



Brazos River Authority

Request for Bids

March 23, 2021

RFB No. 21-04-1204

Dear Prospective Respondent:

Sealed Bids will be received by the Agent designee of the Brazos River Authority no later than **10:00 AM, April 19, 2021** for **Lake Granbury Two-Slip Floating Boathouse Replacement**. All qualified firms including Small, Minority, Women Owned Businesses and Historically Underutilized Businesses are encouraged to submit bids in response to this request.

Bids must be submitted and received no later than the due date and time specified. Any Bid received later than the specified time, shall not be considered. The BRA is **NOT** responsible for ensuring the delivery of Bids.

Refer to Section 17. Delivery of Bid Submittals for instructions on submitting a response to this solicitation.

Bid must be clearly identified as follows on the outside of the sealed physical submission or the electronic submission subject line. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening:

RFB TITLE: Lake Granbury Two-Slip Floating Boathouse Replacement

RFB NO: 21-04-1204

RFB DUE DATE: 10:00 AM, April 19, 2021

The BRA shall have the right to accept or reject any or all Bids, or any part thereof, and to waive any technicalities in the interest of the BRA.

BRA will evaluate all relevant COVID-19, health, safety and business factors on all solicitations to determine when to initiate a notice to proceed on all projects, delivery of goods and/or services or procurement of construction related services to best attempt to balance BRA needs and to protect the health and safety of BRA employees, the employees of respondents and the public at large.

Sincerely,

Anastasia V. Vance

Anastasia Vance
Purchasing Agent

4600 Cobbs Drive • Waco, Texas 76710
254 761 3123

SUPPLIER DIVERSITY PURCHASING POLICY

The Brazos River Authority (BRA) will ensure that purchases of equipment, materials, supplies, and/or services conform with Texas Procurement law as applicable to the BRA, are cost effective, and contribute to the competitiveness of the BRA and its customers.

Procurement activities will be conducted in an open and fair manner with equal opportunity provided to all qualified parties. The BRA will provide equal contracting opportunities as provided by all applicable State and Federal laws to small business enterprises, Historically Underutilized Businesses and Disadvantaged Business enterprises.

GENERAL INSTRUCTIONS TO RESPONDENTS

The Work consists of the furnishing of all labor, materials, services, equipment, and appliances required for the delivery and the supplying of products and/or services as described herein and in the contract documents.

1. BID SUBMISSION: Bids must be received no later than the Bid opening date and time specified above. All Bids received after closing time will not be considered.

- A. To be considered as eligible, a Respondent shall have complied with all legal requirements to permit him to operate in the State of Texas.
- B. Bids must be emailed, mailed, or hand delivered to be considered.

2. WITHDRAWAL OF BIDS: No Bid may be withdrawn for a period of ninety (90) days after Bid opening, except by 1) either mutual consent of the BRA and Respondent; or 2) previously submitted Bids may be withdrawn upon written request received from Respondent prior to time established for receipt of Bids.

3. SIGNATURE ON BIDS: To be valid, Bids must be signed by an authorized person. By such signature, Respondent agrees to strictly abide by the terms, conditions, and Scope of work embodied in this Request for Bids.

4. EXAMINATION OF BID DOCUMENTS: Before submitting a Bid, all Respondents shall examine the complete Request for Bids, including Bid Notice, Instruction to Respondent, and Scope of Services, all of which are part of the Bid Documents.

5. ADDENDA: *Unless otherwise stated in the Bid*, answers to all questions, inquiries, and request for additional information will be issued in the form of Addenda. During the Bid period, prospective Respondent may be advised by Addenda of additions, deletions from, or changes in the requirements of the Bid Documents. The BRA will not be responsible for the authenticity or correctness of oral interpretations of the Bid documents or for information obtained in any other manner than through the media of Addenda. Receipt of each Addendum shall be acknowledged by Respondent.

Any questions concerning this Bid should be emailed to **Anastasia Vance**, Purchasing Agent no later than five (5) days prior to the opening of the bid at submissions@brazos.org. This is to allow the BRA sufficient time to respond to inquiries and provide information to all interested Respondents by Addendum. *Unless otherwise stated in the Bid*, Addenda will be posted on the BRA web site at www.brazos.org, Doing Business, Purchasing and Professional Services, Request for Bids.

