



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

**Stoplog Construction**

**BID FORM AND SPECIFICATIONS**

**November 8, 2022, at 2:00 p.m.**

**LAVACA-NAVIDAD RIVER AUTHORITY**  
**P.O. Box 429**  
**4631 FM 3131**  
**Edna, TX 77957**

**REQUEST FOR BIDS**  
**for**  
**Stoplog Construction**

**Instructions to Bidders**

The Lavaca-Navidad River Authority is seeking bids for the construction of two (2) 4' x 2' x 35' fabricated metal spillway stoplogs based on original plan sheets as designed by the US Bureau of Reclamation. Each stoplog will weigh approximately 15,000 lbs.

1. Sealed bids addressed to the Lavaca-Navidad River Authority (LNRA), P. O. Box 429, Edna, Texas, 77957, and labeled as "Stoplog Construction" will be received at the Lavaca-Navidad River Authority office located at 4631 FM 3131, Jackson County, Texas, until November 8, 2022, at 2:00 p.m. Contract documents are on file and can be obtained at the office of the LNRA or on the LNRA website, [www.lnra.org/public-information/current-bids](http://www.lnra.org/public-information/current-bids). No late or faxed bids will be considered. The Authority will proceed without unnecessary delay to consider all bids submitted and reserves the right to reject any and/or all bids.
2. Bids shall be submitted on the Bidding Schedule provided or copies thereof and signed. The Bidder must enter a bid for each item on the Bidding Schedule for his bid to be considered acceptable. The total bid submitted shall include all costs associated with the completion of the two (2) stoplogs, inclusive of labor, materials, equipment and supplies.
3. Bids must be properly sealed, marked as a sealed bid and include the name and address of the bidding party. Withdrawal or modification of bids must occur before the bid opening.
- 4.
4. Before a bid proposal is considered for award, the bidder may be asked to submit a statement regarding his previous experience in performing comparable work, his organization, financial resources, and equipment available for performing the work.
5. Bidders must submit a Bid Bond in the form of a certified check or bank draft payable to the order of the Lavaca-Navidad River Authority, or a satisfactory Bid Bond by the Bidder and acceptable surety, in an amount equal to five percent (5%) of the total Bid, as a guaranty that the Bidder will enter into a contract with ten (10) days after Notice of Award. Such check or Bid Bond will be returned to all except the two lowest Bidders within three (3) days after the opening of Bids, and the remaining check or Bid Bond promptly after the LNRA and Bidder have executed the Contract, or, if not award has been made within thirty (30) days after the date of opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

6. All bids will be opened at the time stated and at the above address. The results of the bid opening will be available after that time.
7. Bids shall be submitted on the Bidding Schedule provided or copies thereof and signed. The Bidder must enter a bid for each item on the Bidding Schedule for his bid to be considered acceptable. The total bid submitted shall include all costs for the complete conduction of services, inclusive of labor and equipment.
8. The contractor awarded the contract shall begin work at a time designated by the LNRA.
9. The Successful Bidder should refer to the Texas Code Section 151 and if there are any conflicts or questions, contact the Texas Comptroller's Office. This Contract is issued by an agency which qualifies for exemption pursuant to the provisions of Section 151.309 of the Tax Code of the State of Texas.
10. The Contractor will be paid for each stoplog, once completed and ready for delivery. All invoices will be paid within 30 days after the invoice arrives at the LNRA office and at the rate specified on the bid sheet attached hereto.
12. The terms "LNRA", "Bidder" and "Contractor" are defined in the contract and specifications as follows:

The LNRA is the Lavaca-Navidad River Authority represented by the General Manager.

The Bidder or Contractor is the party contracting directly with the LNRA to furnish equipment and perform services in accordance with the Contract Documents.

**LAVACA-NAVIDAD RIVER AUTHORITY**  
**STOPLOG CONSTRUCTION**  
**BIDDING SCHEDULE**

**SCOPE OF SERVICES**

This Project consists of the fabrication of two (2) spillway stoplogs based on original plan sheets as designed by the US Bureau of Reclamation attached under the Drawing Section as D-1 and D-2. Each Bidder shall acknowledge and include in their Bid, the modification to the stoplog retention spring assembly. During fabrication of the original stoplogs, a modification was made to the stoplog retention spring assembly. . . The steel used to construct the stoplog shall be ASTM A36 steel fabricated in the United States. No foreign steel will be accepted on this project. Contractor shall provide an invoice or mill report from the manufacturer, to LNRA, that certifies the steel was fabricated in the United States. The lines of the stoplog will be plumb, true, and straight. No warpage, twists, bellies, or sags from overheating or mishandling of the steel will be accepted. Non-conformity to the plan dimensions will not be accepted. It is imperative that the stoplogs be constructed plumb, true, and straight for proper function during deployment in the spillway gates.

