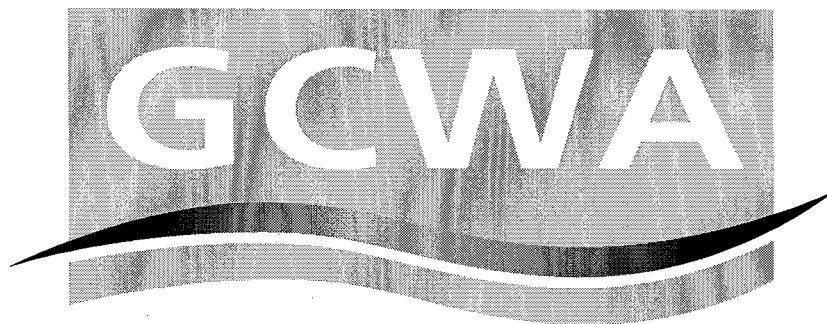


SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

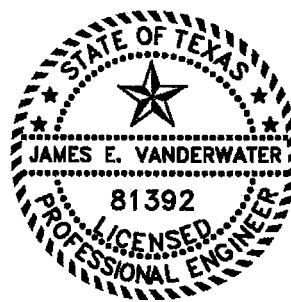
FENCE IMPROVEMENTS AT THOMAS S. MACKEY WATER TREATMENT PLANT

PROJECT NO. 06.20.20150318



Gulf Coast Water Authority

MARCH 2015



James E. Vanderwater
3/25/15

Document 00010

TABLE OF CONTENTS

Doc. No.	<u>Document Title</u>
00010	Table of Contents
00410	Bid Form
00500	Agreement
00540	IRS Form W-9
00611	Payment Bond
00615	Certificate of Insurance (For filing)
00640	Conflict of Interest Questionnaire
00700	Purchase Order Conditions

SPECIFICATIONS

02821 Chain Link Fence

DRAWINGS

SITE DRAWING

END OF DOCUMENT

Document 00200

INSTRUCTIONS TO BIDDERS

1.0 RELATED DOCUMENTS

- A. Document 00210 – Supplementary Instructions to Bidders.
- B. Document 00410 - Bid Form
- C. Document 00495 - Post-Bid Procedures.
- D. Document 00500 - Agreement.
- E. Purchase Order Conditions.

2.0 DEFINITIONS

- A. Definitions set forth in Purchase Order Conditions and in other documents of Project Manual, are applicable to Bid Documents.
- B. *Addendum*: Written or graphic instrument issued prior to Bid opening, which clarifies, modifies, corrects, or changes Bid Documents.
- C. *Authority*: Gulf Coast Water Authority, a Conservation and Reclamation District of Galveston County, Texas. Authority Administrative Offices are located at 3630 Highway 1765, Texas City, Texas 77591.
- D. *Bid*: A complete and properly signed offer to perform the Work in accordance with this Document.
- E. *Bid Date*: Date and time set for receipt of Bids as stated in Document 00210 - Supplementary Instructions to Bidders, or as modified by Addenda.
- F. *Bid Documents*: Project Manual, Drawings, and Addenda.
- G. *Bidder*: Person or firm, identified in Document 00410 - Bid Form, including its successors, and its authorized representative.
- H. *CIQ*: Conflict of Interest Questionnaire per Chapter 176 of the Local Government Code.
- I. *Low Bidder*: Apparent successful Bidder that qualifies as a responsible Bidder and that submits Bid with lowest Total Bid Price.
- J. *Project Manager*: Person designated in Advertisement for Bids to represent the Authority during bidding and post-bid periods.
- K. *Project Manual*: Volume assembled for the Work that includes the bidding requirements, sample forms, Conditions of the Contract, and Specifications.
- L. *Security Deposit*: A certified check, cashier's check, or bid bond in the amount of 5 percent of the Total Bid Price.

3.0 NOTICE TO BIDDERS

- A. Texas House Bill 914, which added Chapter 176 to the Local Government Code, mandates the public disclosure of certain relationships with local government officers and providing public access to certain information. Vendors must complete and have on file a CIQ form for this purpose if they have or are seeking to contract or to do business with the Gulf Coast Water Authority for the sale of property, goods, or services. Bidders may obtain a list of Officers from the Authority Administrative Office.

