



**LAVACA-NAVIDAD RIVER AUTHORITY
EDNA, TX**

**CONTRACT DOCUMENTS
FOR
SIMONS BOAT RAMP PUBLIC WATER SUPPLY WELL
IN
JACKSON COUNTY, TEXAS**

prepared by

LAVACA-NAVIDAD RIVER AUTHORITY

PROJECT PLANS AND TECHNICAL SPECIFICATIONS

Prepared by

JOHN D. MERCER & ASSOCIATES, INC.

PWS No. 1200045

Monday, March 19, 2018 at 2:00 p.m.

**LAVACA-NAVIDAD RIVER AUTHORITY
CONTRACT DOCUMENTS AND PROJECT PLANS
AND TECHNICAL SPECIFICATIONS
FOR SIMONS BOAT RAMP PUBLIC WATER SUPPLY WELL
IN
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TABLE OF CONTENTS

CONTRACT DOCUMENTS

00100	Invitation to Bid
00200	Instructions to Bidders
00300	Technical Specifications
00400	Bid Form
00500	Form of Agreement Between Owner and Contractor
00600	Contractors Corporate Resolution
00700	Bidder Qualification Statement
00800	Statutory Requirements

ATTACHMENTS

Project Plans

INVITATION TO BID

Sealed Bids addressed to the Lavaca-Navidad River Authority, Mr. Pat Brzozowski, P.E., General Manager and clearly labeled “**BID – SIMONS BOAT RMAP PUBLIC WATER SUPPLY WELL**” shall be received at the LNRA Headquarters located 4631 FM 3131, Jackson County, Texas (Mailing Address: PO Box 429 Edna, Texas 77957) until **2:00 p.m. Monday, March 19, 2018**, whereas Bids will be opened and read aloud. Bids received after 2:00 p.m. shall be returned unopened. **No faxed or late bids will be accepted.**

Bids shall be received for the furnishing of all materials, labor, equipment, superintendence, and tools necessary for performing the specified work required to complete the drilling and completion of a Public Water Supply Water Well for the Lavaca-Navidad River Authority, Edna, Jackson County, Texas.

The Contract Document Package(s) may be examined at the Authority’s headquarters or said Packages may be obtained from the Lavaca-Navidad River Authority.

Potential Bidders are required to examine the project site prior to submitting their bid.

The Lavaca-Navidad River Authority reserves the right to reject any and all bids and waive informalities in bidding. In case of ambiguity or lack of clearness in stating prices in any bid, the Lavaca-Navidad River Authority reserves the right to consider the most advantageous construction thereof, or to reject the Bid.

The Award of the Contract for this project shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the Lavaca-Navidad River Authority, offers the Bid in the best interest of the Authority. It is the intention of the Authority to Award this contract; therefore, it is imperative that all data requested be completed in full and submitted with the Bid to allow for an expeditious recommendation.

The Lavaca-Navidad River Authority is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, handicap, or limited English proficiency.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Certain terms used in these Contract Documents have the meanings indicated below which are applicable to both the singular and plural thereof.

- | | |
|------------------------|--|
| A. OWNER | Whenever the term "OWNER" is used in these specifications, it shall be construed to mean the LAVACA-NAVIDAD RIVER AUTHORITY (LNRA). |
| B. BIDDER | Whenever the term "BIDDER" is used in these Specifications, it shall mean anyone submits a BID directly to AGENT as distinct from a Sub-Bidder, submits a BID to BIDDER. |
| C. Successful BIDDER | Whenever the term "Successful BIDDER" is used in these Specifications, it shall be constructed to mean the most responsible, responsive BIDDER to whom OWNER makes an award. |
| D. Description of Work | The principal components of the work to be performed under this Contract shall include the following: |

Base Bid Items

- a. Coordinate with OWNER as to any Work specified as being done by OWNER.
- b. Coordinate with other contractor on site as to any Work undertaken.
- c. Construction of a 5" public water supply well, approximately 200 feet deep, and provide and install a 20 gpm well pump.
- d. Well development and production tests.
- e. Water quality analysis. In addition to standard water quality samples and chemical test as required by current TCEQ regulations BIDDER will provide for sampling and analysis of lead, alkalinity, calcium, and sodium. BIDDER will also include provisions for corrosivity analysis, including Langelier Saturation Index, Rynar Stability Index and the Aggressive Index.

2. COPIES OF BIDDING DOCUMENTS

- A. Complete sets of Contract Documents may be obtained from LNRA Headquarters at 4631 FM 3131, Edna, TX 77957.
- B. Complete sets of Bidding Documents must be used in preparing Bids. The OWNER will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. BIDDER QUALIFICATIONS

To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit, upon OWNERS's request, detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of BIDDER's qualification to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each BIDDER before submitting a BID to do the following.
 - 1. Thoroughly examine the Contract Documents and other related data identified in the bidding Documents including technical data.
 - 2. Visit the site to become familiar with and satisfy BIDDER as to the local site conditions that may affect cost, progress, and performance or otherwise hinder completion of the project. Electrical power is not available at the project location.
 - 3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance or otherwise hinder completion of the project.
 - 4. Study and carefully correlate BIDDER's knowledge and observations with the Contract Documents and other such related data.
 - 5. Promptly notify OWNER of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract Documents and other such related documents.
- B. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to BIDDER by OWNER of such underground facilities or others, and OWNER does not assume

responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

- C. Before submitting a BID each BIDDER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or which BIDDER deems necessary to determine its BID for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. Electrical power and telephone service are not available at this site location.
- D. On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests and studies as each BIDDER deems necessary for submission of a BID. BIDDER must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.
- E. The submission of a BID will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the BID is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedure of construction that may be shown or indicated or expressly required by the Contract Documents, that BIDDER has given written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents and the written resolutions thereof are acceptable to BIDDER, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. AVAILABILITY OF LANDS FOR WORK, ETC.:

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by BIDDER in performing the Work are owned by the OWNER and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of material and equipment to be incorporated in the Work are to be as agreed to by the BIDDER and OWNER. Easements, if needed, are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6. INTERPRETATIONS AND ADDENDA:

- A. All questions about the meaning or intent of the Bidding Documents are to be directed to OWNER. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents.