Respondent is responsible for checking the BRA web site (www.brazos.org) for updates and Addenda until the time at which the submission is due. Failure to respond to all requirements, including those Addenda, shall be grounds for rejection of your Bid.

6. TAXATION: The BRA is exempt under the Texas Sales Tax and Use Tax Laws, and the Respondent shall not include such taxes in the Bid.

7. QUALIFICATION OF RESPONDENTS: The BRA reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Respondent fails to satisfy the BRA that such Respondent is

properly qualified to carry out the obligations of the contract and to complete the Work contemplated herein. Conditional Bids will not be accepted.

8. CONSIDERATION OF BIDS: Unless stated otherwise in the Advertisement or Request for Bids, the properly identified Bids received on time will be opened publicly and read aloud. Respondents are invited to be present.

9. COMPLIANCE WITH SCOPE OF SERVICES AND RIGHT OF SELECTION: The Respondent shall abide by and comply with the true intent of the scope of services and not take advantage of any unintentional error or omission.

10. QUANTITIES: Unless stated otherwise in this Bid, the BRA is obligated during the period stipulated to purchase all of its normal requirements from the successful Respondent and the Respondent is obligated to supply the quantities which the BRA requires for its operation. The quantities stated are given as a general guide for bidding but are not guaranteed amounts, they represent the best estimated usage. The BRA reserves the option to purchase more or less of these services at the Bid price.

11. REPRESENTATIONS: By execution and submission of this Bid, the Respondent hereby represents and warrants to the BRA that Respondent has read and understands the Bid Documents and this Bid is made in accordance with the Bid Documents.

12. INDEMNIFICATION: The Respondent shall comply with the requirements of all applicable laws, rules, and regulations and shall exonerate, indemnify and hold harmless the BRA from any and all liability or damages resulting from failure to do so.

In addition, the Respondent agrees to keep, save and hold the BRA harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against the BRA, its officials, officers, and employees in consequence of the awarded contract for any negligent act or omission of the Respondent in the provision of services under the awarded contract, or that may result from the carelessness or lack of skill of the Respondent or the Respondent's officers, agent, contractors, assigns or employees. In the event a judgment is recovered against the BRA for any such liability, costs or expenses, such judgment shall be conclusive against the Respondent.

It is specifically understood and agreed by the Respondent that such indemnity is indemnity by the Respondent to indemnify and protect the BRA from liability, claims, suits, losses, damages or causes of action due to the Respondent's negligence, error or omission.

13. EVALUATION FACTORS: Respondents may furnish pricing for all or any portion of the solicitation (unless otherwise specified). The BRA may evaluate and award a contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the BRA. Bids that specify an "All or None" award may be considered if a single award is advantageous. In the event of a mathematical discrepancy on the Bid Form, the BRA will only consider the price determined to be most advantageous to the BRA.

14. CRITERIA FOR AWARD: The BRA will award contracts to the Respondent that represents the "Best Value" to the BRA.

15. TERMINATION: The awarded contract may be terminated at any time by the BRA for any cause without penalty or liability. Upon receipt of such notice, the supplier shall immediately discontinue all services and actions. The BRA shall pay the Respondent promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by the BRA.

16. CHANGE OF CONTRACT PRICE: The contract price may only be changed by change order or by a written amendment.

17. PAYMENT: Unless otherwise specified, payment for services and/or product will be processed within thirty (30) days from invoice date and acceptance of work and/or product. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. Unit price on invoice shall be in two (2) decimal places only, i.e., \$.XX.

The BRA has set a goal to have as much paperwork submitted electronically. Respondents are asked to submit invoices electronically to the following Accounts Payable email address: accounts_payable@brazos.org. Respondents who use the electronic service should not mail the original invoice.

18. CONFIDENTIALITY OF DOCUMENTS: The BRA is subject to the Texas Public Information Act (PIA). Any information submitted to the BRA by a Respondent shall be considered non-confidential and available to the public, except as follows:

In the event a Respondent considers a specific portion of their Bid to be confidential and subject to an exception to disclosure under the PIA, such portion must be clearly identified and marked "CONFIDENTIAL". Do not mark an entire proposal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the Bid that the Respondent considers to be confidential pursuant to the PIA should be marked. **IF AN ENTIRE BID IS MARKED CONFIDENTIAL, THE BRA WILL NOT TREAT ANY PORTION OF THE BID AS CONFIDENTIAL AND THE BID MAY BE REJECTED AS NON-CONFORMING.** The BRA will

honor notations of confidentiality made in accordance with this paragraph and decline to release such information initially. However, final determination of whether a particular portion of a Bid may in fact be withheld pursuant to the PIA will be made by the Texas Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of a Bid that has been marked confidential, the BRA shall ask the affected Respondent if the information may be released. If the release is agreed to, the BRA shall release the information.