4.0 BID DOCUMENTS

- A. The Bid Documents may be obtained at the Authority Administrative Offices.
- B. The Bid Documents are made available only for the purpose of bidding on the Work. Receipt of Bid Documents does not grant a license for other purposes.
- C. On receipt of Bid Documents, Bidder shall verify that documents are legible and complete, compare contents of Project Manual with Document 00010 - Table of Contents. Bidder shall notify Project Manager if Bid Documents are incomplete.

5.0 EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS

- A. Bidder shall examine Project site, become familiar with local conditions under which the Work shall be performed, conduct appropriate investigations, and correlate personal observations with requirements of the Bid Documents before submitting Bid.
- B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain extent of subsurface conditions.
- C. Failure of Bidder to perform the investigations prior to submitting a Bid does not relieve Bidder of responsibility for investigations, interpretations and proper use of available information in the preparation of its Bid.
- D. Bidder shall observe limitations of access to occupied or restricted site as stated in Document 00210 - Supplementary Instructions to Bidders.

6.0 INTERPRETATIONS DURING BIDDING

- A. Bidder shall immediately submit written question to Project Manager upon finding errors, discrepancies, or omissions in Bid Documents. Verbal discussions and answers are not binding.

7.0 ADDENDA

- A. Bidders who submit a bid on this project shall be presumed to have received all addenda and to have included any cost thereof in their bids, regardless of whether they acknowledge the addenda or not.
- B. The Authority will make Addenda available at same location where the Bid Documents may be obtained. The Authority will notify plan holders of record when Addenda are available. Bidders are responsible for obtaining Addenda after notification.

8.0 PREPARATION OF BIDS

- A. Bidder shall fill in applicable blanks and properly sign Document 00410 - Bid Form.
- B. Bidder shall initial all pages of Document 00410 – Bid Form.
- C. Bidder is responsible for all costs incurred by the Bidder, associated with preparation of its Bid and compliance with Post-bid Procedures.
- D. In the event of an error in extending a Unit Price or total of extended Unit Prices, Unit Price shall govern.
- E. Bidder may not adjust preprinted price on line items stating "Fixed Unit Price" in the description on the Bid Form.

9.0 BID SUBMISSION

- A. The Authority will receive Bids at 3630 Highway 1765, Texas City, Texas 77591 on Bid Date specified in the Advertisement.
- B. Bids submitted after Bid Date will be returned to Bidder unopened.
- C. Verbal Bids are invalid and will not be considered.
- D. Bidder shall submit in person, or by mail one copy of the signed Document 00410 - Bid Form along with 5% Security Deposit, and required Bid Supplements. In addition, Bidder shall clearly identify Project, Bid Date and Bidder's name on outside of envelope, subject of email or fax transmittal cover sheet.
- E. The Authority may reject all Bids or may reject any defective Bid.

10.0 SUBCONTRACTORS AND SUPPLIERS

- A. The Authority may reject proposed Subcontractors or Suppliers.

11.0 BID SECURITY

- A. Bidder shall submit a Security Deposit with its Bid.
- B. Certified Check or Cashier's Check, made payable to the Gulf Coast Water Authority. A check is submitted on the condition that if Bidder is named Low Bidder and fails either to timely and properly submit documents required in Document 00495 - Post- Bid Procedures, the Authority will cash the check
- C. Bid Bond; The bid bond must be a valid and enforceable bond, signed by a surety that complies with other requirements set out by law. The bid bond must name the Gulf Coast Water Authority as obligee, and be signed by the Bidder as principal and signed and sealed by the surety. The bid bond must be conditioned such that if Bidder is named Low Bidder and then fails to timely and properly submit documents required in Document 00495 - Post-Bid Procedures, surety will be obligated to pay to the Authority.
- D. Security Deposits will be retained until after the Contract is awarded or all Bids are rejected.
- E. Low Bidder forfeits Security Deposit if it fails to timely and properly submit documents required in Document 00495 - Post-Bid Procedures. The Authority may claim an amount equal to the difference between the Total Bid Price of the defaulting Bidder and the Total Bid Price of the Bidder awarded the Contract. If Security Deposit is a check, the Authority will reimburse any remaining balance to the defaulting Bidder.

12.0 BID DISQUALIFICATION

- A. The Authority may disqualify a Bid if the Bidder: improperly or illegibly completes information required by the Bid Documents; fails to sign Bid or improperly signs Bid; qualifies its Bid; or improperly submits its Bid.