Questions received less than 5 working days prior to the date of Bid Opening may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER. No Addenda will be issued less than five (5) working days prior to the bid date.

7. BID SECURITY:

- a. Each BID must be accompanied by Bid Security made payable to OWNER in an amount of two (2%) percent of BIDDER's maximum Bid Price and in the form of a certified check or a Bid Bond issued by a surety. Power-of-Attorney for person signing for surety must be attached to Bid Bond. Bid security is not required for bids less than \$25,000.00.
- b. The Bid Security of Successful BIDDER will be retained until such BIDDER has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon, the Bid Security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the sixtieth day after the Bid opening, whereupon Bid Security furnished by such BIDDERS will be returned.

Bid Security with BIDS which are not competitive may be returned within seven days after the Bid Opening.

8. CONTRACT TIMES:

The number of days within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. LIQUIDATED DAMAGES:

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

BIDDER shall not be required to employ any Subcontractor, Supplier, other person or organization against whom BIDDER has reasonable objection.

11. BID FORM:

- A. The Bid Form is included with the Bidding Documents. Additional copies may be obtained from OWNER.
- B. All blanks on the Bid Form must be completed by printing in ink or by typewriter. No forms filled out using pencil will be accepted.
- C. BIDS by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. Authorization of this person to sign for corporation shall be evidenced by a properly executed BIDDER's Corporate Resolution, the form of which is included in the Bidding Documents. The corporate address and state of incorporation must be shown below the signature.
- D. BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed in black ink below the signature.
- F. The BID shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- G. The address and telephone number for communications regarding the BID must be shown.
- H. Evidence of authority to conduct business in Texas shall be provided. State contractor license number, if applicable should be provided.

12. SUBMISSION OF BIDS:

BIDS shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the BID is submitted) and name and address of BIDDER and accompanied by the

Bid Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Bidding Documents may be retained by BIDDER. An unbound copy of the Bid Form is to be completed and submitted with the Bid Security and any additional data that may be called for elsewhere in these Bidding Documents. **The BIDDER'S are cautioned that courier services only deliver once per day with no defined delivery time.** No faxed, electronic, or late bids will be accepted.

13. MODIFICATION AND WITHDRAWAL OF BIDS:

- a. BIDS may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where BIDS are to be submitted at any time prior to the Bid Opening.
- b. If within twenty-four hours after BIDS are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrated to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its BID, that BIDDER may withdraw its BID and the Bid Security will be returned. Thereafter, that BIDDER may be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS:

BIDS will be opened and (unless obviously non-responsive) read aloud publicly at the place where BIDS are to be submitted. A Bid Summary showing the amounts of the base BIDS and major alternates (if any) will be made available to all BIDDERS after the opening of BIDS.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

All BIDS will remain subject to acceptance for forty-five (45) days after the day of the Bid Opening, but OWNER may, in its sole discretion, release any BID and return the Bid Security prior to that date.

16. AWARD OF CONTRACT:

- A. OWNER reserves the right to reject any or all BIDS, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional BIDS and to reject the BID of any BIDDER if OWNER believes that it would not be in the best interest of the OWNER to make an award to that BIDDER, whether because the BID is not responsive or the BIDDER is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the OWNER. OWNER reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract

terms with the Successful BIDDER. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- B. In evaluating BIDS, OWNER will consider the qualifications of BIDDERS, whether or not the BIDS comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- C. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions.
- D. OWNER may also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- E. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- F. If the contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicated to OWNER that the award will be in the best interests of the OWNER.
 - f. If the contract is to be awarded, OWNER will give Successful BIDDER a Notice of Award, upon approval by the LNRA Board of Directors regularly scheduled meeting.

17. SIGNING OF AGREEMENT:

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Successful BIDDER shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful BIDDER. Each counterpart is to be

accompanied by a complete set of the Contract Drawings with appropriate identification.

18. WAGES AND SALARIES:

Successful BIDDER shall pay not less than the prevailing wage rates if specified in the Contract Documents. These rates are minimums to be paid during the life of the Contract. It is therefore the responsibility of the BIDDER's to inform themselves as to local labor conditions.

19. EQUAL EMPLOYMENT OPPORTUNITY:

Successful BIDDER shall ensure that no discrimination will occur against employees and applicants for employment because of their race, color, creed, sex, national origin, or physical or mental handicap.

20. Consistent with Govt. Code Chapter 2270, by entering into an Agreement with OWNER, CONTRACTOR hereby verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of the Agreement.

21. CONTRACTOR will comply with Govt. Code 2252.908.

21 PROJECT FUNDING

This project is being funded through funds made available by the Lavaca-Navidad River Authority.