If the release is denied, the matter shall be referred to the Texas Attorney General's Office in accordance with the process set forth in the PIA. The Respondent shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas Attorney General's Office regarding its claim of confidentiality. The BRA will **NOT** submit arguments on behalf of the Respondent.

The Texas Attorney General's office shall rule on the matter. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requester. If it is determined that the information may be withheld, BRA will withhold the information from the requestor.

Pricing information contained in Bids or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

**REQUEST FOR BIDS
LAKE GRANBURY TWO-SLIP FLOATING BOATHOUSE REPLACEMENT
RFB NO. 21-04-1204**

SUBMITTAL SCHEDULE

Bids are posted on the BRA website and prospective Respondents should check www.brazos.org> Doing Business>, Purchasing & Professional Services>, Request for Bids for potential updates to Bid requirements.

Tuesday, March 23, 2021	RFB is available to download from the BRA website at http://www.brazos.org/Doing-Business/Purchasing-Professional-Services/Request-for-Bids , and click on “ <i>View this RFB</i> ”.
1:00 PM Tuesday, March 30, 2021 (Bidder must attend one of the two meetings)	Mandatory Pre-Bid Meeting, Existing Boathouse, 800 E. Pearl Street, Granbury TX, 76048
10:00 AM Monday, April 5, 2021 (Bidder must attend one of the two meetings)	Mandatory Pre-Bid Meeting, Existing Boathouse, 800 E. Pearl Street, Granbury TX 76048
4:00 PM, Wednesday, April 7, 2021	Last date and time to ask questions or request additional information. Email questions to submissions@brazos.org
4:00 PM, Friday, April 9, 2021	Post response to questions received as of the deadline or as soon thereafter, as an Addendum on the BRA website – www.brazos.org / Doing Business/Purchasing and Professional Services/Request for Bids.
10:00 AM, Monday, April 19, 2021	Bids are due.
10:00 AM Tuesday, April 20, 2021	Bids will be opened and read out loud virtually at the link below https://youtu.be/rk5hCps6WoA

**Request for Bids
Lake Granbury Two Slip Floating Boathouse
RFB NO. 21-04-1204**

1. GENERAL

Furnish all labor, materials, tools, equipment and incidentals necessary to satisfactorily design, fabricate, manufacture, furnish, deliver, install, test, and place into service the components and complete assemblies for a Two slip Floating Boathouse including components, features and accessories complete as specified herein and as shown on the drawings.

BRA will evaluate all relevant COVID-19, health, safety and business factors on all solicitations to determine when to initiate a notice to proceed on all projects, delivery of goods and/or services or procurement of construction related services to best attempt to balance BRA needs and to protect the health and safety of BRA employees, the employees of respondents and the public at large.

2. Scope of Services

- a. Furnish all labor, materials, tools, equipment and incidentals necessary to satisfactorily design, fabricate, manufacture, furnish, deliver, install, test, and place into service the components and complete assemblies for a Two slip Floating Boathouse including components, features and accessories complete as specified herein and as shown on the drawings. Remove and store as instructed by BRA representative existing structure and components.
- b. Any commercial work barge utilized during this project must meet the standards of the Texas Water Safety Act and all applicable U.S. Coast Guard regulations and it must comply with All BRA regulations and other applicable State and Federal regulations. Lake Granbury Work Barge Permit is not required for this project.
- c. Prior to commencement of any work by the awarded contractor involving dredging or the deposit of fifty (50) cubic yards or more of dredged or fill material into the lake (including any deposit of material involved in the installation or maintenance of facilities), the Contractor shall obtain a permit for each such job or operation from the U.S. Army Corps of Engineers or, if a permit is not required, the Contractor shall obtain a letter from the U.S. Army Corps of Engineers stating that a permit is not required, and shall submit a copy of such permit or letter to the BRA for each such job or operation. The Contractor shall obtain written acknowledgement from the BRA of its receipt of such copy of the previously mentioned permit or letter, and the Contractor shall not undertake any operation involving the deposit into the lake area of dredged or fill material until after obtaining such written acknowledgement.
- d. Provide detailed plans and design calculations, properly signed and sealed by a Professional Engineer registered in the State of Texas including, but not limited to, the following:
 1. Design of superstructure, framing, roof and enclosure
 2. Wind loading on structure and roof
 3. Floatation and buoyancy
 4. Anchorage system
- e. Framed, enclosed, Two Slip Floating Boathouse to be furnished complete with the following:
 1. Floatation system
 2. Superstructure w/ vinyl skirt to water level
 3. Frame system
 4. Enclosure
 5. Anchorage system
 6. Boat slips (2) 11'W clear x 30'L clear x 14'H clear off of water
 7. Interior Walkways 6' wide
 8. Exterior decks 6' wide (on Northern and Western side only)
 9. Gangway 6' wide with ADA handrails
 10. Accessories
 - a. 42-inch wide Access door (1 ea.)