13.0 *PREBID MEETING*

- A. A prebid meeting is scheduled to be held at the place, time, and date listed in Document 00210 – Supplementary Instructions to Bidders.
- B. All Bidders, subcontractors, and suppliers are invited to attend.

14.0 *ACCEPTANCE OF THE BID*

- A. The Authority will send to Low Bidder a Notice of Intent to Award. Acceptance by the Authority is conditioned upon Bidder's timely and proper submittal of documents required in Document 00495 - Post-Bid Procedures.
- B. The Bid remains open to acceptance and is irrevocable for 90 days.

END OF DOCUMENT

Document 00210

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following Paragraphs modify Document 00200 - Instructions to Bidders. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders remains in effect.

5.0 - EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS: Insert the following paragraph:

- D. Add the following Paragraph D.1:
 - 1. Area within contract limits is currently restricted. Access for examination is restricted to times, durations, routes and presence of the Authority, occurring at the conclusion of the Prebid Meeting or as otherwise directed by Authority Engineer. See Paragraph 12.0 below.

9.0 – BID SUBMISSION: Add the following Paragraph A.1 to this Section:

- A. Add the following Paragraph A.1:
 - 1. The Authority will receive Bids at 3630 FM 1765, Texas City, Texas until 10:00 a.m., local time on April 9, 2015.

12.0 – PREBID MEETING: Add the following Paragraph A.1 to this Section:

- A. Add the following Paragraph A.1:
 - 1. A Prebid Meeting will be held at 10:00 AM on April 6, 2015 at 4001 5th Avenue North, Texas City, Texas 77591

END OF DOCUMENT

**DOCUMENT 00410
 UNIT PRICE BID PROPOSAL**

1.0 CONTRACT TIME

If offer is accepted, Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.0 UNIT PRICES

Item no.	Item description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in figures
1	Fence, 6' tall with 3 strands of barb wire, Including Posts, Top Rail, and 15 corner posts	LF	880		
2	Fence, 8' tall with 3 strands of barb wire, Including Posts, Top Rail, and 15 corner posts	LF	20		
3	Wrought Iron Fence with Posts and Rails, 8' Tall; Remove wooden fence.	LF	20		
4	Replace Fence Fabric, 6' tall	LF	910		
5	Swing Gate, 6' tall with 3 strands of barb wire, 8' long each	EA	6		
6	Swing Gate, 6' tall with 3 strands of barb wire, 12' long each	EA	2		
7	Swing Gate, 6' tall with 3 strands of barb wire, 4' personnel gate	EA	2		
8	Line Post support on Concrete Headwall	EA	3		
9	Remove existing fence and gates	LF	270		
10	Replace Fabric on Gates	LF	40		
11	Paint existing gate frame, Solvent Clean & Sand surface. Apply Sherwin Williams Zinc Clad 5; 3 to 4 mils DFT or equal.	LF	40		

ITEM 11-15; EXTRA WORK ITEMS THAT WILL BE USED IF APPROVED BY THE AUTHORITY ENGINEER					
11	Replace Existing Corner Post	EA	8		
12	Replace Existing Line Post	EA	18		
13	Replace Existing Top Rail	LF	400		
14	Replace Existing 3 Strand Barb Wire Bracket	EA	40		
15	Replace Barb Wire, 3 - Strands	LF	200		

TOTAL BID PRICE: \$ _____

3.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder: _____
(Print or type full name of your proprietorship, partnership, corporation, or joint venture.*)

**By: _____
Signature Date

Name: _____
(Print or type name) Title

Address: _____
(Mailing)

(Street, if different)

Telephone and Fax Number: _____
(Print or type numbers)

END OF DOCUMENT

CONTRACT AGREEMENT

Document 00500 - AGREEMENT

The Authority: THE GULF COAST WATER AUTHORITY, 3630 Highway 1765, Texas City, Texas 77591 and

The Contractor:

(Address for Written Notice) _____

Telephone: _____ Fax: _____

Project No: 06.20.20150320

The Project Title: Fence Improvements at the Thomas S. Mackey Water Treatment Plant

The Project Location: Thomas S. Mackey WTP, 4001 5th Avenue North, Texas City, Texas 77591

The Authority Engineer is: James E. Vanderwater, P.E.