22. CONTRACTOR INSURANCE

A. The Successful BIDDER shall not commence work under the Contract until he has obtained at his expense all insurance required by the Contract Documents and such insurance has been approved by OWNER. Such insurance shall remain in full force and effect on all phases of the work, until all work under the Contract is completed and has been accepted by OWNER.

B. The Successful BIDDER shall procure and maintain for the term of the contract those types of insurance as defined:

1. Workmen's Compensation
2. Public Liability and Property Damage Insurance
3. Automobile Liability and Property Damage Insurance

- C. Before commencement of any work, the Successful BIDDER shall submit written evidence that the minimum insurance of \$300,000 has been obtained and is in force. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each certificate shall contain an endorsement or statement waiving right of cancellation or reduction in coverage unless 30 days prior written notice is given to OWNER by registered or certified mail, and, in regard to the liability policy, shall specifically state that LNRA is named as an insured party. Minimum limits of insurance are provided in the Special Conditions of the Agreement.

TECHNICAL SPECIFICATONS

In addition to the specifications shown herein, CONTRACTOR shall furnish materials, goods and/or services of specified type, number, size, etc., as shown in the Project Plans.

Hydropneumatic Tank: (To be provided and completed by OWNER)

1. Shall be a diaphragm or bladder style tanks.
2. Shall be NSF 61 compliant.
3. Provide a minimum total rated capacity of 220 gallons.

Chemical Feed System: (To be provided and completed by OWNER)

1. All components (chemical feed pump, day tank, and tubing) shall be NSF 61 compliant.
2. Provide a 25-gallon polyethylene day tank for sodium hypochlorite.
3. Provide aquasol classic single head adjustable peristaltic pump, model 45 MHP10, or approved equal.

Well Pump: (To be provided and completed by CONTRACTOR)

1. Provide a 4" submersible pump.
 - a. Pump shall be constructed of materials complying with NSF61.
 - b. Pump shall be rated for 20 GPM @240' TDH.
 - c. Use Goulds Model 18HS15 or approval equal.

BID FORM

_____, hereinafter called "**BIDDER**",
 (Legal Firm Name)
 is submitting this BID for furnishing and performing the work specified herein as the
 Simons Boat Ramp Public Water Supply Well, for the Lavaca-Navidad River Authority,
 Edna, Jackson County, Texas.

This BID is submitted to the **Lavaca-Navidad River Authority**, hereinafter called
 "**OWNER**".

1. Terms used in this BID FORM are defined in the Instructions to Bidders.
2. BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to furnish and perform all Work as specified or otherwise indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
3. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for Ten (10) Calendar Days after the Bid Opening. BIDDER shall sign and deliver the required number of counterparts of the Agreement, including all required documents indicated by the Bidding Requirements, within Fifteen (15) Calendar Days after the date of the OWNER'S Notice of Award.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has visited the site and is familiar and satisfied with the site conditions that may affect cost, progress, and furnishing and performing the Work as specified.
 - b. BIDDER is familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, and furnishing and performing the Work specified.
 - c. BIDDER is fully aware of the general nature of work, if any, to be performed by OWNER at the site in relation to the Work for which this Bid is submitted.
 - d. BIDDER has correlated the information known to BIDDER, information and observations obtained from site visits, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies and data with the Contract Documents.
 - e. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract

Documents, and the resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing the Work for which this Bid is Submitted.

- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid. BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding. BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. BIDDER agrees to complete the Work in accordance with the Contract Documents.
- a. Bidder acknowledges that the amounts are to be shown in both words and figures, and in case of discrepancy, the amount in words shall govern.
 - b. BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.
 - c. BIDDER acknowledges that, at OWNER option and/or at ONWERS request, any of the line items may be deleted, reduced, or increased based upon the respective Lump Sum Prices in order to satisfy budget constraints.
 - d. BIDDER agrees to furnish all necessary labor, superintendence, machinery, equipment, tools, insurance, services and all other requirements deemed necessary to complete the items of Work indicated on the following pages for the specified dollar amounts shown and stated.

BASE BID ITEMS

ITEM	QUANTITY/ UNIT	DESCRIPTION	BID PRICE
1.	LS.	Drill and case a 5" public water supply well approximately 200 feet in depth, install a minimum of 20 gpm well pump, complete the well in accordance with Plans and Specifications and in accordance with TCEQ regulations for a public water supply wells. Provide for and submit well development and well production tests. Provide for and submit water quality analysis as defined in the Contract Documents.	\$ _____

BASE BID PRICE, complete and in place, Simons Boat Ramp Public Water Supply Water Well for the Lavaca-Navidad River Authority, Edna, Jackson County, Texas, is:

_____ Dollars

and _____ Cents.

The CONTRACTOR shall substantially complete the Work in _____ calendar days.

Note: BIDDER shall be responsible for any damage to the materials provided by the OWNER and will replace or repair damaged items at BIDDER's expense.

ADD/DEDUCT ITEMS:

1A	Change in depth of borehole	ADD/DEDUCT	\$ _____	/FT
1B	Change in length of casing	ADD/DEDUCT	\$ _____	/FT
1C	Change in length of screen	ADD/DEDUCT	\$ _____	/FT
1D	Change in pump setting depth	ADD/DEDUCT	\$ _____	/FT
1E	Change in depth of cementing	ADD/DEDUCT	\$ _____	/FT

Signed: _____

(Printed Name & Title of Authorized Person)

Attest: _____

(Secretary)

Legal Firm Name: _____

Address: _____

State of Incorporation, if applicable: _____

State Contractors License No.: _____

Receipt and acknowledgement of the following Addenda to the BIDDING DOCUMENTS are hereby made:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____, 2018, by and between the **LAVACA-NAVIDAD RIVER AUTHORITY (LNRA)** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. THE WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

OWNER desires CONTRACTOR TO construct a 5” public water supply well, located at Simons Boat Ramp on County Road 417, about five (5) miles southeast of Edna, TX, in accordance with TECQ regulations. OWNER will construct the well house and protective fencing.