During the site visit, please note, that after 40 years of service some stoplogs may be out of spec, meaning some dimensions may not be accurate or true. If there is question about a dimension, please contact Kenneth Fojtik or Scott Hartl. Otherwise, all work and materials shall conform to the details, dimensions, and material requirements as provided for on the plan sheets or as otherwise specified by LNRA.

All welding shall be performed by qualified welders. All proposals received shall include a statement indicating qualifications for each person performing welding on the stoplog. All weld connections shall comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material. Welding electrodes shall comply with AWS requirements. Unless otherwise approved, all electrodes used to construct the stoplog shall be E70XX, low hydrogen. If the use of MIG welding is intended, the successful bidder will provide submittal of proposed type of solid wire.

The stoplogs shall be delivered to LNRA free of slag or buckshot from welds. An LNRA representative will inspect and approve the condition of each stoplog prior to delivery to LNRA's Palmetto Bend Dam.

The bid price shall include shipping of the stoplogs to LNRA's Palmetto Bend Dam .

The Contractor shall provide all necessary labor, materials, equipment, and supervision as required to complete all items of work.

**Contractor**

Prior to beginning any work, Contractor shall provide proof of insurance, to include worker's compensation, and shall have Lavaca-Navidad River Authority listed as additional insured on the Contractor's insurance policy. Additionally, Contractor shall provide a copy of their W-9 to LNRA at the address listed above.

A General Services Contract, must be signed by both Contractor and LNRA before any work begins. Contractor assumes full responsibility for completing the contract under these conditions.

### **Equipment**

Contractor is required to supply all equipment, labor, materials, and superintendent needed to complete the job.

**Bid Form**

<u>Item No.</u>	<u>Description</u>	<u>Basis (each)</u>	<u>Total (x2)</u>
1.	Fabrication of two (2) spillway stoplogs based on original plan sheets as designed by the US Bureau of Reclamation attached under the Drawing Section as D-1 and D-2.		
2.	Shipping of stoplogs to LNRA's Palmetto Bend Dam.		

The undersigned, as bidder, declares that he has carefully examined the Instructions to Bidders, Bidding Schedule, Contract, Specifications, contract work locations, and General and Special Conditions.

The undersigned certifies that these amounts bid have been carefully checked and are submitted as correct and final.

The undersigned certifies that he has verified the dimensions of the existing stoplogs and understands the modification to the retention spring assembly.

The Lavaca-Navidad River Authority reserves the right to refuse any and/or all bids.

Please mark your sealed bid " Stoplog Construction".

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date

## **SPECIFICATIONS**

### **1. Investigation of Site Conditions**

Bidders are required to verify the dimensions of the existing stoplogs. A LNRA employee must accompany Bidders during this visit.

### **2. Qualifications of Low Bidder**

Prior to award of contract, the bidder shall submit such evidence as the LNRA may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include:

- (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work;
- (2) a list of equipment available for this project;
- (3) a list of projects that have been satisfactorily completed by the bidder within the last five years that are the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work;
- (4) other information that may be pertinent to the bidder's qualifications;
- (5) a designated Superintendent or contact person; and
- (6) Insurance Agent(s) telephone and address.

Should the bidder fail to promptly produce evidence satisfactory to the Authority on any of the foregoing points he may be disqualified, and the work awarded to the next bidder so qualifying.

### **3. Award**

The LNRA will proceed without unnecessary delay to consider the bidding schedules and reserves the right to reject any or all bids. Date of award is the date of the LNRA decision to award the Contract to the selected bidder. The award of the Contract will be made by the LNRA Board of Directors to the responsible party whose bid is most advantageous to the LNRA.

### **4. Rejection of Bids**

The LNRA reserves the right to reject any bidder if investigation of such bidder fails to satisfy the LNRA that such bidder is properly qualified to carry out the obligations and to complete the work contemplated by Contract Documents. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders.

### **5. Failure to Execute Contract**

Should the successful bidder fail to execute the Contract and to validate the same within 10 days after award of Contract, the award shall go to the next lowest bidder if approved by the Authority.