(Address for Written Notice) 3630 Highway 1765, Texas City, Texas 77591

Telephone: 409-935-2438; Fax: 409-935-4156

THE GULF COAST WATER AUTHORITY AND THE SUPPLIER AGREE AS SET FORTH BELOW:

ARTICLE 1 - WORK

- 1.1 The Supplier shall execute the Work in accordance with the provisions of the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as otherwise provided herein.

ARTICLE 2 - DATE OF COMMENCEMENT OF WORK AND DATE OF SUBSTANTIAL COMPLETION

- 2.1 The Date of Commencement of the Work, as defined in Purchase Order Conditions, is the date from which the Contract Time is measured, which date is the date established by Notice to Proceed from the Project Manager to the Supplier.
- 2.2 The Supplier shall achieve substantial completion of the Work not later than 270 Days after the Date of Commencement of the Work, subject to adjustments of the Contract Time as provided in Contract Documents.

ARTICLE 3 - CONTRACT PRICE

- 3.1 Subject to all the terms and conditions of the Contract Documents, the Authority shall pay the Supplier in current funds for the Supplier's performance of the Contract, the Contract Price of _____ Dollars (\$ _____).
- 3.2 The Contract Price, for those unit price items of Work which are listed in Document 00410 - Schedule of Unit Price Work, when attached, is subject to adjustment at completion of the Work due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

ARTICLE 4 - PAYMENTS

- 4.1 The Owner shall make progress payments to the Supplier on account of the Contract Price as provided below and elsewhere in the Contract Documents.
- 4.2 The period covered by each progress payment shall be one calendar month ending on the 25th day of the month.
- 4.3 The Authority Engineer will issue a Certificate for Payment and the Authority will make a progress payment on the basis of such Certificate as provided in the Purchase Order Conditions.

CONTRACT AGREEMENT

4.4 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Authority to the Supplier as provided in the Purchase Order Conditions.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

5.2 The Contract may be terminated by the Authority or by the Supplier as provided in the Purchase Order Conditions.

5.3 The Work may be suspended by the Authority as provided in the Purchase Order Conditions.

ARTICLE 6 - ENUMERATION OF CONTRACT DOCUMENTS

6.1 The basis for this Agreement is this executed Document 00500 - Agreement between the Gulf Coast Water Authority and Contractor. Other Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated under this Article and, unless otherwise noted, are contained in the Project Manual dated March 2015.

6.2 PURCHASE ORDER CONDITIONS

6.4 The Specifications.

6.5 The Drawings.

6.6 The Addenda, issued separately, which apply to Contract Documents, are as follows:

6.7 Attachments to this Agreement are as follows:

<u>Document No.</u>	<u>Title</u>
<input checked="" type="checkbox"/> 00410	Schedule of Unit Price Work
<input type="checkbox"/> 00511	Resolution of Corporation (if a corporation)
<input type="checkbox"/> 00610	Performance Bond
<input checked="" type="checkbox"/> 00611	Payment Bond
<input checked="" type="checkbox"/> 00615	Affidavit of Insurance (with the Certificate of Insurance attached)

This Agreement is effective as of the date of countersignature by the Authority's General Manager and is executed in two original copies, one of which is to be retained by the Authority and one is to be delivered to the Contractor.

CONTRACTOR:

GULF COAST WATER AUTHORITY

By: _____
Name:

By: _____
Ivan Langford

Title:

General Manager

Date:

Date:

END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DOCUMENT 00611

PAYMENT BOND

THAT WE, CONTRACTOR NAME, as Principal, hereinafter called Contractor, and the other subscriber hereto, SURETY NAME, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the GULF COAST WATER AUTHORITY, a political subdivision of the State of Texas (AUTHORITY), in Galveston County, Texas, in the sum of WRITTEN DOLLAR AMOUNT dollars and WRITTEN CENTS AMOUNT cents (\$NUMBERS), for the payment of which sum well and truly to be made to the AUTHORITY and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the AUTHORITY for PROJECT NAME, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the AUTHORITY, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void and shall no further force and affect; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, 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 it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, or other waiver or amendment of the terms of the Contract or to the work to be performed thereunder, nor any change in the method or amount of payments stipulated to be made by the AUTHORITY under the Contract, shall relieve Surety of its obligations hereunder, and Surety hereby waives notice of any such change, extension of time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract, regardless of the length of time involved.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**GULF COAST WATER AUTHORITY
TECHNICAL SPECIFICATIONS**

**PAYMENT
BOND**

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:

CONTRACTOR NAME
Name of Contractor

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS: (SEAL)