CONTRACTOR shall complete all Work as specified or indicated in the Agreement. The Work is generally described as follows:

- Construct and complete a 5” public water supply well, approximately 200 feet deep, with a 20 gmp well pump
- Provide for, conduct and submit well development and production tests
- Provide for, conduct and submit water quality and chemical analysis

2. CONTRACT TIMES:

The CONTRACTOR shall substantially complete the Work in _____ calendar days.

3. CONTRACT PRICE:

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as per CONTRACTOR’s BID FORM which is a part of this contract.

4. PAYMENT PROCEDURE:

Upon final completion and acceptance of work by OWNER, OWNER shall pay CONTRACTOR in full within 30 days of receipt of invoice; less any liquidated damages, if applicable.

5. WARRANTY

The Contractor shall warranty materials and installation for a period of 12 months after Substantial Completion. Contractor shall submit pump registration information to manufacturer.

6. CONTRACTOR'S REPRESENTATION:

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a. CONTRACTOR has examined and carefully studied the Contract Documents including all Addenda and the other related data identified in the Bidding Documents including "technical data".
- b. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- c. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- e. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- f. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing of the Work.

7. CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- a. This Agreement.

- b. Exhibits to this Agreement.
- c. CONTRACTOR's Bid Proposal.
- d. Notice of Award – To be issued upon OWNER's acknowledgement of compliance with Government Code 2252.908.
- e. Notice to Proceed – To be issued by OWNER
- f. Technical Specifications.
- g. Project Plans numbered & titled for the different areas of work as indicated below:
 - 1. Cover page
 - 2. Well site Plan
 - 3. Well details and seal slab
 - 4. Specifications
 - 5. Well site details
 - 6. Fence details
- h. Addendum (s) inclusive.

There are no Contract Documents other than those listed above. The Contract Documents may not be altered, amended or repealed.

7. MISCELLANEOUS:

- a. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- b. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- c. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon

OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a

valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

d. **CONTRACTOR HAS COMPLETED FORM 1295 INCLUDING OBTAINING THE CERTIFICATION OF FILING NUMBER, AND IT HAS BEEN FILED WITH OWNER, IN COMPLIANCE WITH GOVERNMENT CODE 2252.908 AS PRESCRIBED BY LAW.**

e. Consistent with Govt. Code Chapter 2270, by signing below, CONTRACTOR hereby verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This AGREEMENT shall be effective as of the _____ day of _____, 2018.

OWNER: LAVACA-NAVIDAD RIVER AUTHORITY (LNRA) CONTRACTOR: _____

BY: _____
Patrick Brzozowski, P.E.
General Manager

By: _____
(Name)

(Title)

ATTEST: _____

ATTEST: _____

ADDRESS: P.O. Box 429
Edna, Texas 77957

ADDRES: _____

PHONE: (361) 782-5229

PHONE: _____

COMPLIANCE WITH GOVERNMENT CODE 2252.908

New Government Code 2252.908 became effective January 1, 2016. The law states that a governmental entity or state agency may not enter into a contract 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 Texas Ethics Commission (Commission) was required to adopt rules necessary to implement the law and prescribe the disclosure of interested parties form. The Certificate of Interested Parties form (Form 1295) is available on the Commission’s website. **A business entity must fill out Form 1295 electronically on the Texas Ethics Commission website using the online interactive Form.** A business entity must enter the required information on the online version of Form 1295, finalize (“submit”) it, and print a copy of the completed Form, which will then contain a unique certification number generated by the Commission; the Commission retains a copy of the submitted online Form. An authorized agent of the business entity must sign the printed copy of the filled-out Form and the Form must be notarized. The completed and notarized Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the Commission, using the Commission’s certification number, and “acknowledge” the receipt of the filed Form 1295 not later than the 30th day after the date the contract binds all parties to the contract. The Commission will post the acknowledged Form 1295 to its website within seven business days after receiving acknowledgment from the governmental entity or state agency.

Information is available on the Texas Ethics Commission website (www.ethics.state.tx.us) regarding filing Form 1295, logging in for the first time, and short videos with frequently asked questions. You may also contact the Commission with questions at 512-463-5800 or LNRA (Karen Gregory) at 361-782-5229.

I/We, the undersigned, agree to comply with Government Code 2252.908 as prescribed by law.

Signed: _____
(Company Name) (Company Address)

By: _____ (Seal if Bidder is a Corporation)
(Signature)

ATTEST: _____

Date: _____

CONTRACTOR'S CORPORATE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of

(Name of Corporation)

meeting on the _____ day of _____, 20 _____,

that _____, _____, be,
(Name of Principal) (Title)

and hereby is, authorized to execute all documents necessary for the transaction of
business in the State of Texas on behalf of the said _____,
(Name of Corporation)

and

That the above resolution was unanimously ratified by the Board of Directors at said
meeting and that the resolution has not been rescinded or amended and is now in full
force and effect; and in authentication of the adoption of this resolution, I subscribe my
name this _____ day of _____, 20 _____.