- b. 48-inch wide by 36-inch high Windows (4 ea.)
- c. Rollup door w/ vinyl skirt to water level (2 ea.)
- d. Boat lifts, 8,000# minimum capacity (2 ea.)
- e. Power ventilator and 2 gravity inlet dampers
- f. Internal fluorescent lighting fixtures (5 ea.)
- g. Bumpers/fenders on perimeter of the exterior deck, inside perimeter of the slips and on interior exposed columns
- h. Retractable mooring cleats (8 ea)

SPECIFICATIONS - Refer to Exhibit A, Lake Granbury Two Slip Floating Boathouse EXHIBIT A

3. Base Bid

Bid price to include all labor, materials, tools, equipment and incidentals necessary to satisfactorily design, fabricate, manufacture, furnish, deliver components and complete assemblies.

4. Information Required in the RFB Submittal - Tab Format

The BRA specifically requests succinct submittals tailored to the general and discipline-specific scope of services summarized above. All submittals become the property of the BRA. Each Bid submittal shall include the information requested below.

Tab A: Include the following:

- (1) Date your company was established and a brief history; number of employees; provide number and location of offices.
- (2) Provide name, title and office location of person who will be the principal contact for the BRA and the billing location if different.
- (3) Describe the types of organizations that your company typically serves and general nature of the work.
- (4) A list and description of similar services completed within the last ten years under your current company name or any other company name similar in nature to this solicitation. This should include the name, the location, a brief description of Scope of Services, and a contact name and telephone number of a reference for each client. List litigation that your company has been a party to in the last five (5) years, under your current company name or any other company name. Include only litigation that involves business units in your company that are proposed for performing services under this RFB. To be fully responsive, provide the level of detail in the attached example, as well as a name and phone number to contact an authorized representative of your company in the event that the BRA needs to clarify your response. Failure to be fully responsive will be sufficient grounds for the BRA to disqualify your company.
- (5) Have you ever defaulted, failed to complete a contract or had a contract terminated by the other party? If so, where and why? Provide name and telephone number of the other party.

Tab B: Include the following:

- (1) Complete and submit the attached Request for Bids – Bid Form
- (2) Complete and submit the attached W-9 form.
- (3) Complete and submit the attached Conflicts of Interest Questionnaire [CIQ] form.
- (4) Complete and submit the Non-Collusion Affidavit form.
- (5) Complete and submit the Vendor Compliance to State Law form.

5. Bid Bond

Each Bid must be accompanied by Bid security deposit made payable to the BRA in an amount of 5% of the Bidder's maximum Bid price. All bonds shall be issued by a surety authorized to conduct business in the State of Texas.

6. Performance, Payment and Warranty Bonds

Awarded Respondent must provide performance and payment bonds and warranty bond for this contract. All bonds shall be issued by a surety authorized to conduct business in the State of Texas.