### **6. Contractor's Insurance**

A. The Contractor 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 the LNRA. 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 the LNRA.

B. Contractor shall procure and maintain for the term of the Contract insurance that is required by law, including workers compensation, with the following limits:

General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Workers Compensation	\$1,000,000

C. Before commencement of any work, the Contractor shall submit written evidence that the minimum insurance required by the Contract Documents has been obtained. 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 the LNRA by registered or certified mail, and, in regard to the liability policy, shall specifically state that the LNRA is named as an insured party.

## **7. Indemnity**

To the extent permissible by law, the Contractor shall protect, defend, indemnify, and save harmless the LNRA, and its officers, agents, and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property.

The Lavaca-Navidad River Authority shall not be held responsible for any damage to vehicles, equipment or other property or for any personal injuries caused by the Contractor. The Contractor will also be responsible for any damage to Contractor's equipment or injuries to Contractor's employees.

## **8. Payment**

After a statement is prepared by the Contractor showing as completely as possible the total value of the work done by the Contractor, the LNRA will review and approve the statement before payment will be made. Each invoice should include hours, price per hour and materials. LNRA will inspect the progress on a random basis to ensure the work is complete and satisfactory. All invoices will be paid within 30 days after the invoice arrives at the LNRA office and at the rate specified on the bid sheet attached hereto.

## **9. Cancellation**

This contract may be cancelled at any time by either party upon giving the other part at least thirty (30) days prior written notice of the intended date of cancellation.

## **10. Notices**

All notices, requests, demands, and other communications shall be sent to:



If to LNRA:

Lavaca-Navidad River Authority  
P.O. Box 429  
Edna, Texas 77957

If to Contractor:

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**11. Information**

To obtain additional information regarding these specifications, please contact:

Scott Hartl  
Assistant Manager of Operations  
361-782-5229

## GENERAL SERVICES CONTRACT

This Contract for Services is made effective as of \_\_\_\_\_, 2022, by and between Lavaca-Navidad River Authority (“LNRA”) and \_\_\_\_\_ (“Contractor”).

### 1. DESCRIPTION OF SERVICES

Contractor shall provide the following services:

This Project consists of the fabrication of two (2) spillway stoplogs based on original plan sheets as designed by the US Bureau of Reclamation attached under the Drawing Section as D-1 and D-2. The steel used to construct the stoplog shall be ASTM A36 steel fabricated in the United States. No foreign steel will be accepted on this project. The Contractor shall provide all necessary labor, materials, equipment, and supervision as required to complete all items of work. Contractor is hereby advised that a site inspection will be required to bid on this project to ensure each bidder is familiar with the work.

### 2. PAYMENT FOR SERVICES

Payment shall be made to Contractor upon completion of Services by providing a detailed invoice, including equipment, labor, materials and superintendence. Contractor shall also provide a copy of Form W-9. All invoices will be paid within 45 days of receipt by LNRA, and should be mailed to the address below:

Lavaca-Navidad River Authority  
Attn: Accounting  
P.O. Box 429  
Edna, TX 77957

or electronically at:

accounting@lnra.org

### 3. TERM

This Contract will terminate automatically upon Contractor’s completion of Services required by this Contract.

### 4. INSURANCE

Contractor shall procure and maintain for the term of the Contract insurance that is required by law, including workers compensation, with the following limits:

- General Liability           \$1,000,000
- Automobile Liability       \$1,000,000
- Workers Compensation     \$1,000,000

No work shall commence under this Contract until Contractor has obtained, at their own expense, all insurance and such insurance has been approved by LNRA. 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 LNRA.

**5. INDEMNIFICATION**

To the extent permissible by law, Contractor shall protect, defend, indemnify, and save harmless LNRA, and its officers, agents, and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property.

LNRA shall not be held responsible for any damage to vehicles, equipment or other property or for any personal injuries caused by the Contractor. The Contractor will also be responsible for any damage to Contractor's equipment or injuries to Contractor's employees.

**6. AMENDMENT**

This Contract may be modified or amended in writing by mutual agreement of both parties.

**7. TERMINATION**

This Contract may be terminated at any time by either party upon giving the other party at least thirty (30) days prior written notice of the intended date of termination.

**8. NOTICES**

All notices, requests, demands, and other communications shall be sent to:

If to LNRA:

Lavaca-Navidad River Authority  
P.O. Box 429  
Edna, TX 77957

If to Contractor:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. MISCELLANEOUS:**

- a. **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.**
- b. 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 this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representative as of the date first written above.