Secretary

END OF DOCUMENT

BIDDER QUALIFICATION STATEMENT

BIDDER shall answer all questions, and answers shall be clear and comprehensive. If necessary, BIDDER may use and separate attached sheets to answer questions, and may submit additional information, if desired. Resume for each officer of Company and the Superintendent for this Project shall also be attached.

BIDDER's Name: _____ Organization Date: _____
Address: _____ Incorporation Date: _____

Type of Work Performed: _____

Ever Fail to Complete Awarded Work? Y or N

Ever Default on Any Contract? Y or N

On-going Contracts (if any):

	<u>DATE</u>	<u>CONTRACT NAME</u>	<u>AMOUNT</u>	<u>ANTICIPATED COMPLETION</u>
1.	_____	_____	\$ _____	_____
2.	_____	_____	\$ _____	_____
3.	_____	_____	\$ _____	_____

Completed Projects (similar Type and Importance): _____

	<u>PROJECT NAME</u>	<u>AMOUNT</u>	<u>MONTH/YEAR COMPLETED</u>
1.	_____	\$ _____	_____
2.	_____	\$ _____	_____
3.	_____	\$ _____	_____

Equipment Available for this Contract: _____

Credit Available: \$ _____ Bank Reference/Contact: _____

The undersigned hereby authorizes the LAVACA-NAVIDAD RIVER AUTHORITY (LNRA) to verify the statements comprising this BIDDER's Qualification Statement.

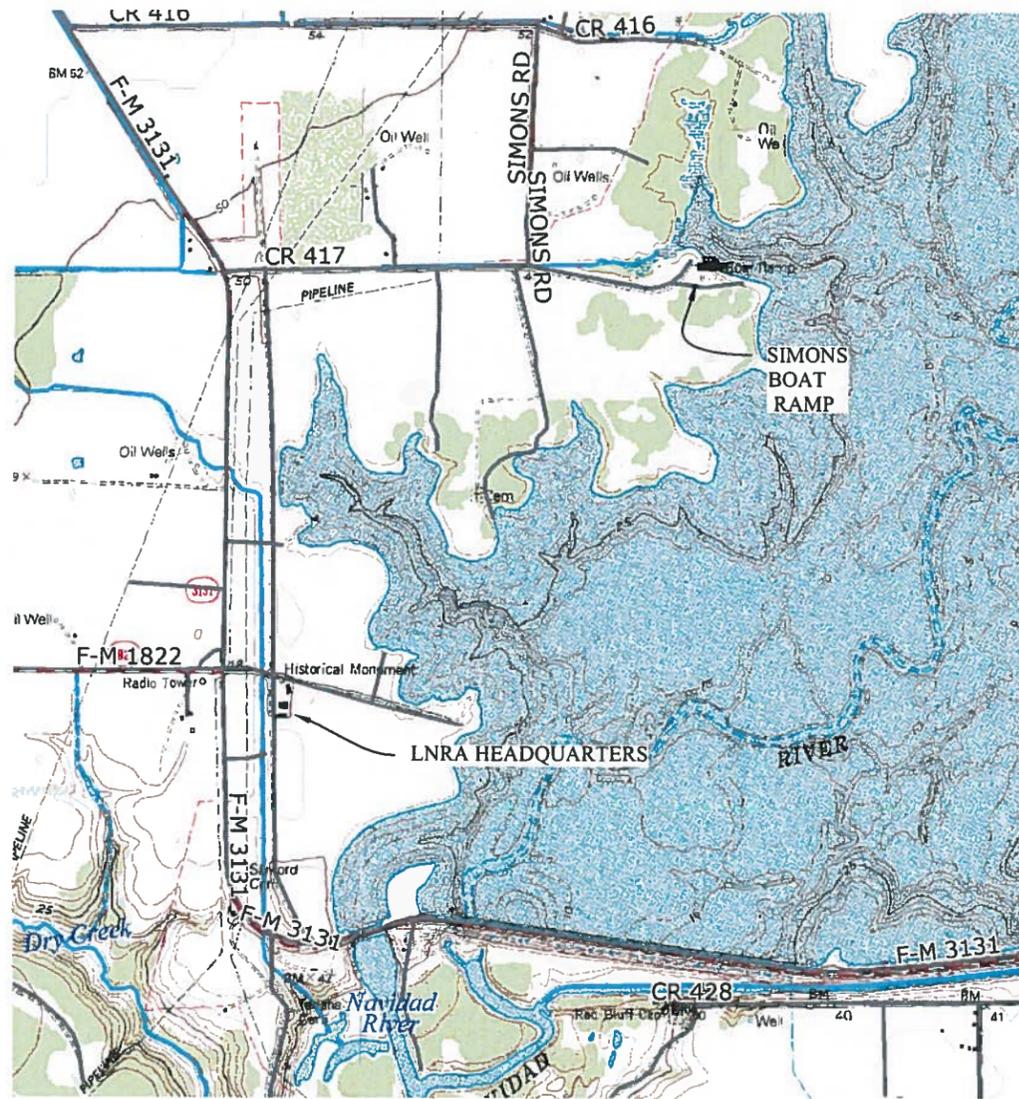
Signed: _____

Name & Title: _____

STATUTORY REQUIREMENTS**CLEAN AIR AND WATER ACTS:**

In compliance with the Clean Air Act, as amended, 41 U.S.C. 7401 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, CONTRACTOR is advised of the following conditions:

- a. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- b. CONTRACTOR shall comply with all requirements of Section 114 of the Clean Air Act, as amended.



