



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

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS  
FOR THE  
MRPII BAY CITY PUMP STATIONS RECOATING PROJECT  
OWNED BY THE CITY OF CORPUS CHRISTI  
IN  
MATAGORDA COUNTY, TEXAS**

**Thursday, April 11, 2024, at 1:00 p.m.**

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CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS  
FOR THE  
MRPII BAY CITY PUMP STATIONS RECOATING PROJECT  
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**SECTION 00100  
INVITATION TO BID**

Sealed bids addressed to the Lavaca-Navidad River Authority, clearly labeled, "**BID - Lavaca-Navidad-River Authority "MRPII Bay City River Pump Stations Recoating Project"**", shall be received at the LNRA Headquarters located at 4631 FM 3131, Jackson County, Texas (Mailing Address: P.O. Box 429, Edna, Texas 77957 until 3:00 p.m. Tuesday, April 9, 2024. Bids received after 3:00 p.m. shall be returned unopened. **No faxed, e-mailed, or late bids will be accepted.**

Bids shall be received for the furnishing of all labor, materials, equipment, tools and superintendence needed, to perform the preparation, rehabilitation and application of exterior coatings of the concrete wall panel surfaces. The total surface area to be treated is approximately 17,547 SF between both the River Pump Station and Booster Pump Station located at 480 State Highway 35 S, Bay City, Texas 77414.

Potential Bidders are encouraged to examine the project sites prior to submitting their bid and may contact Scott Hartl at 361-782-5229 to request a visit to the work site.

The Lavaca-Navidad River Authority is undertaking this project on behalf of the City of Corpus Christi, Texas.

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 bid thereof, and/or to reject any and all Bids.

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.

**SECTION 00200**  
**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.

**2. DESCRIPTION OF WORK**

- a. Coordinate with OWNER as to any Work specified as being done by OWNER.
  
- b. BIDDER is responsible for the protection of the pumps, motors, venting system, piping, etc. in workspace during sand blasting and painting. BIDDER will acknowledge that any damage to existing equipment will be the responsibility of BIDDER to repair or replace as deemed by OWNER.
  
- c. SUCCESSFUL BIDDER shall provide OWNER with three (3) separate renditions of the pump stations buildings to be painted showing three (3) color combinations provided by OWNER.
  
- d. Surface Preparation of concrete panels followed by a wet surface blast using #5 river sand for both the Booster Pump Station and River Pump Station. Materials must be contained to prevent dust and blasting media from entering pump stations and to collect spent blasting media.
  
- e. Apply coating treatment system primer application of Carboline Rustbond PS followed by Carbothane 133 HB as a topcoat for both the Booster Pump Station and River Pump Station, as per manufacturers recommendation.
  
- f. Replacement of caulking between concrete panels of approximately 50 LF, and/or as directed by OWNER between concrete panels.

### **3. COPIES OF BIDDING DOCUMENTS**

- A. Complete sets of Contract Documents may be obtained from OWNER.
- 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.

### **4. BIDDER QUALIFICATIONS**

To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit, upon OWNER'S request, detailed 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.

### **5. 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, performance or otherwise hinder completion of the project.
  - 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. 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.

- C. 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.
- D. The submission of a BID will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Section, 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.

## **6. 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 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 obtained and paid for by BIDDER. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

## **7. INTERPRETATIONS AND ADDENDA**

- A. All questions about the meaning or intent of the Bidding Documents shall be directed to the 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 two 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.

## **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 Special Conditions of 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.
- B. All blanks on the Bid Form must be completed by printing in ink, word processor, or by typewriter.
- 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 contractor'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 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.



## **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 name and address of BIDDER 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. No faxed, e-mailed, or late bids will be accepted.

## **13. SITE VISIT**

All prospective bidders are encouraged to visit the work site and may contact Scott Hartl at 361-782-5229 during regular business hours to request a site visit.