7. RFB Inquiries

All inquiries, including clarifying questions, related to this RFB shall **only** be directed to the Purchasing Agent via e-mail to submissions@brazos.org. The Purchasing Agent will direct any inquiries to the appropriate BRA staff, a response will be issued and if warranted, an Addendum will be posted on the BRA's website at www.brazos.org. **Failure to adhere to this restriction during the advertising, evaluation, and selection phases will result in the rejection of a Respondent's Bid.**

8. Respondent's Past Performance

BRA will consider Respondent's past performance and may conduct reference checks with other entities regarding past performance. BRA may examine Respondent's performance including, but not limited to: the Comptroller of Public Accounts Statewide Procurement Divisions Vendor Performance Tracking System, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, repeated negative performance, records of repeated non-responsiveness to performance issues, and non-renewals of contracts. Such sources of Respondent performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, BRA may initiate such examinations of Respondent performance based upon media reports. Any such investigations shall be at the sole discretion of BRA, and any negative findings, as determined by BRA, may result in non-award to Respondent.

9. Conflict of Interest

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e., Brazos River Authority) must disclose in the Conflicts of Interest Questionnaire Form ("CIQ") the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the BRA Records Management Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the BRA, or submits an application or response to a Request for Bids, correspondence, or another writing related to a potential agreement with the BRA. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is attached. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

10. Disclosure of Interested Parties

Pursuant to Section 2252.908 of the Government Code, the selected Firm in contracts for the sale or purchase of property, goods, or services with a local government entity (i.e., BRA) anticipated to have a value of at least \$250,000/\$500,000 must submit a Disclosure of Interested Parties Form to the local government entity that discloses all persons at the Selected Firm who have a controlling interest in the selected Firm or who actively participated in facilitating the contract or negotiating the terms of the contract.

The requirements of Section 2252.908 of the Government Code are subject to change, and if you have any questions about compliance, please consult your own legal counsel.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

11. Term of Agreement

The services of the PROVIDER shall commence on the Effective Date of this Contract and shall continue until the Work is completed. Construction shall not start until after September 7, 2021.

12. Contract

The contract will be awarded to the lowest responsible Respondent. The executed contract between BRA and the selected Respondent shall be a BRA standard form contract. Contract terms are not subject to modification and Respondent will be expected to execute the contract in substantially the form provided. Respondent should not base a bid on an expectation that BRA will modify its contract terms.

The BRA reserves the right to award contract(s) without any negotiations and reserves the right to not make awards. The BRA reserves the right to conduct studies and other investigations as necessary to evaluate any submittal. Submission of a bid confers no legal right upon any Respondent.

The decision of BRA, or its designee with regard to the above, shall be administratively final. BRA, in its sole discretion, may waive administrative deficiencies and/or minor technicalities in submittals received.

13. Insurance Requirements

The Respondent shall, at Respondent’s sole expense, maintain insurance coverage as determined acceptable to the BRA. The Respondent must obtain the following minimum insurance requirements and provide proof to the BRA prior to entering into a contract:

General Liability Insurance:	
Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 1,000,000 per occurrence
Aggregate	\$ 2,000,000
Workers’ Compensation: Statutory	
Automobile Liability:	\$ 1,000,000 per claim / aggregate
Employers’ Liability	\$ 1,000,000 policy limit

14. Testing

The BRA reserves the right to inspect and test the submitted product. The BRA in its sole discretion may disqualify a submitted product as non-conforming to the specifications if the product does not meet the requirements of the specifications during testing.

15. Prevailing Minimum Wage Rate Determination In accordance with the provisions of Texas Government Code Chapter 2258, Respondents are advised that Respondent, and any Subcontractors, must pay the general prevailing wage rates for construction for each craft or type of worker or mechanic employed. A copy of the BRA’s prevailing wage rates for the locality in which the work under this RFB will be performed is attached. The penalty for any violation of these provisions shall be \$60.00 per underpaid worker per day or portion thereof.

16. Recycled and Recyclable Products

The BRA encourages the use of recycled products and products that may be recycled or reused.

17. Delivery of Bid Submittals

Bids may be submitted in one of the following manners:

Electronic Transmission. Email transmission to submissions@Brazos.org. Emailed bid submissions shall be an attachment, in a Portable Document Format (PDF). Bids shall be clearly identified in the Subject Line as follows: RFB Title, RFB Number and RFB Due Date. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening.

Drop Box Submission Prior to Bid Submission Deadline: Hand delivery of one sealed, clearly identified original signed paper copy submission may be received up to the bid submission deadline contained in the solicitation at the Brazos River Authority Office, 4600 Cobbs Drive, Waco, TX. 76710, utilizing the secure drop box located at the entrance of the office building. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening.