SURETY NAME
(Full Name of Surety)

SURETY STREET ADDRESS
(Physical Address of Surety for Notice)

SURETY MAILING ADDRESS
(Mailing Address of Surety for Notice)

SURETY PHONE NUMBER
(Telephone Number of Surety, with area code)

By: _____
Name: SURETY WITNESS
Title: WITNESS TITLE
Date:

By: _____
Name: SURETY ATTORNEY
Title: Attorney-in-Fact
Date:

CERTIFICATE AS TO _____ PRINCIPAL

1. I, _____, certify that I am the secretary of the _____ named as principal in the within Bond, that _____, who signed the said Bond on behalf of the principal, was then _____ of said _____, that I know his/her signature thereto is genuine, and that Bond was duly signed, sealed, and attested for and in behalf of said _____ by authority of its governing body.

Corporate Seal (required if a Corporation)

2. Surety shall provide current power-of-attorney.
3. Date of Bond and surety power-of-attorney shall not be dated prior to the date of the Agreement.
4. Surety companies executing bonds shall appear on the Treasury Departments most current list (Circular 570 amended) and be authorized to transact business in the State of Texas.

END OF DOCUMENT

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared

_____ ,
who

Affiant

being by me duly sworn on oath stated that Affiant is the _____
_____, of

Title

Contractor's Company Name

the Contractor named and referred to within the Bid documents; that Affiant is fully competent and authorized to give this affidavit and that Affiant has read the attached copy of Contractor's Insurance Requirements set by Gulf Coast Water Authority and Affiant understand and agrees to provide insurance coverage during the term of the Contract that complies with these Requirements.

Affiant's Signature

SWORN AND SUBSCRIBED before me on _____
Date

Notary Public in and for the State of

Print or type Notary Public name

My Commission Expires: _____
Expiration Date

Insurance

The Authority may impose any reasonable insurance requirement on any contractor, vendor or consultant, depending on the nature of the contract and the work to be performed. The following are guidelines to set forth the insurance requirements the Authority generally requires.

For purposes of this policy document, a contractor or consultant is defined as an individual, company, or corporation who provides services involving use of manpower. Hereafter the word 'Contractor' includes services performed by contractors and consultants.

The Contractor, at its own expense shall purchase, maintain, and keep in force such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Before commencing any of the work, the Contractor shall furnish and maintain a valid, "Certificates of Insurance" acceptable to the Authority substantiating the fact that Contractor has taken out the specified insurance for the period covered by the Agreement with an insurance carrier acceptable to the Authority. The Contractor shall require all sub-contractors to carry limits equal to or greater than stated in this agreement.

Certificate of Insurance specifications: The Insurance carrier shall be licensed to do business in the State of Texas in which the work is to be performed. Each certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of fifteen (15) days after the Authority shall have received notification of such cancellation or reduction by registered mail.

Nothing contained shall be construed as limiting in any way the extent to which the Contractor or its sub-contractor may be held responsible for payment of damages resulting from the Contractor's or its sub-contractor's operations.

All property and liability insurance, including Comprehensive General, Public, and Automotive, shall be written by an insurer licensed to conduct business in the State of Texas. The Authority, its officers, agents and employees shall be named as an additional Insured.

Limits of Insurance shall be at a minimum:

(1) Comprehensive General Liability, Public Liability Insurance (Including Contractual, Completed Operations, and Products Liability) – in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. the Authority and its authorized officers, representatives, and employees shall be named as Additional Insured as respect to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, occupied or used by Contractor.

(2) Automobile Liability Insurance – in the amount of \$1,000,000 combined single limit per accident, for bodily injury and property damage. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this agreement, and the vendor / Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient. Automobile Liability Limits above minimum state required limits *may be waived* if vehicle use it limited to the Authority Facility entrance parking lots and not used elsewhere on Authority premises.

(3) Worker's Compensation Insurance – The Contractor shall provide and maintain Worker's Compensation Insurance which complies in all aspects and amounts with all applicable State and Local Statutes and Ordinances and Employers Liability converge in the amount of Bodily Injury By Accident - \$1,000,000 per accident; Bodily Injury by Disease - \$1,000,000 policy limit; Bodily Injury by Disease - \$1,000,000 per employee. The insured shall agree to waiver all rights of subrogation against the Authority, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Authority.