## **14. BID SECURITY**

- A. Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five (5) percent of BIDDER's maximum bid price. This security may be in the form of a certified or bank check or a Bid Bond on form attached, issued by a surety named in the current list of "surety companies acceptable on federal bonds" as published in the Federal Register by the U.S. Treasury Department.
- B. The Bid security of Successful BIDDER will be retained until successful BIDDER has executed the Agreement, furnished the required contract security and certificates of insurance and met the other conditions of the Notice of Award, whereupon the Bid security will be returned.
- C. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security and certificates of insurance within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited.
- D. 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 7<sup>th</sup> day after the Effective Date of the Agreement or the 36<sup>th</sup> day (time period for award plus 1 day) after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned.
- E. Bid security associated with Bids which are not competitive, will be returned within 7 days after Bid opening.

## **15. MODIFICATIONS 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. Thereafter, that BIDDER may be disqualified from further bidding on the Work to be provided under the Contract Documents.

## **16. OPENING OF BIDS**

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

## **17. 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, non-responsive, 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 OWNER.
- B. OWNER also 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.
- C. 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.
- D. 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.

- E. OWNER 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.
- F. 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.
- G. If the Contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the OWNER.
- H. If the Contract is to be awarded, OWNER will give Successful BIDDER a Notice of Award upon approval by LNRA Board of Directors regularly scheduled meeting.

## **18. SIGNING OF THE 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 ten days thereafter Successful BIDDER (CONTRACTOR) 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 accompanied by a complete set of the Contract Drawings with appropriate identification.

## **19. 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.

## **20. 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.

## **21. PROJECT FUNDING**

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

## **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 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.
  
- 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 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 LNRA 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.

**\*\* END OF SECTION \*\***

**SECTION 00300**

**BID FORM**

\_\_\_\_\_, hereinafter called "**BIDDER**", is submitting this BID for  
(Legal Firm Name)  
furnishing and performing work specified herein as the Lavaca-Navidad River Authority MRPII  
Bay City Pump Station Recoating Project.

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 Ten (10) Calendar Days after the date of the OWNERS 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. 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 OWNER 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.
  - e. BIDDER agrees to furnish all necessary labor, superintendence, plant, machinery, equipment, tools, materials, 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.

SIGNED: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name & Title of Authorized Person)

Attest: \_\_\_\_\_  
(Secretary)

Legal Firm Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

State of Incorporation, if applicable: \_\_\_\_\_

State Contractors License No.: \_\_\_\_\_

**BASE BID ITEMS**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT COSTS</u></b>	<b><u>TOTAL COSTS</u></b>
1.	Mobilization/Demobilization	LS	1	\$ _____	\$ _____
2.	Booster Pump Station: Surface Preparation of concrete panels. Surface blast shall be a wet blast #5 river sand	SF	9,887	\$ _____	\$ _____
3.	River Pump Station: Surface Preparation of concrete panels. Surface blast shall be a wet blast #5 river sand	SF	7,660	\$ _____	\$ _____
4.	Equipment containment during sand blasting and painting for both pump stations.	LS	1	\$ _____	\$ _____
5.	Booster Pump Station: Coating treatment system to include a Primer application of Carboline Rustbond PS followed by Carbothane 133 HB topcoat.	SF	9,887	\$ _____	\$ _____
6.	River Pump Station: Coating treatment system to include Primer application of Carboline Rustbond PS followed by Carbothane 133 HB topcoat.	SF	7,660	\$ _____	\$ _____
7.	Replacement caulking between concrete panels.	LF	50	\$ _____	\$ _____
<b>TOTAL BASE ITEMS COST</b>				\$ _____	

BASE BID PRICE to complete the cleaning, prepping, and painting of concrete wall panel surfaces on the River Pump Station and Booster Pump Station for the Lavaca-Navidad River Authority, Bay City, Matagorda County, Texas being the sum of items 1 through 7 is:

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents.