\_\_\_\_\_  
Lavaca-Navidad River Authority  
General Manager

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS: That we the undersigned, \_\_\_\_\_  
as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly  
bound unto **OWNER NAME**, hereinafter called Owner in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United  
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted  
the Accompanying Bid, dated the \_\_\_\_ day of \_\_\_\_\_, 2022, which is hereto attached and  
made party here of:

**STOPLOG CONSTRUCTION**

**LAVACA NAVIDAD RIVER AUTHORITY**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified  
therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said  
opening, and shall within the period specified therefore, or if no period be specified, within ten (10)  
days after the prescribed forms are presented to him for signature, enter into written Contract with the  
Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or  
sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in  
the event of the withdrawal of said Bid within the period specified, or the failure to enter into such  
Contract and give such bond within the time specified, if the Principal shall pay the Owner the  
difference between the amount specified in said Bid and the amount for which the Owner may procure  
the required work or supplies or both, if the latter be in excess of the former, then the above obligation  
shall be void and of no effect, otherwise to remain in full force and virtue.



## COMPLIANCE WITH GOVERNMENT CODE 2252.908

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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 30<sup>th</sup> 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](http://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.

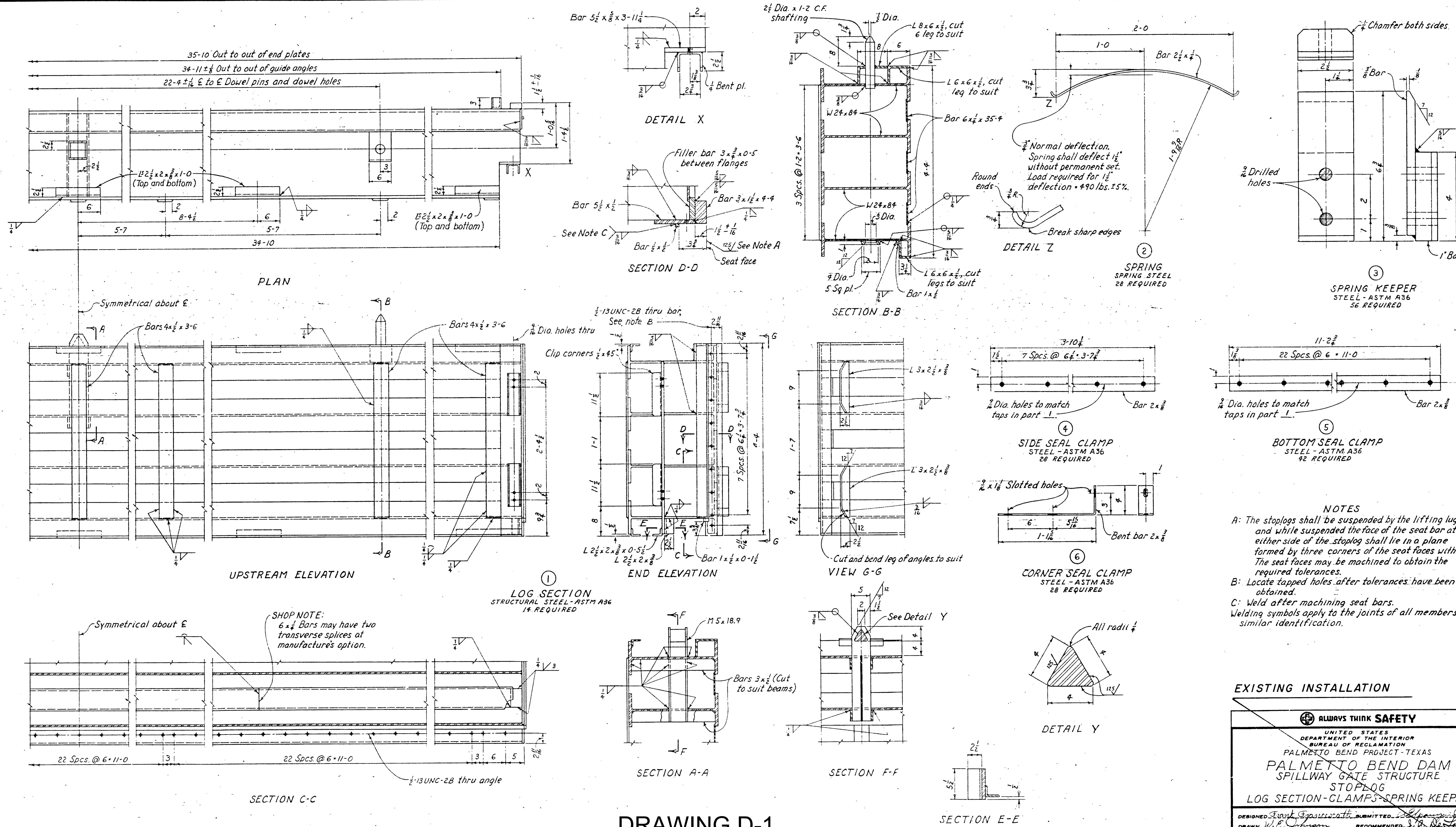
I/We, the undersigned, agree to comply with Government Code 2252.908 as prescribed by law.

