ 5,500.00
5	Mobilization & Demobilization	8	1-Job	Lump Sum	\$ XXXX	\$ 3,500.00
6	Excavation, Common, Auxiliary Spillway	21	6,175	Cu. Yd.	\$ 4.85	\$ 29,948.75
7	Earthfill, Class A Compaction, Auxiliary Spillway	23	7,650	Cu. Yd.	\$ 11.58	\$ 88,587.00
8	Rock Riprap	61	568	Tons	\$ 34.00	\$ 19,312.00
9	Contractor Quality Control	94	1-Job	Lump Sum	\$ XXXX	\$ 9,500.00
10	Geotextile	95	3,602	Sq. Yd.	\$ 2.23	\$ 8,032.46
11	Site Preparation	420	1-Job	Lump Sum	\$ XXXX	\$ 13,897.00
12	Shaping and Smoothing	446	0.3	Acre	\$ 810.00	\$ 243.00
<b>BASE ITEM TOTAL</b>						<b>\$ 210,822.61</b>

**EXHIBIT C**  
**REFERENCES**

Bidder in accordance with the "Instruction to Bidders," Section 3(c) "References," shall list below up to five (5) recent projects upon which he/she has performed work similar to that specified herein. All lines for each reference shall be filled in completely with up-to-date information. Any omissions to this form, discrepancies in reference, or unverifiable information may be grounds for disqualification of the bidder.

1. Project Name: MCQUEEN FRAC POND REPAIR

Owner: DEVON ENERGY Total Contract Cost: \$ 75,450.00

Location: DECATUR, TX Completion Date: JULY 2016

Description of Work: MOVE 22,000 YARDS OF DIRT ON SITE TO CHANGE 490 FT OF  
TANK DAM TO A 3:1 SLOPE

Contact: DONNIE EPPERSON Phone Number: (940) 394-2155 / 817-396-4016

2. Project Name: TARGA ROW REPAIR - SANDFORD PROPERTY

Owner: TARGA RESOURCES Total Contract Cost: \$ 45,000.00

Location: DECATUR, TX Completion Date: AUGUST 2016

Description of Work: HAUL DIRT ON SITE TO REPAIR CREEK EROSION AND FENCE  
GAP ON RIGHT OF WAY

Contact: KENT HUDDLESTON Phone Number: (940) 644-2233 X 230

**EXHIBIT C (continued)**

3. Project Name: TARGA SANDY OAKS EROSION REPAIR

Owner: TARGA RESOURCES Total Contract Cost: \$ 52,390.00

Location: DECATUR, TX Completion Date: MARCH 2016

Description of Work: RIP RAP EROSION CONTROL & TOP SOIL/SEEDING

Contact: RICK WAHLIN Phone Number: ( 817 ) 825-4104

4. Project Name: HIGHLAND HILLS - ROAD WORK

Owner: CTEX HOMES Total Contract Cost: \$ 810,651.59

Location: DECATUR, TX Completion Date: AUGUST 2016

Description of Work: BUILD 7,800' OF SUBDIVISION ROAD, INCLUDES LIME

STABILIZATION, COMPACTED BASE & ASHPALT

Contact: JOE SULLENBURGER Phone Number: ( 817 ) 925-4896

5. Project Name: CORNER LOT BUILDING PAD

Owner: DOUBLE CREEK CAPITAL Total Contract Cost: \$ 43,250.00

Location: DECATUR, TX Completion Date: JUNE 2015

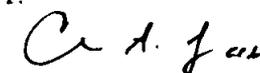
Description of Work: CONSTRUCT BUILDING PAD W/ 1 FT OF SELECT, INSTALL DRAINAGE CONTROL, CONSTRUCTION ENTRANCE AND PLACE 15" RIP RAP DRAINAGE ON EXIT POINTS

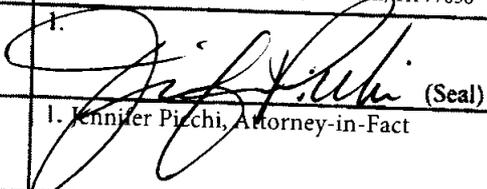
Contact: MARK DUNCUM Phone Number: ( 940 ) 627-6450

**EXHIBIT D**  
**BID BOND**

**A BLANK BID BOND FORM  
IS INSERTED AFTER THIS PAGE  
FOR USE OF BIDDERS  
IN PREPARATION OF BID  
AND CAN BE FOUND AT:**