\$ \_\_\_\_\_

**Project will be substantially complete in \_\_\_\_\_ calendar days.**

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title of Authorized Person)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

Legal Firm Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone No. \_\_\_\_\_

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: \_\_\_\_\_



**SECTION 00400**

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_ §

County of \_\_\_\_\_ §

\_\_\_\_\_, being duly sworn, deposes and

Says that:

- (1) He (she) is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the Bidder submitting the attached Proposal;
- (2) He (she) is fully informed respecting the preparation and contents of the attached Bid and any and all appurtenances thereof;
- (3) Such Bid is genuine and is not a collusive Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affidavit.

\_\_\_\_\_

\_\_\_\_\_

(Title)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

By: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas

My commission expires \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

**SECTION 00500**

**BIDDER QUALIFICATION STATEMENT**

BIDDER shall answer all questions, and answers shall be clear and comprehensive. This form shall be notarized upon completion. If necessary, BIDDER may use and separate attached sheets to answer questions, and may submit additional information, if desired. Resume for each officer of the 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: Y or N

<b>DATE</b>	<b>CONTRACT NAME</b>	<b>AMOUNT</b>	<b>ANITPCATED COMPLETION</b>
_____	_____	_____	_____
_____	_____	_____	_____

Recently completed Projects (similar Type and Importance):

<b>PROJECT NAME</b>	<b>AMOUNT</b>	<b>MONTH/YEAR COMPLETED</b>
_____	_____	_____
_____	_____	_____

Equipment Available for this Contract:

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Bank Reference/Contact: \_\_\_\_\_

Credit Available: \$ \_\_\_\_\_

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the LAVACA-NAVIDAD RIVER AUTHORITY (LNRA) in relation to the verification of the statements comprising this BIDDER's Qualification Statement.

Printed Name & Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Executed and sworn to before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

**SECTION 00600**

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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: **Preparation, and application of coating system to the concrete wall panel surfaces of the River Pump Station and Booster Pump Station located at 480 State Highway 35 S, Bay City, Texas 77414.**

**2. CONTRACT TIMES**

The Work shall be complete and ready for final payment within \_\_\_\_\_ calendar days after date when the contract times commence to run.

**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 forms a part of this contract.

**4. PAYMENT PROCEDURE**

Upon final completion an acceptance of work by OWNER, CONTRACTOR shall submit payment application lump sum in accordance with the General Conditions.

**5. 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.

## 6. INDEMNIFICATION

- a. 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.
- b. 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 CONTRACTOR. CONTRACTOR will also be responsible for any damage to CONTRACTOR'S equipment or injuries to CONTRACTOR'S employees.
- C. **Contractor does hereby agree to release, indemnify, defend and hold harmless City of Corpus Christi, and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of Contractor, its officers, agents, employees, subcontractors, invitees or any other person arising out of or in connection with the performance of the**

**construction contract, and contractor shall at his or her own cost and expense defend and protect the City of Corpus Christi from any and all such claims and demands.”**

**7. CONTRACT DOCUMENTS**

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

- a. This Agreement
- b. Exhibits to this Agreement
- c. CONTRACTOR'S Proposal
- d. Notice of Award – To be issued upon LNRA acknowledgement of compliance with Government Code 2252.908
- e. Notice to Proceed – To be issued by LNRA
- f. Compliance with Government Code 2252.908

**8. 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.**

IN WITNESS WHERE OF, 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 \_\_\_\_\_, 2024.

**OWNER:**

LAVACA-NAVIDAD  
RIVER AUTHORITY (LNRA)

BY: \_\_\_\_\_  
Lavaca Navidad River Authority  
Patrick Brzozowski, General Manager

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

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

PHONE: 361-782-5229

**CONTRACTOR:**

\_\_\_\_\_

BY: \_\_\_\_\_  
Contractor NAME/TITLE  
\_\_\_\_\_

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

## SECTION 0700

### SPECIAL CONDITIONS

#### 1. PART I—GENERAL

##### 1.01. SITE VISIT

All prospective bidders are encouraged to visit the work site and may contact Scott Hartl at 361-782-5229 during regular business hours (8:00 am to 4:30 pm) to request a site visit.

##### 1.02. PROJECT SIGNS

All project signs regarding CONTRACTOR or Project names shall be approved by OWNER prior to erection.