Signed: \_\_\_\_\_  
(Company Name) (Company Address)

By: \_\_\_\_\_ (Seal if Bidder is a Corporation)  
(Signature)

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_



DRAWING D-1

EXISTING INSTALLATION

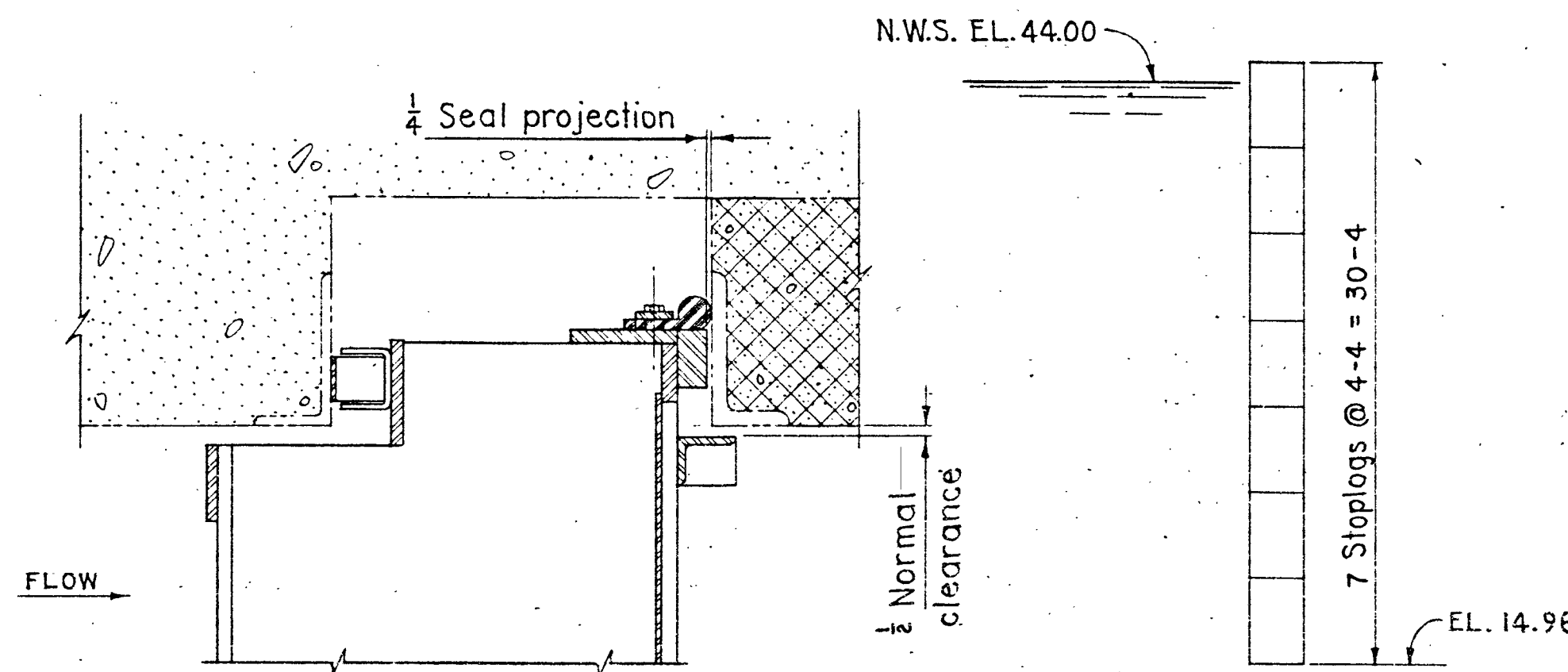
**ALWAYS THINK SAFETY**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
PALMETTO BEND PROJECT - TEXAS  
PALMETTO BEND DAM  
SPILLWAY GATE STRUCTURE  
STOPLOG  
LOG SECTION - CLAMPS - SPRING KEEPER