**<http://www.gsa.gov/portal/forms/download/115982>**

<b>BID BOND</b> (See Instructions on Reverse)				Date Bond Executed (Must not be later than bid opening date)  October 11, 2016		
Principal (Legal name and business address) FX5 Construction & Excavation, Inc. P.O. Box 1297 Decatur, TX 76234				Type of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
				State of Incorporation  Texas		
Surety(ies) (Name and business address) SureTec Insurance Company 1330 Post Oak Blvd., Suite 1100 Houston, TX 77056						
<b>Penal Sum of Bond</b>				<b>Bid Identification</b>		
Percent Of Bid Price	Five Percent of the Greatest Amount Bid (5% G.A.B.) Amount Not to Exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	10/11/2016	17-600-014
				Denton Creek Watershed Site 16 For: Construction EWP Repair		
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to <u>Decatur</u>, Texas, hereinafter called the Contracting Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.</p> <p>NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his/her bid identified above, within the period specified therein for acceptance (30 days), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (5 workdays after receipt of the forms by him/her), or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his/her bid, then the above obligation shall be void and of no effect.</p> <p>Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>						
FX5 Construction & Excavation, Inc.				<b>Principal</b>		
Signature(s)	1.  (Seal)			2. (Seal)		
Name(s) & Title(s) [typed]	1. Christopher A. Lee, CRA Chief Financial Officer			2.		

CORPORATE SURETY(IES)				
SURETY A	Name & Address	SureTec Insurance Company 1330 Post Oak Blvd., Suite 1100, Houston, TX 77056	State of Inc. Texas	Liability Limit \$8,656,000.00
	Signature(s)	1.  (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1. Jennifer Picchi, Attorney-in-Fact	2.	
SURETY B	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	
SURETY C	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	
SURETY D	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	
SURETY E	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	

### INSTRUCTIONS

- (1) The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his/her authority must be furnished.
- (2) The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 5% of the bid price but the amount not to exceed 5% G.A.B. dollars).
- (3) The name of each person signing this bid bond should be typed in the space provided.
- (4) The person signing the bond for the surety must submit evidence of his/her authority to act for the surety.
- (5) The corporate surety must be approved by the state in which the services or supplies are to be delivered or in which construction is to be performed and must be among those appearing on the U.S. Treasury Department's list of approved sureties.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

---

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Steven W. Lewis, Eric Lesch, Jennifer Picchi, Melissa Lesch, Linda Stalder

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

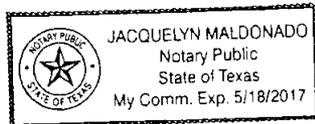
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President

State of Texas                      ss:  
County of Harris



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11<sup>th</sup> day of October, 2016, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

## EXHIBIT E BIDDER CERTIFICATIONS

By submission of this bid, bidder certifies to all Sections in this Exhibit E.  
Bidder should circle appropriate answers in Sections A, B and C.

*NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

### **SECTION A: Texas Franchise Tax Certification**

Bidder [ **IS** / **IS NOT** ] currently delinquent in the payment of any franchise tax owed to the State of Texas, or is exempt from, or not subject to, such tax.

### **SECTION B: Texas Resident/Nonresident Bidder Certification**

Bidder [ **IS** / **IS NOT** ] a Texas resident bidder as defined below.

**DEFINITIONS:** Per State of Texas House Bill 620.

**“Nonresident bidder”** means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**“Texas resident bidder”** means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

### **SECTION C: Authority to Transact Business in Texas Certificate**

*Complete ONLY if you are a Texas nonresident bidder.*

- (1) Texas nonresident bidder [ **IS** / **IS NOT** ] a corporation, limited partnership, or limited liability company. *If answer is “IS NOT”, do not complete C(2) and C(3) below.*
- (2) Bidder [ **HAS** / **HAS NOT** ] obtained a Certificate of Authority through the Texas Secretary of State to transact business in Texas. **Attach a copy of Certificate to bid if available.**
- (3) If response to C(2) is ‘HAS NOT’, bidder agrees to present a current Certificate of Authority to the Contracting Local Organization by the time post-bid information is due: [ **YES** / **NO** ]

**SECTION D: Officials Not to Benefit:** Bidder certifies that its firm is not an official of Wise County, (all in the State of Texas), or a firm in which any official or any member of such official’s immediate family of these entities has direct or indirect interest in the pecuniary profits or contracts of its firm.

### **SECTION E: Applicable Statutes**

Contractor shall certify that all Local, State and Federal laws that apply to this scope of work and shall be adhered to.

*[end of Bidder Certifications]*