##### 1.03. CONTRACTOR'S USE OF SITE

- A. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Owner. An area will be designated by OWNER for the CONTRACTOR to place a storage/job trailer for the storage of paint, material and equipment needed for the project.
- B. Electrical service: CONTRACTOR shall be responsible for providing electrical service at job site.
- C. Sanitary Facilities: CONTRACTOR shall be responsible for providing sanitary facilities for Contractor's employees.
- D. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- E. During the progress of the Work, CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

##### 1.04. DRAWINGS AND CONTRACT DOCUMENTS FOR CONTRACTOR USE

- A. CONTRACTOR shall pick up all "no-charge" documents within 10 days from date of Notice to Proceed.

- B. Additional documents after "no-charge" documents will be furnished to CONTRACTOR at cost.

#### 1.05. TESTS AND INSPECTIONS

- A. CONTRACTOR shall give OWNER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.
- C. OWNER or his CONSULTANT shall examine any Work specifically to be inspected and shall approve each section as it is deemed ready.
  - 1. OWNER or his CONSULTANT shall inspect and approve each section of concrete surface that has been cleaned before recoating. CONTRACTOR shall report any condition that may potentially affect proper application of coatings.
  - 2. Prior to surface preparation and between successive coating applications, OWNER or his CONSULTANT shall inspect concrete surfaces and substrates. CONTRACTOR shall apply all paint as per manufacturer recommendations.

#### 1.06. ORDER OF SURFACE PREPARATION AND PAINTING SCHEDULE

- A. Surface preparations will be scheduled to allow the OWNER uninterrupted operation of the pump station facilities. If the pump stations are in operation, CONTRACTOR shall provide proper covering of venting systems to ensure no blasting material and/or paint enters the system. CONTRACTOR shall be aware that the pump runs vary from 3 to 31 days per month, depending on the needs of OWNER's water customers.
- B. At no time shall CONTRACTOR or his employees modify the surface preparation and/or painting schedule without approval of the OWNER.
- C. If CONTRACTOR does not take necessary action to accomplish work according to schedule, he may be ordered by OWNER in writing to take necessary and timely action to improve work progress. Order may require increased work forces, extra equipment, extra shifts or other action necessary. Should CONTRACTOR refuse or neglect to take such action authorized, under provisions of this contract, OWNER may take necessary actions including, but not necessarily limited to, withholding of payment and termination of contract.

1.07. CONTRACTOR'S OPERATIONS AND STORAGE AREA.

- A. CONTRACTOR will provide a storage/job trailer, for the storage of paint, material and equipment needed for the Work.
- B. CONTRACTOR will provide the storage/job trailer at his expense and will coordinate utility connections and pay utility connect charges and bills. CONTRACTOR shall provide all maintenance and upkeep of trailer and equipment. Equipment breakdowns shall be repaired promptly by the CONTRACTOR. The CONTRACTOR will provide safe access to the trailer and maintain the trailer through Final Completion.
- C. All equipment will remain the property of the CONTRACTOR and will be maintained by the CONTRACTOR during construction or replaced if the equipment becomes inoperable. Trailer and equipment to be removed by CONTRACTOR upon acceptance of the Work by the OWNER.

1.08. SPECIAL CONSIDERATIONS

- A. CONTRACTOR shall be responsible for negotiations of any waivers or alternate arrangements required to enable transportation of materials to the site.

1.09. LIQUIDATED DAMAGES FOR DELAY

- A. The CONTRACTOR and the OWNER agree that time is of the essence of this Contract. The CONTRACTOR and the OWNER agree that a breach of this contract by failure to complete the Work in the specified time will cause harm to the OWNER, and further agree that the harm OWNER would sustain and the actual measure of damages the OWNER would incur from the breach are incapable or very difficult of ascertainment. Therefore, the CONTRACTOR and the OWNER agree that for each and every calendar day the work or any portion thereof shall remain uncompleted after the expiration of the time limit set in the Contract, or as extended under the provisions for Extension of Time in this Contract,
- B. CONTRACTOR shall be liable to OWNER for liquidated damages in the amount of \$250 for such calendar day, which sum the parties agree is a reasonable forecast of the damages the OWNER will sustain per day that the work remains uncompleted and in no way constitutes a penalty. The OWNER shall have the option to deduct and withhold the amount of any liquidated damages from any monies that the OWNER owes the CONTRACTOR or to recover such amount from the CONTRACTOR or the Sureties on the CONTRACTOR's bond.