DESIGNED: Frank G. Sussman  
DRAWN: M. E. [unclear] RECOMMENDED: J. B. [unclear]  
CHECKED: [unclear] APPROVED: [unclear] CHIEF, MECHANICAL BRANCH

DENVER, COLORADO, JULY 11, 1974  
SHEET 2 OF 2 1212-D-111





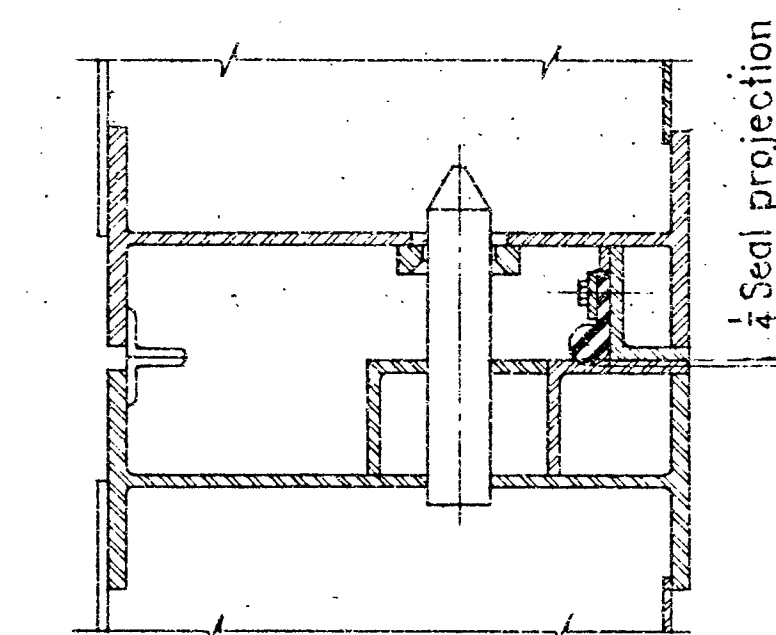
SECTION THROUGH SIDE SEAT

STACKING DIAGRAM

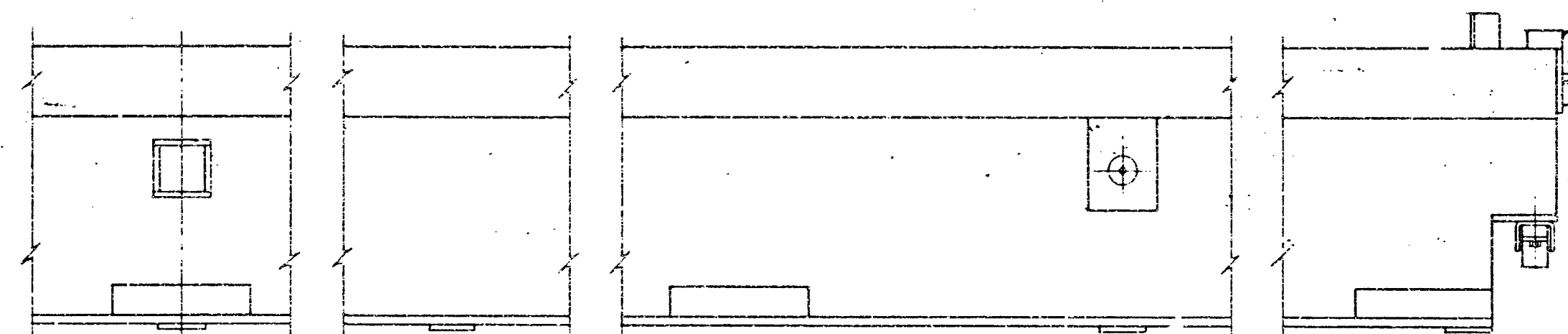
LIST OF PARTS FOR TWO OPENINGS

PART NO.	DESCRIPTION	MATERIAL	NO. REQ'D.	DRAWING NUMBER
1	Log section	STRUCTURAL STEEL-ASTM 36	14	1212-D-111
2	Spring	Spring steel	28	"
3	Spring keeper	Steel-ASTM 36	56	"
4	Side seal clamp	Steel-ASTM 36	28	"
5	Bottom seal clamp	Steel-ASTM 36	42	"
6	Corner seal clamp	Steel-ASTM 36	28	"
7	Corner seal, Type B, L=1-0	Neoprene	56	40-D-6274
8	Corner seal, Type C, L=1-0	Neoprene	28	"
9	Sealing strip, L=35-0	Neoprene	14	"
10	Sealing strip, L=3-0	Neoprene	28	"
11	1/2 x 3 Hex. hd. mach. bolt with hex. nut	Steel	112	No detail
12	1/2 x 1 1/2 Hex. hd. cap screw	Steel	1274	"