(4) Professional Liability: A Professional Engineer or Registered Architect or Registered

Surveyor shall carry professional liability coverage in the amount of five times the total Agreement fees per claim / aggregate or a \$1,000,000 per claim/aggregate, whichever is higher. Coverage shall continue for a minimum of two years after assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed \$25,000 unless specifically approved by the Authority's General Manager. The General Manager may reduce coverage requirements for small projects.

(5) Contractual Liability Insurance – Contractor shall obtain coverage covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.

The Contractor shall cause its insurance company or insurance agent to fill in all information required (including names of insurance agencies, contractor, and insurance companies, and policy numbers, effective dates and expiration dates, and provide proof that the Authority is an additional insured) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance. The Certificate of Insurance shall be filed with the Authority prior to commencing any of the work and within the time otherwise specified. None of the provisions in the Certificate of Insurance shall be altered or modified in any respect except as herein expressly authorized.

The Certificate of Insurance form shall further contain a provision that coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen days prior written notice has been given to the Authority. The Contractor shall also file with the Authority valid Certificates of Insurance on like form from all Subcontractors, showing the Subcontractor(s) as the Insured prior to commencing any work.

The certificate(s) shall state: "Additional insured (all policies, except Workers Compensation & Professional Liability) in favor of Gulf Coast Water Authority and waiver of subrogation (all policies) in favor of Gulf Coast Water Authority".

In no case shall the use of Sub-contractors in any way alter the position of the Contractor or its sureties with relation to this Agreement. When a Sub-Contractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

Indemnification

The Contractor shall indemnify and defend the Gulf Coast Water Authority, its officers, representatives, and employees, against and hold them harmless from any and all liability for damage to the extent that it is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Contractor or the Contractor's agent, consultant under contract, or another entity over which the Contractor exercises control, except to the extent that such claims arise due to the sole gross negligence or willful misconduct by the Authority, its employees, officers or agents.

Further, the Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of Contractor and shall exonerate, indemnify, defend, and hold harmless the Authority, its officers, agents and all employees from any and all liability, loss or damage arising out of noncompliance with such laws, rules and regulations, without limitation.

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

- A. Contractor: The term "contractor", "sub-contractor", "vendor", "supplier" or "lessee" for the purpose of this document shall have the same meaning, and any reference to word Authority, shall mean the Gulf Coast Water Authority, Texas City, Texas.
- B. Amendment or Modification: Except as otherwise provided in this Contract, this Contract shall be subject to change, amendment or modification only by the mutual written consent of the parties hereto.
- C. Bonds: The payment and performance bonding requirements do not apply to a contract for the purchase of equipment, materials, or machinery not otherwise incorporated into a construction project. For construction Contracts over the value of \$25,000, Contractor shall provide Payment Bonds. For construction Contracts over the value of \$100,000 Contractor shall provide Performance Bonds. Contractor shall provide Bonds on The Authority's standard forms covering faithful performance of the Contract and payment of obligations arising thereunder as required in the Contract pursuant to Chapter 2253 of the Government Code. The Bonds must be for 100 percent of Original Contract Price and in accordance with conditions stated on standard Authority Performance and Payment Bond and Statutory Payment Bond forms. Bonds may be obtained from Contractor's usual source and cost for the Bonds are included in Contract Price.
- D. Applicable Law: This Contract is made subject to the Constitution and laws of the State of Texas and the Bylaws of the Board Directors. Any suit in connection with this Contract shall be in a court of competent jurisdiction in Galveston County, Texas.
- E. Conflict of Interest Questionnaire (CIQ): Submit the attached CIQ with your bid. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)
- F. Default: If the Contractor fails to provide the Official Performance Bond (if required by the purchase order and/or change order), or the item(s) listed on the purchase order and/or change order at the unit prices quoted, the Authority, at its option, may terminate this Contract for default by delivering a written notice to the Contractor, and the Authority shall have no further obligation under this Contract. At the Authority's option, through a notice to the Contractor in writing from the Authority Engineer, the Contractor may be allowed to cure such default within the time specified in said notice. In the event there is a failure to deliver any item(s), the Authority may cover its loss by reasonably procuring from another source the item(s) not delivered. The Contractor shall be responsible for, and shall pay to the Authority immediately upon demand; the difference in price between that offered by the Contractor and that which the Authority was forced to pay for covering the Contractor's failure to deliver. Default by the Authority shall occur if the Authority fails to perform, or observe the terms and conditions of this Contract, and the Contractor gives notice in writing to the Authority within thirty (30) days of the act or omission claimed by the Contractor. Upon receipt of such notice in writing from the Contractor, the Authority shall have thirty (30) days to cure such default.
- G. Delivery: The Contractor shall:
- Deliver the item(s) specified on the Scope of Work and/or change order to the designated FOB Point, within the time specified by the Authority. Timely delivery is of the essence to this Contract.

- Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except Authority designated holidays, from 7:30 am, to 4:30 pm.
 - Provide, at no additional charge, any equipment, labor, and packaging, crating or padding necessary to load, tie down and unload the item to be delivered, so that they may be transported in a normal, safe manner without damage.
 - Be liable for all risks for the item(s) until accepted by the Authority. The Contractor is responsible for any freight charges incurred in delivering the item(s) from or to the FOB Point. A representative of the Authority will sign the Contractor's delivery ticket to acknowledge receipt of the item(s) by the Authority. Unless the Contractor receives such signature, the Authority shall not be responsible for the receipt of the item(s). The Authority retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.
 - Contractors working on an Authority construction project who would like to send their equipment/materials directly to the Authority's offices or other facility as a matter of convenience may do so only upon notice and prior approval by the Authority. The Contractor agrees to hold the Authority harmless for those items. The Authority will not be liable for damage, loss, or theft of these items.
- H. Firm Price: The price(s) specified on the face of the purchase order and/or approved change order is firm, and may not be increased or supplemented on the Contractor's invoice.
- I. Independent Contractor: In performing its obligations under this Contract, the Contractor shall act as an independent Contractor solely for his own account and not as an agent, representative or employee of the Authority. No employee, agent, or representative of the Contractor shall be considered an employee of the Authority nor be eligible for any benefits, rights or privileges afforded to Authority employees.
- J. Invoices and Payments: The Authority makes payments to contractors on the 10th of each month, provided an invoice has been approved by the 25th day of the previous month. The Authority shall pay the Contractor item(s) upon completion and after delivery to the F.O.B. Point. The Authority shall pay the Contractor either the lump sum for the item(s) or, if unit prices are specified, the unit price per item for each item multiplied by the number of units actually delivered and received and accepted by the Authority. The Authority shall never be obligated to pay a sum greater than the segregate price offered for the item(s). The unit price shall control in the event of a conflict.
- K. Rejection: In the event the Authority rejects any item(s), the Contractor shall have ten (10) days after receipt of notice of such rejection to replace any item(s) with replacements which conform to this Contract, at no additional cost to the Authority.
- L. Successors and Assigns: This Contract shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. This provision is not intended to limit the Contractor's ability to assign receivables under this Contract, but only applies to performance of the Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Authority.

M. Warranties - Guarantees: The Contractor warrants that each item delivered will (1) be new (unless otherwise specified on the face of the purchase order, change order or specifications), free from liens and defects in design, materials, workmanship and defects in title (including any defect in the Contractor's right to sell a patented or copyrighted product or to use a patented process), (2) conform in all respects to the terms of the purchase order, change order or specifications, and (3) be of the best quality, if no specific quality is established in the specification(s). If within one (1) year from the date of acceptance by the Authority, it appears that an item, or any commercial unit thereof, does not conform to these warranties, and the Authority notifies the Contractor within a reasonable amount of time after of Engineer discovery, the Contractor shall correct such nonconformity to the satisfaction of the Authority's Engineer at the Contractor's expense.

Should this occur, the Authority may revoke acceptance, and purchase substitute item's correcting the nonconformity. The cost of the substitute item(s) correcting any nonconforming item(s) shall be borne by the Contractor.

Additionally, the Contractor shall transfer to the Authority any manufacturer's warranty which it has for the item(s)

END OF PURCHASE ORDER CONDITIONS

Section 02821

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fence framework, fabric, and accessories.
- B. Excavation for post bases, concrete foundation for posts and center drop for gates.
- C. Manual gates and related hardware.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. Payment for fencing shall be on a linear foot basis for height noted.
 - 2. Payment for gates shall be per unit.
- B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

- A. ANSI/ASTM A 123 - Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.
- B. ANSI/ASTM F 567 - Installation of Chain-Link Fence.
- C. ASTM A 116 - Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric.
- D. ASTM A 120 - Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless, for Ordinary Uses.
- E. ASTM A 153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- F. ASTM A 392 - Zinc-Coated Steel Chain-Link Fence Fabric.
- G. ASTM A 428 - Weight of Coating on Aluminum-Coated Iron or Steel Articles.
- H. ASTM C 94 - Ready-mixed Concrete.
- I. ASTM F 573 - Residential Zinc-Coated Steel Chain Link Fence Fabric.
- J. ASTM F 668 - Poly (Vinyl Chloride) (PVC) Coated Steel Chain Link Fence Fabric.
- K. Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual.
- L. FS RR-F-191 - Fencing, Wire and Post Metal (and Gates, Chain Link Fence Fabric, and Accessories).