1.10. INSURANCE REQUIREMENTS

- A. CONTRACTOR shall not commence work under the Contract until, he/she has obtained at his/her expense, all insurance required by the Contract Documents and such evidence of 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. CONTRACTOR must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. CONTRACTOR must furnish to LNRA one (1) copy of the Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to LNRA. LNRA and the City of Corpus Christi must be listed as additional insured on the General liability and Auto Liability policies by endorsement, and a waiver of subrogation by endorsement is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

CONTRACTOR shall procure and maintain for the term of the contract the following types of insurance:

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises and On-Going Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
UMBRELLA/EXCESS LIABILITY	\$5,000,000 Per Occurrence
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)  Employer's Liability	Statutory and complies with Section 1.06(D).  \$500,000/\$500,000/\$500,000

C. In the event of accidents of any kind related to the Contract, CONTRACTOR must furnish LNRA with copies of all reports of any accidents within 10 days of this accident.

D. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, CONTRACTOR must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by CONTRACTOR will be promptly met. An All States Endorsement shall be required if Contract is not domiciled in the State of Texas.
2. CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
3. CONTRACTOR shall be required to submit a copy of the replacement Certificate of Insurance to LNRA at the address provided below within 10 days of any change made by Contractor or as requested by LNRA. CONTRACTOR shall pay any costs incurred resulting from said changes. All notices under this Contract, shall be given to LNRA at the following address:

Lavaca-Navidad River Authority  
Attn: Patrick Brzozowski, P.E.  
P.O. Box 429  
Edna, TX 77957
4. CONTRACTOR agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contact the following required provisions:
  - List LNRA and the City of Corpus Christi, its officers, officials, employees, and volunteers, as additional insured by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the LNRA, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to LNRA or the City of Corpus Christi where LNRA or the City of Corpus Christi is an additional insured show on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of LNRA and the City of Corpus Christi; and
  - Provide thirty (30) calendar days advance written notice directly to LNRA of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice from nonpayment of premium.
5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to LNRA. LNRA shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
  6. In addition to any other remedies LNRA may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, LNRA shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrate compliance with the requirements hereof.
  7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor or its subcontractor's performance of the work covered under this contract.
  8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by LNRA for liability arising out of operations under this contract.
  9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

## SECTION 00800

### COMPLIANCE WITH GOVERNMENT CODE 2252.908

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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: \_\_\_\_\_



**SECTION 00900**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto LAVACA-NAVIDAD RIVER AUTHORITY, 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 \_\_\_\_ th day of \_\_\_\_\_ 2024, which is hereto attached and made a part hereof for:

**SURFACE PREPARATION, REHABILITATION AND EXTERIOR COATING OF THE CONCRETE WALL PANEL SURFACES OF THE RIVER PUMP STATION AND BOOSTER PUMP STATION LOCATED AT 480 STATE HIGHWAY 35 S., BAY CITY, TEXAS 77414.**

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.

IN WITNESS WHEREOF, the above bound Parties have executed this instrument under their several seals this \_\_\_\_ th day of \_\_\_\_\_, 2024. The name and corporate

seal of each corporate party hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Business Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Address

Attorney in Fact, State \_\_\_\_\_  
(Power of attorney for person signing for Surety Company must be attached to bond.)

