

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 Bid Bond (Dollars) \$. 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 17-600-024, within 35 (thirty five) calendar days after Contractor receives written Notice to Proceed.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	<u>6-21-17</u>	Received	<u>6-21-17</u>
Addendum No. 2 dated	<u>6-27-17</u>	Received	<u>6-27-17</u>
Addendum No. 3 dated	<u> </u>	Received	<u> </u>
Addendum No. 4 dated	<u> </u>	Received	<u> </u>

CONTRACTOR

By Skipper Beavers

Print name: Skipper Beavers

Title: Owner / President

Address: P.O. Box 697

Aubrey, TX

76227

Secretary.
If Contractor is a Corporation

(SEAL)

EXHIBIT B
BID SCHEDULE

The undersigned, in compliance with Bid 17-600-024 for repair of Denton Creek Watershed, Site 14-161 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 _____ 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): Skipper Beavers, Owner/President
Bidder's Signature: *Skipper Beavers*
Company Name: Beavers Contracting, LLC
Email: beaverscontr@aol.com
Phone: 940-365-3337
Date: 6-28-2017

2/22/2017

**BID SCHEDULE
DENTON CREEK
LSTA SITE 14-161 EWP REPAIR**

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1	Structure Removal	3	1-Job	Lump Sum	\$ <u>3000.00</u>	\$ <u>3,000.00</u>
2	Vegetation Establishment	6	1	Acre	\$ <u>5000.00</u>	\$ <u>5,000.00</u>
3	Construction Surveys	7	1-Job	Lump Sum	\$ <u>8500.00</u>	\$ <u>8,500.00</u>
4	Mobilization & Demobilization	8	1-Job	Lump Sum	\$ <u>25000.00</u>	\$ <u>25,000.00</u>
5	Corrugated Metal Pipe, 24" Dia.	51	18	Lin.Ft.	\$ <u>375.00</u>	\$ <u>6,750.00</u>
6	Contractor Quality Control	94	1-Job	Lump Sum	\$ <u>6800.00</u>	\$ <u>6,800.00</u>
7	Site Preparation, 2700 -3800 cu. yds.	420	1-Job	Lump Sum	\$ <u>57,000.00</u>	\$ <u>57,000.00</u>
8	Erosion Mat	495	500	Sq. Yd.	\$ <u>12.00</u>	\$ <u>6,000.00</u>

TOTAL \$ 118,050.00

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: Denton Creek Site 3 and Elm Fork Site 1

Owner: NRCS Total Contract Cost: \$ 575,000

Location: Montague Co. Completion Date: ongoing

Description of Work: Dam Rehabilitation

Contact: Brannon Sledge Phone Number: (254) 541-6654

2. Project Name: EFAL Site 26 Grayson Co.

Owner: Den Godwin Total Contract Cost: \$ 512,000

Location: Gunter, TX Completion Date: 2-2017

Description of Work: NRCS Dam - installing new drainage structure

Contact: Dennis Medlin Phone Number: (254) 721-4167

EXHIBIT C (continued)

3. Project Name: Williams' Private Lake

Owner: Mike Williams Total Contract Cost: \$ 200,000

Location: Stringtown, OK Completion Date: 2-2017

Description of Work: New Dam - private

Contact: Mike Williams Phone Number: (918) 424-2464

4. Project Name: Randell Lake Stillin Basin Phase 3

Owner: City of Denison Total Contract Cost: \$ 2,219,000

Location: Denison, TX Completion Date: 12-2016

Description of Work: Emergency Spillway Rehabilitation

Contact: Dee Purkepile Phone Number: (512) 971-2264

5. Project Name: Denton Creek Site 17

Owner: Wise Co. Total Contract Cost: \$ 182,000

Location: Decatur, TX Completion Date: 4-2016

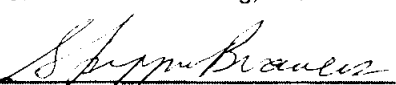
Description of Work: Dam and Spillway
Rehabilitation

Contact: Brannon Sledge Phone Number: (254) 541-6654

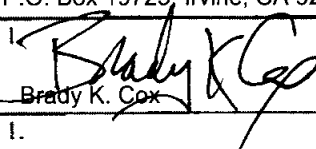
EXHIBIT D

BID BOND

**A BLANK BID BOND FORM
IS INSERTED AFTER THIS PAGE
FOR USE OF BIDDERS
IN PREPARATION OF BID**

BID BOND (See Instructions on Reverse)				Date Bond Executed (Must not be later than bid opening date) 06/29/2017		
Principal (Legal name and business address) Beavers Contracting, LLC P.O. Box 697 Aubrey, TX 76227				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 TX		
Surety(ies) (Name and business address) Developers Surety and Indemnity Company P.O. Box 19725, Irvine, CA 92623						
Penal Sum of Bond				Bid Identification		
Percent Of Bid Price 5% G.A.B.	Amount Not to Exceed				Bid Date 06/29/2017	Invitation No. 17-600-024
	Million(s) Five Percent	Thousand(s) of the Greatest	Hundred(s) Amount Bid	Cents	For: Construction Denton Creek Watershed Site 14-161 EWP Repair	
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to <u>Wise County</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>						
Principal						
Signature(s)	1. Beavers Contracting, LLC  (Seal)			2. (Seal)		
Name(s) & Title(s) [typed]	1. Skipper Beavers Owner / President			2.		

CORPORATE SURETY(IES)

CORPORATE SURETY(IES)					
SURETY A	Name & Address	Developers Surety and Indemnity Company P.O. Box 19725, Irvine, CA 92623		State of Inc. CA	Liability Limit \$7,446,000.00
	Signature(s)	 Brady K. Cox (Seal)		2.	(Seal)
	Name(s) & Title(s) [typed]	1.		2.	
SURETY B	Name & Address			State of Inc.	Liability Limit
	Signature(s)	1.		2.	(Seal)
	Name(s) & Title(s) [typed]	1.		2.	
SURETY C	Name & Address			State of Inc.	Liability Limit
	Signature(s)	1.		2.	(Seal)
	Name(s) & Title(s) [typed]	1.		2.	
SURETY D	Name & Address			State of Inc.	Liability Limit
	Signature(s)	1.		2.	(Seal)
	Name(s) & Title(s) [typed]	1.		2.	
SURETY E	Name & Address			State of Inc.	Liability Limit
	Signature(s)	1.		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 _____ 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.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

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.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-
nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTEAVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOWALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Trenae Donovan, Renee A. Folkerts, Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Monica Campos, Russ Frenzel, John A. Aboumrad, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 29th day of June, 2017

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



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]