LAVACA-NAVIDAD RIVER AUTHORITY SIMONS BOAT RAMP PUBLIC WATER SUPPLY WELL

MAY 2017

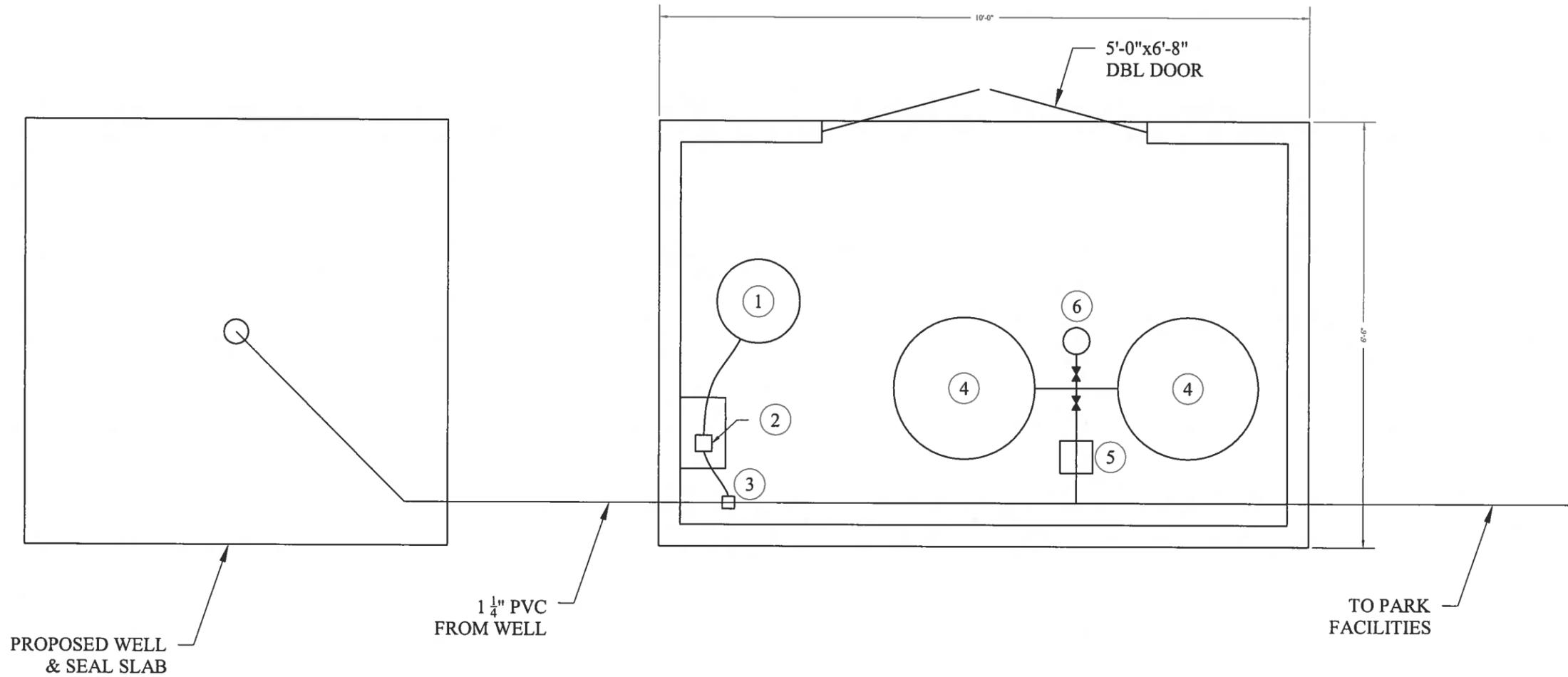
JOHN D. MERCER & ASSOCIATES, INC.
CONSULTING ENGINEERS
TEXAS REGISTERED ENGINEERING FIRM
F-324
EDNA, TX.

SHEET INDEX

COVER SHEET	SHEET 1 OF 6
WELL SITE	SHEET 2 OF 6
WELL DETAILS & SEAL SLAB	SHEET 3 OF 6
SPECIFICATIONS	SHEET 4 OF 6
WELL SITE DETAILS	SHEET 5 OF 6
FENCE DETAILS	SHEET 6 OF 6



DAVID W. SHEBLAK, P.E. NO. 66501



- 1 NaClo TANK
- 2 CHEMICAL INJECTION PUMP
- 3 NaClo INJECTION POINT
- 4 119 GALLON DIAPHRAGM TANKS (2 REQ'D)
- 5 PRESSURE SWITCH
- 6 PRESSURE GAUGE