\*\*\* END OF SECTION \*\*\*

**SECTION 01000**

**PERFORMANCE BOND**

State of Texas §  
County of Jackson §

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, hereinafter called "Surety", of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto LAVACA NAVIDAD RIVER AUTHORITY, hereinafter referred to as "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, \_\_\_\_\_, hereinafter called "Principal", and surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract, hereinafter called "Contract", with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, to which Contract is hereby referred to and made a part hereof as if included herein in its entirety.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed and convened by the Principal, to be observed and performed, and according to the true intent and meaning of said Contract and the Contract Documents, Specifications, and Drawings hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if included herein in its entirety.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract, or to the work performed thereunder, or the Contract documents, Specifications, and Drawings accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have caused this instrument to be executed in five (5) original copies, this \_\_\_\_\_ of \_\_\_\_\_, 2024

\_\_\_\_\_  
PRINCIPAL (CONTRACTOR)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_  
\_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

**SECTION 01100**

**PAYMENT BOND**

State of Texas §

County of \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
hereinafter called "Surety," of the City of \_\_\_\_\_, County of \_\_\_\_\_  
and State of \_\_\_\_\_, as authorized under the laws of the State of Texas to act as Surety on bonds for Principals, are held and firmly bound unto LAVACA NAVIDAD RIVER AUTHORITY, hereinafter referred to as "OWNER", in the penal sum of \$ \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof, \_\_\_\_\_ hereinafter called "Principal," and surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, THE PRINCIPAL has entered into a certain written Contract, hereinafter called "Contract", with the Owner, dated the \_\_\_\_\_th day of \_\_\_\_\_, 2024, to which Contract is hereby referred to and made a part hereof as if included herein in its entirety.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all Claimants supplying labor and material to him or a Subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if included herein in its entirety.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract, or to the work performed thereunder, or the Contract Documents, Specifications, and Plans accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety have caused this instrument to be executed in five (5) original copies, this \_\_\_\_\_th day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRINCIPAL (CONTRACTOR)

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

The name and address of the Resident Agent of surety is:

\_\_\_\_\_  
\_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

**SECTION 01200  
GENERAL REQUIREMENTS**

**1. GENERAL**

- a. The following is a general description of the work under this contract. It has been prepared in an effort to aid in a better understanding of the total scope of the project. This summary of work shall in no way be considered complete in such description and in all cases the requirements of the following Technical Specifications Section. Report any major discrepancies between these descriptions and the requirements of the Specifications and Drawings and request directions before proceeding.
  
- b. The "OWNER", the **LAVACA-NAVIDAD RIVER AUTHORITY (LNRA)**, desires to rehabilitate the concrete wall panels by surface preparation and application of coating system to the concrete wall panel surfaces of the River Pump Station and Booster Pump Station located at 480 State Highway 35 S, Bay City, Texas 77414.

**2. WORK TO BE PERFORMED:**

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

The principal components of the work to be performed under this Contract shall include the following:

- a) Furnish all material equipment and labor to prep surface with a #5 river sand wet blast.
  
- b) Repair caulk areas as needed before painting.
  
- c) Furnish all materials, equipment, and labor to provide coating system as specified.
  
- d) Coordinate with other contractors on site as to any Work undertaken.
  
- e) Surface Preparation: See Technical Specifications.

**DIVISION II**



## SECTION 00200

### TECHNICAL SPECIFICATIONS

#### **1.0 SURFACE PREPARATION – GENERAL**

Prior to performing any work under this item, the CONTRACTOR shall submit a detailed plan to the OWNER describing the CONTRACTOR's plan to manage construction waste including solids handling and surface contamination reduction. This includes protecting all electrical components including motors, electrical panels and exposed connections. The Contractor shall submit a detailed plan describing the management of wastewater and shrouding.

The CONTRACTOR shall be responsible for furnishing, installing, and removing all materials and structures necessary to provide the required containment, protection, and ventilation.