Mail-In Delivery: Mailed by commercial carrier, overnight or express mail, one sealed clearly identified original signed paper copy submission may be accepted by the Purchasing Agent or other designee up to the bid submission deadline contained in the solicitation at the Brazos River Authority Office, 4600 Cobbs Drive, Waco, TX. 76710. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening.



Brazos River Authority
REQUEST FOR BIDS – BID FORM
Lake Granbury Two-Slip Floating Boathouse Replacement
RFB No. 21-04-1204



Base Bid Item	Description	Unit	Quantity	Unit Price	Bid Amount
1	Install boathouse as specified, to include trade-in value of existing 2-Slip Boathouse.	LS	1	\$ _____	\$ _____
Delivery time in days after receipt of Notice of Award:					
2	Optional alternate for motor operated, remote control door openers installed and operational	EA	2	\$ _____	\$ _____
3	Optional alternate for Spray Applied Foam Insulation on interior roof and walls of boathouse	LS	1	\$ _____	\$ _____

ACKNOWLEDGMENT OF REQUEST FOR BIDS AND

RECEIPT OF ADDENDA

RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THIS REQUEST FOR BIDS AND ADDENDA BY SIGNING BELOW AND SUBMITTING THIS ACKNOWLEDGEMENT WITH YOUR BID. FAILURE TO SIGN THIS ACKNOWLEDGEMENT WILL DISQUALIFY THE BID AS NON-RESPONSIVE. SIGNATURE SHALL BE HAND WRITTEN.

This acknowledgement shall become part of your response and the subsequent contract documents if applicable.

ACKNOWLEDGMENT OF REQUEST FOR BIDS:

Respondent hereby acknowledges that it has received and read the Request for Bids and all Addenda, and that this Bid is made in accordance with the provisions thereof. Respondent acknowledges that this Bid meets or exceeds all terms, requirements, conditions, and/or specifications set forth in the Request for Bids and Addenda, and exceptions or deviations from such terms, requirements, conditions, and/or specifications, if any, have been clearly and conspicuously identified as such in the Bid.

Does your company have 10 or more full time employees? Check one box only.

YES

NO

Name of Firm (Respondent)

Signature – Authorized Representative

Printed Name

Date

E-mail Address

Telephone Number

EXHIBIT A

BRAZOS RIVER AUTHORITY



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR LAKE GRANBURY TWO SLIP FLOATING BOATHOUSE



March, 2021

1.02 Referenced Standards

The following standards are applicable to the Two Slip Floating Boathouse. If materials and equipment furnished by Manufacturer do not comply with applicable standards, Manufacturer must inform the Authority of non-conformance at time of material submittal. Authority may reject non-conforming materials and equipment at any time. Substitution with conforming material or equipment will be made by Manufacturer at no additional cost to the Authority.

- A. American Society of Civil Engineer manual ASCE/SEI 7-05, "*Minimum Design loads for Buildings and Others Structures.*"
- B. American Institute of Steel Construction, Inc., (AISC), "*Steel Construction Manual*", Thirteenth Edition.
 - 1. 303 "*Code of Standard Practice for Steel Buildings and Bridges*"
 - 2. 341/341s1 "*Seismic Provisions for Structural Steel Buildings*"
 - 3. 360 "*Specification for Structural Steel Buildings*"
- C. American Society for Testing Materials (ASTM)
 - 1. A6 / A6M – 04b, "*Standard Specifications for General Requirements for Rolled Structural Steel Bars, Plates, Shapes and Sheet Piling.*"
 - 2. A 36/ A 36M "*Standard Specification for Carbon Structural Steel*"
 - 3. A53 / A53M---04b, "*Standard Specifications for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded and Seamless.*"
 - 4. A123 - "*Standard Specifications for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.*"
 - 5. A153 - "*Standard Specifications for Zinc Coatings (Hot-Dipped) on Iron and Steel Hardware.*"
 - 6. ASTM A252 - 10 "*Standard Specification for Welded and Seamless Steel Pipe Piles*" 7. A325-04, "*Standard Specifications for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.*"
 - 8. A449-04, "*Standard Specifications for Quenched and Tempered Steel Bolts and Studs.*"
 - 9. A500---03a, "*Standard Specifications for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.*"
 - 10. A563-04a "*Standard Specifications for Zinc Coatings (Hot-Dipped) on Iron and Steel Hardware.*"
 - 11. A641/A641M-98 "*Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire*"
 - 12. A653 / A653M - 11 "*Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process*"
 - 13. A 992/A 992M, "*Standard Specification for Structural Steel Shapes*"
 - 14. C272 / C272M - 12 "*Standard Test Method for Water Absorption of Core Materials for Sandwich Constructions*"
 - 15. C920 - 11 "*Standard Specification for Elastomeric Joint Sealants*"
 - 16. C1193 - 11a "*Standard Guide for Use of Joint Sealants*"
 - 17. D746 - 07 "*Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact*"
 - 18. D1238 - 10 "*Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer*"
 - 19. D1505 - 10 "*Standard Test Method for Density of Plastics by the Density-Gradient Technique*"
 - 20. E1996 - 09 "*Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes*"
- D. The Aluminum Association, Inc., Design Standards.
- E. American Welding Standards (AWS)