NOTE:
BUILDING DISINFECTION EQUIPMENT &
PRESSURE TANKS BY OWNER

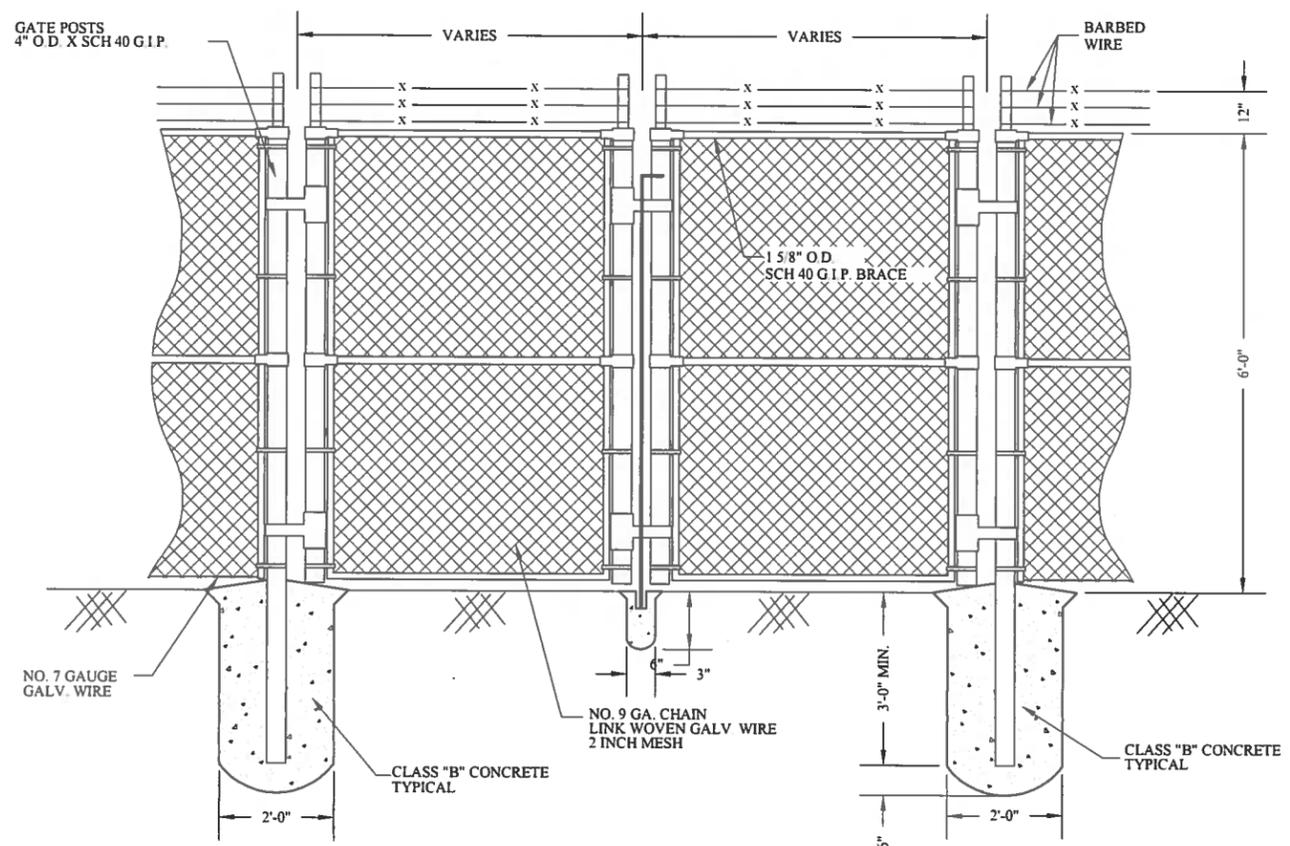
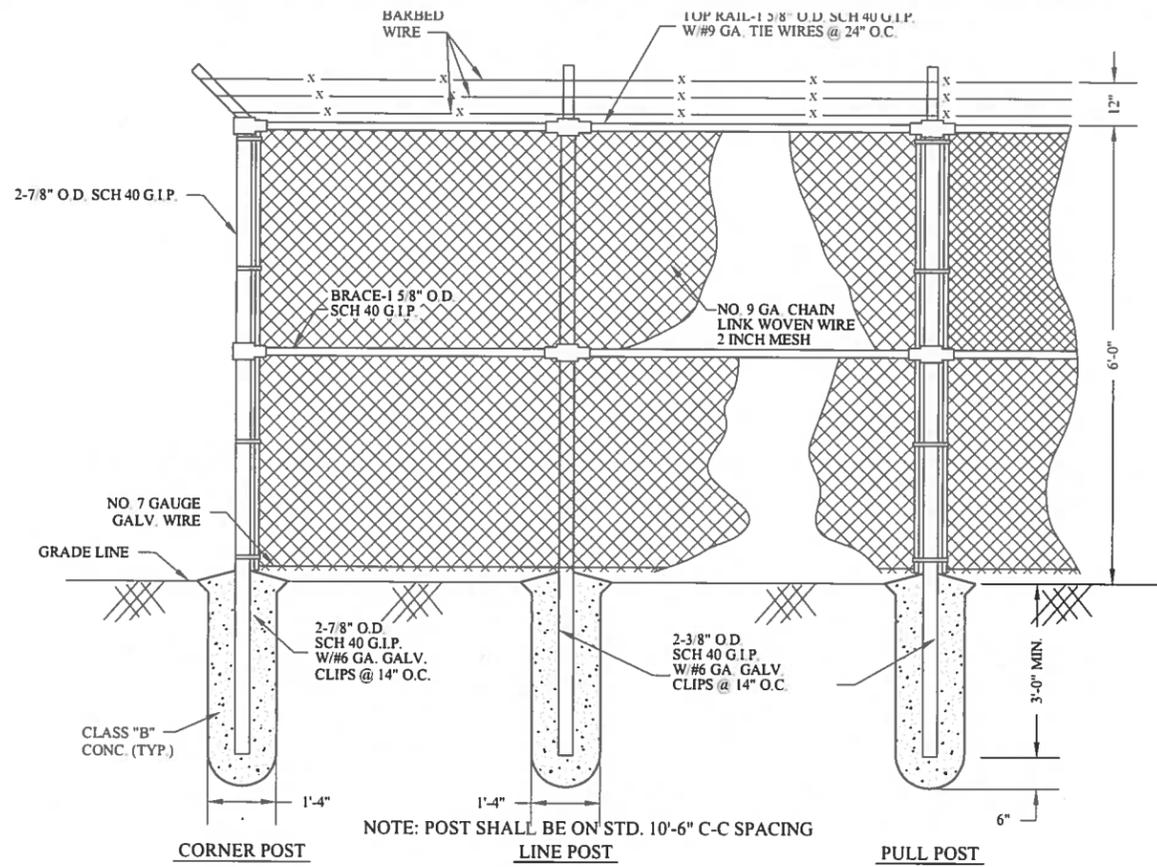
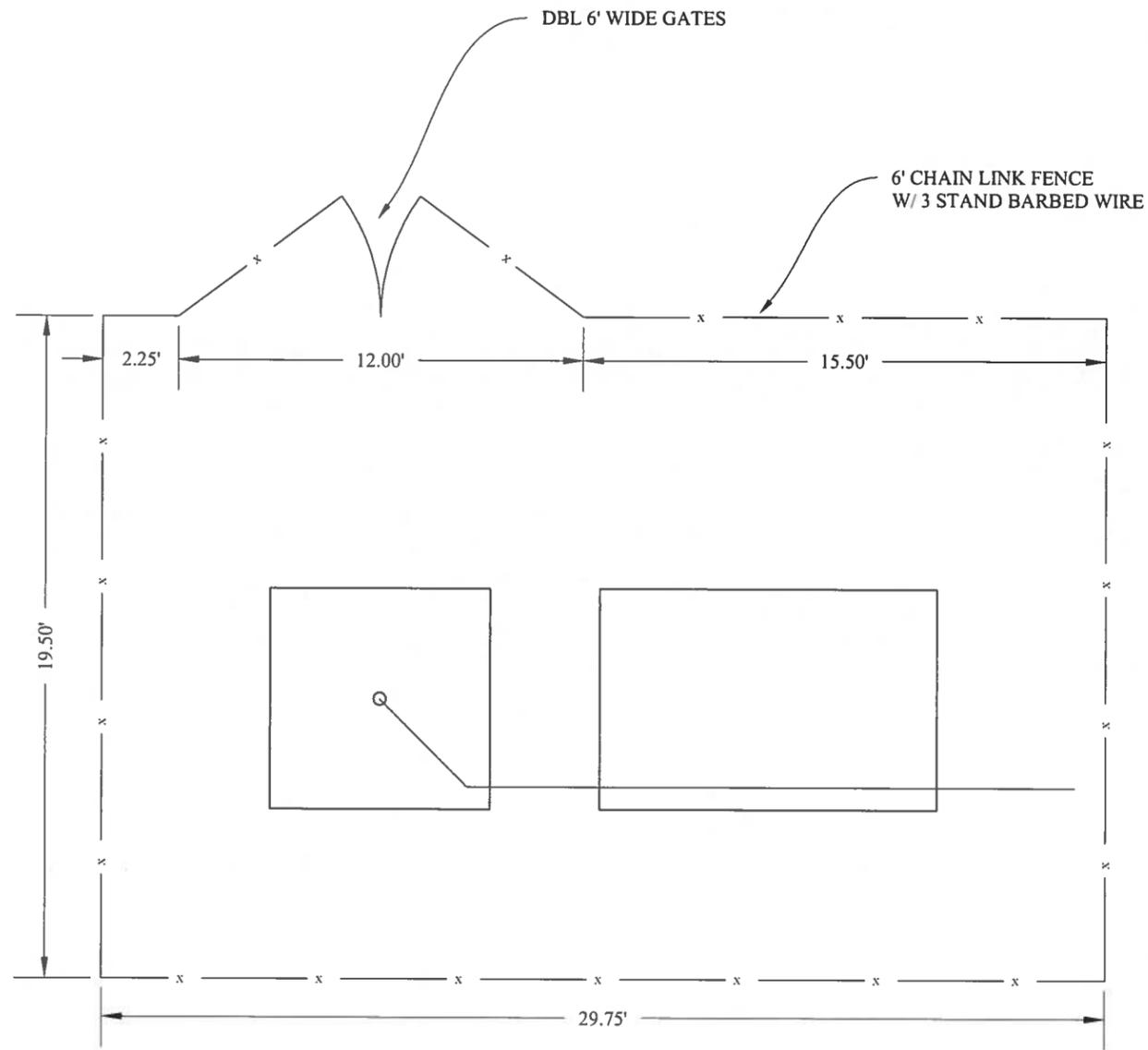
REVISION	DATE	NO.	DESCRIPTION	BY

DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 SCALE: _____

LAVACA-NAVIDAD RIVER AUTHORITY
 SIMONS BOAT RAMP
WELL SITE DETAILS



JOHN D. MERCER & ASSOCIATES, INC.
 TEXAS REGISTERED ENGINEERS
 TEXAS REGISTERED ENGINEERING FIRM F-324
 118 E. MAIN STREET
 EDNA, TEXAS 77957
 361-782-7121



*** REVISION BLOCK ***

NO.	DATE	DESCRIPTION	BY

DRAWN BY: SA

CHECKED BY: SA

APPROVED BY: SA

SCALE: SA

LAVACA-NAVIDAD RIVER AUTHORITY

SIMONS BOAT RAMP

FENCE DETAILS



JOHN D. MERCER & ASSOCIATES, INC.

CONSULTING ENGINEERS

TEXAS REGISTERED ENGINEERING FIRM F-324

118 E. MAIN STREET

EDNA, TEXAS 77957

361-762-7121