1.04 SYSTEM DESCRIPTION

- A. Fence height shall be as indicated on Drawings or as noted to match height of existing.
- B. Extension arms for barbed wire shall match existing.
- C. Line post spacing shall not exceed 10 feet, or as shown on Drawings.

1.05 SUBMITTALS

- A. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.
- B. Product Data: Provide data on fabric, posts, accessories, fittings, and hardware that indicates items match or exceed the quality of existing items.

1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum 3 years experience.

1.07 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

PART 2 PRODUCTS

2.01 GALVANIZED FENCING

- A. Fence fabric shall be No. 9 steel wire, hot galvanized after weaving, to match or exceed existing fence fabric.
- B. Framework shall be hot-dipped galvanized with a minimum coating of 2 ounces per square foot, or one ounce per square foot plus 30 micrograms per square inch of chromate conversion coating.
- C. Line posts shall conform to ASTM A 570 Grade 45 steel or ASTM A 569, cold rolled steel.
- D. End corner, angle, and pull posts shall conform to ASTM A 570 Grade 45 steel or ASTM A 569 for steel pipe.
- E. Top rails shall be 1.65 x 1.25-inch formed C-section; or 1.6-inch round ASTM A 569, 1.35 pounds per foot; or 1-5/8-inch outside diameter steel pipe, 2.27 pounds per foot. Top rails shall pass through openings provided for that purpose in post tops.
- F. Fabric ties shall be hog rings, galvanized steel wire not less than 9 gauge with a zinc coating of not less than 1.2 ounces per square foot.
- G. Bolts and nuts shall be in conformance with ASTM A 307 and shall be galvanized in accordance with AASHTO M 232.
- H. Install horizontal braces fabricated of 1-5/8-inch, 2.27-pound copper bearing steel pipe at all corner, gate, and end posts.
- I. Gates shall be either swing or slide, as shown on the Drawings. Swing gates shall be hinged to swing 90 degrees or 180 degrees from closed to opened. Slide gates shall be roller type with no vertical obstructions. All gate leaves shall have intermediate members and diagonal stress rods as required for rigid construction and shall be free from sag or twist. All gates shall be fitted with vertical extension arms or shall have frame end member extended to carry barbed wire. Gate posts for gates shall be 4-inch, 9.1-pound pipe. Gate frames shall be made of 2-inch outside diameter, castings. Fabric shall be the same as for the fence. Gates shall have malleable iron ball and socket hinges, catches, and stops.
- J. Provide padlocks with 2 keys each for each gate. Locks for multiple gates at a single location will be keyed alike. Posts for single gates shall be the same as end posts.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install chain link fence in accordance with the directions of the manufacturer and these Specifications.

- B. Install fence posts at not more than 10-foot centers and at least 36 inches into the ground in a Class B concrete base. Allow concrete to cure for at least 7 days before erecting remainder of fence. Fasten fabric to line posts with wire ties spaced about 14 inches apart and to top rail spaced about 24 inches apart.
- C. Use standard chain link fence stretching equipment to stretch the fabric before tying it to the rails and posts. Repeat the stretching and tying operations every 100 feet or less.
- D. Erect gates so they swing or slide in the appropriate direction. Provide gate stops. Secure hardware, adjust, and leave in perfect working order. Adjust hinges and diagonal bracing so gates will hang level. Adjust rollers and guides of sliding gates so gates are level.
- E. At small natural or drainage ditches where it is not practical for fence to conform to contour of the ground, span the opening below the fence with wire fastened to stakes of required length. The finished fence shall be plumb, taut, true to line and ground contour. When directed, stake down the chain link fence at several points between posts.
- F. Where new fence joins an existing fence, set a corner post and brace post at the junction and brace as directed. If the connection is made at other than the corner of the new fence the last span of the old fence shall contain a brace.

END OF SECTION