- 1.1 Prior to pressure washing operations, the surface shall be free of oil, grease, chemical deposits, dirt and debris. Oil and grease shall be removed by solvent, while chemical deposits and dirt shall be removed by flushing the surface with clean, treated water (potable). The use of untreated lake water shall not be permitted. Surface irregularities including corrosion pits with sharp or abrupt edges, weld spatter, burrs, pits, laminations, or other objectionable surfaces shall be removed and/or treated prior to pressure washing.
- 1.2 Following removal or repair of surface irregularities, specific surface preparation shall be using one or more of the following methods to achieve the desired cleanliness and surface profile:
  - a. Surface preparation shall include wet blasting of the entire surface using #5 river sand to create the required profile for the specified coating system.

#### **2.0 SURFACE PREPARATION – QUALITY CONTROL**

- 2.1 All work performed under this specification shall be done by a qualified, responsible person. All surfaces and property shall be protected from damage as a result of work performed on this project. The appearance of adjacent surfaces and property shall be acceptable to the OWNER. Repairs and restoration of surfaces or property necessary, if any, shall be made by the CONTRACTOR at no additional expense to the OWNER.
- 2.2 The CONTRACTOR shall proceed with coating operations as soon as possible after blasting operations to prevent the formation of oxide, or other surface contamination. Under no circumstance will the CONTRACTOR be allowed to apply a coating if the blasted surface is exposed overnight or has deteriorated to an unacceptable level for coating application.

### **3.0 SAFETY PRECAUTIONS**

If fire or explosion hazards are present, proper precautions shall be taken before any work is done.

Filter type air respirators should be worn by all operators who are exposed to dust.

Safety goggles shall be worn by all persons near cleaning operations.

### **4.0 SURFACE PREPARATION – PAYMENT**

Cost for initial cleaning and final surface preparation including the cost of furnishing all materials, equipment and supplies shall not be paid for separately, but will be paid for at the unit price under Bid Items No. 2 and No. 3.

## SECTION 00201

### PAINTING

#### 1.0 COATINGS – GENERAL

- A. The paint system shall be applied according to the manufacturer's recommendation.
- B. Each coat shall be sprayed, brushed, or rolled on in accordance with the manufacturer's recommendations. Thinning is allowed per manufacturers recommendation.
- C. Each coat shall be dry to the touch before the next coat is applied. Follow the manufacturer's directions implicitly.
- D. During and after application of each coating, all surfaces shall be checked with appropriate wet and dry mil gauges to ensure that the required thickness of coating is being obtained.
- E. The Contractor shall guarantee to the Owner for a period of one (1) year from the date of the final inspection and acceptance to the extent that he will repair any defects which may appear due to faulty surface preparation and/or application of coatings.
- F. Up on completion of all the work, the Contractor shall remove all surface materials and rubbish and dispose in accordance with directions of the CONTRACT AGENT. He shall repair all damage caused by his workers and shall leave the premise in a clean and orderly condition.

#### 2.0 MATERIAL DESCRIPTION

- A. All concrete coating products furnished for this project shall be manufactured by the same manufacturer and shall be compatible with one another.
- B. All paint shall be prepared at the factory ready for application. The addition of thinner or other material to the paint after the paint has been shipped shall not be permitted, except as recommended by the manufacturer and by permission of the OWNER. CONTRACTOR shall furnish paint manufacturer's certification that the paint complies with paint system requirements specified.
- C. Tinting – All tinting materials required shall be added to the paint at the time of paint manufacture. Field tinting shall not be allowed.

- D. All containers shall be labeled showing the exact title of the paint, the manufacturer's name, date of manufacture, the manufacturer's batch number, the specification number and the lot number if appropriate. Containers shall be packaged and stored in new approved cans.
- E. Precautions concerning the handling and application of paint shall be as shown and described on the label of paint and solvent.
- F. The Contractor shall make every effort to feather in the new paint with the surrounding paint so that a seamless blend is achieved.

### **3.0 PHYSICAL PROPERTIES**

Coating supplied shall conform to the following minimum requirements:

#### **A. PRIMER COAT**

Primer Coat shall conform to the specifications of Carboline Rust bond coating as manufactured by Carboline or its equivalent.

#### **B. FINISH COAT**

Finish Coat shall conform to the specifications of Carbothase 133 HB manufactured by Carboline or its equivalent.