Estimated weight of parts 1 through 12 ..... 208,000 lbs.

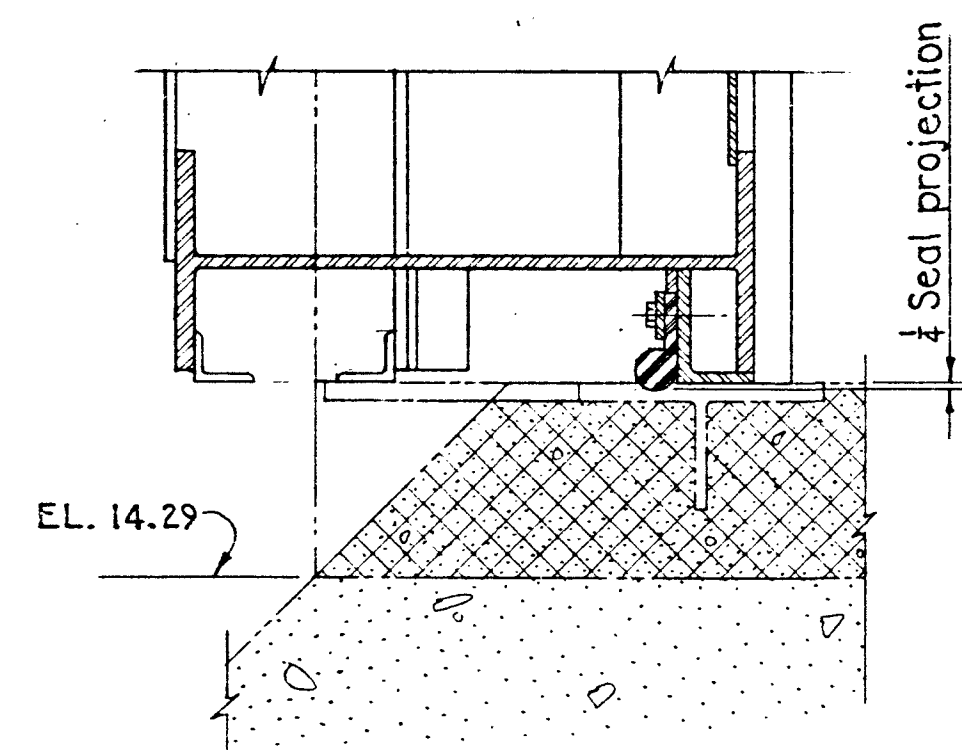


SECTION THROUGH STOPLOGS  
(SHOWING RELATION BETWEEN STOPLOGS)



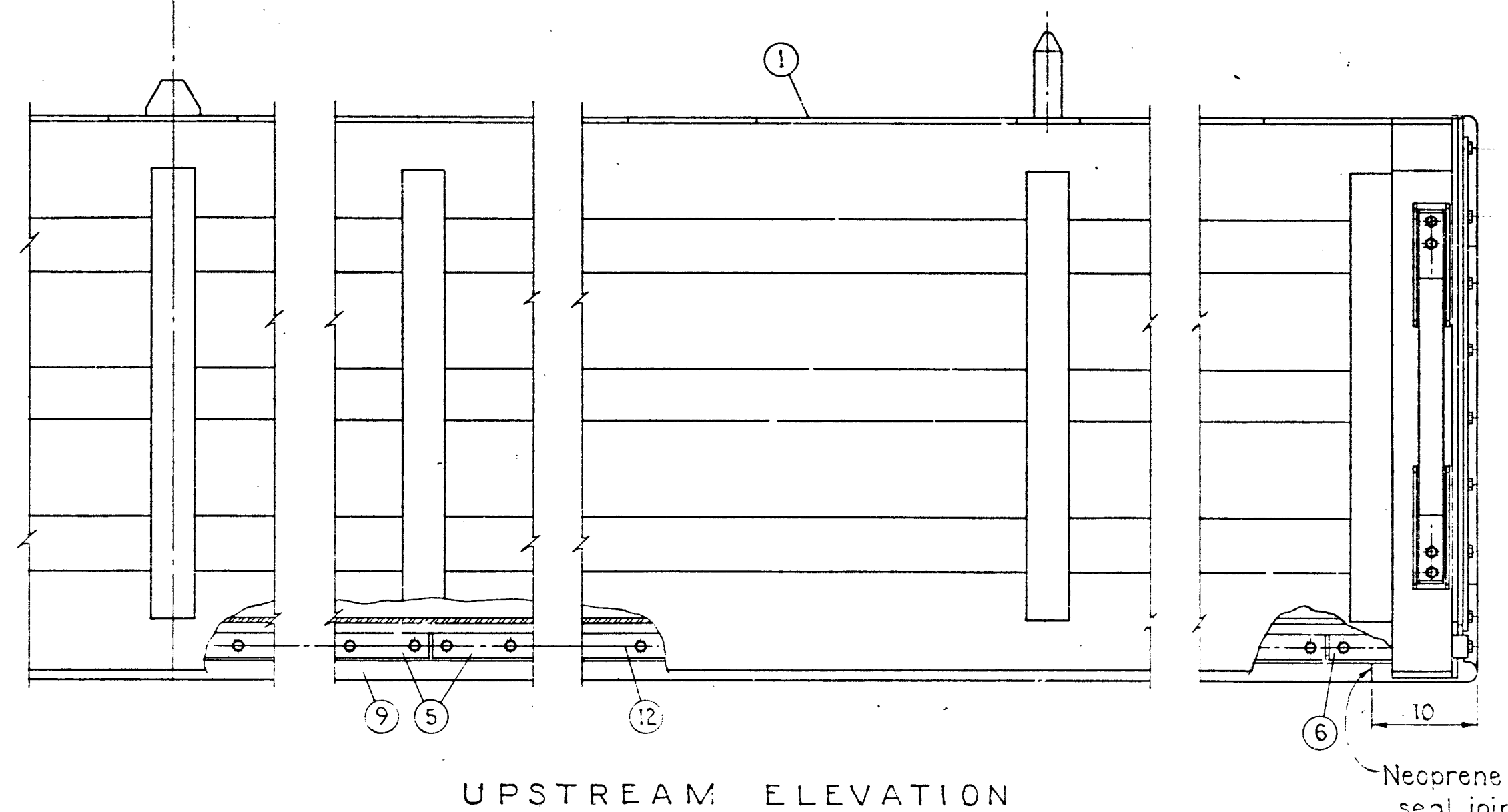
P L A N

Symmetrical about C



SECTION THROUGH BOTTOM SEAT

I N S T A L L A T I O N



UPSTREAM ELEVATION

A S S E M B L Y

DRAWING D-2

See specifications for requirements for seal installation.

DESIGN CRITERIA

Maximum design head ..... 30 ft.

NOTES

Beam shall have ends cut square before assembly. All joints in neoprene seals shall be carefully fitted and closely butted. Maintain an uncompressed seal projection of 1/4" all around when installing neoprene seals.

LIST OF DRAWINGS

INSTALLATION-ASSEMBLY-LIST OF PARTS ..... 1212-D-110  
LOG SECTION-CLAMPS-SPRING-KEEPER ..... 1212-D-111

REFERENCE DRAWINGS

STOPLOG SEATS AND GUIDES  
INSTALLATION-ANCHOR BOLT SETTING-LIST OF PARTS ..... 1212-D-108  
STOPLOG LIFTING BEAM  
INSTALLATION-ASSEMBLY-LIST OF PARTS-DETAILS ..... 1212-D-112

EXISTING INSTALLATION

**ALWAYS THINK SAFETY**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
PALMETTO BEND PROJECT-Texas  
PALMETTO BEND DAM  
SPILLWAY GATE STRUCTURE  
STOPLOG  
INSTALLATION-ASSEMBLY-LIST OF PARTS

DESIGNED: Frank Trancusath SUBMITTED: [Signature]  
DRAWN: Frank Trancusath RECOMMENDED: J. A. DeLoach  
CHECKED: [Signature] APPROVED: [Signature]  
CHIEF, MECHANICAL BRANCH

DENVER, COLORADO, JULY 11, 1974 SHEET 1 OF 2 1212-D-110