1. D1.1/D1.1M, "*Structural Welding Code – Steel*"
 2. D1.2/1.2M "*Structural Welding Code – Aluminum*"
 3. D1.3 "*Structural Welding Code—Sheet Steel*"
 4. D1.6 "*Structural Welding Code – Stainless Steel*"
- F. American Institute of Timber Construction (AITC), "*Structural Glued Laminated Timber.*"
- G. ASCE Manuals and Reports on Engineering Practice No. 50 "*Planning and Design Guidelines For Small Craft Harbors*", Prepared By Task Committee On Marinas 2000.
- H. American Iron and Steel Institute "*Specifications for the design of Cold Formed Steel Structural Members*".
- I. American Plywood Association specification for design of plywood members.
- K. Americans with Disabilities Standards (ADA)
- L. Association of Rotational Molders, "*The Introductory Guide to Designing Rotationally Molded Plastic Parts*".
- M. NAAMM "*Metal Finishes Manual for Architectural and Metal Products*"
- N. NFPA 70 "*National Electrical Code*"
- O. SMACNA "*Architectural Sheet Metal Manual*"
- P. Steel Deck Institute "*Steel Roof Deck Design Manual*".
- Q. RCSC "*Specification for Structural Joints Using ASTM A325 or A490 Bolts*"
- R. Aluminum Association
1. AA ADM-1 – "*Aluminum Design Manual*", Latest Edition
 2. AA ACM1 – "*The Aluminum Construction Manual*" Latest Edition
 3. AA ADM 105 "*Aluminum Design Manual: Specifications And Guidelines For Aluminum Structures Latest Edition*"
 4. AA ASD1 "*Aluminum Standards And Data*" Latest Edition
 5. AA ASM 35 "*Specifications for Aluminum Sheet Metal Work In Building Construction*", Latest Edition.
 6. AA ED33 "*Engineering Data for Aluminum Structures*" Latest Edition
 7. AA QQW25 "*Qualification Standard Of Structural Welding Of Aluminum*" latest Edition
 8. AA SDA 38 "*Structural Design With Aluminum*" Latest Edition
 9. AA WA20 "*Welding Aluminum*" Latest Edition

1.03 Experience of the Manufacturer and Contractor

The Boathouse manufacturer shall have a minimum of ten (10) years' experience in the design, manufacture, and installation of similar marina structures and systems to that proposed in this project. Upon request, the manufacturer shall submit a list of previous installations similar to that specified to be evaluated by the Authority. The Contractor shall have a minimum of ten (10) years' experience in the installation of similar marina structures and system to that proposed in this project. Upon request, the Contractor shall submit a list of previous installations similar to that specified to be evaluated by the Authority. The Authority's decision of qualifications will be final.

1.04 Submittals

- A. Manufacturer shall furnish material supplier certifications if and as requested.
- B. All design plans shall be stamped with the seal of and signed by a Licensed Professional Engineer in the State of Texas experienced in floating structure design.
- C. Manufacturer shall submit 3 copies of shop drawings, literature and other information necessary to adequately describe the following:
 1. Materials of manufacture used in the construction of the complete Boathouse facility and anchorage system.
 2. Fabrication of component parts of the structure (information shall indicate size of members, type and location of shop and field connections as a minimum)
 3. Manufacturer's literature that demonstrates compliance with the requirements for appliances, appurtenances and attachments to the Boathouse.
- D. The following is a partial listing of drawings required for submittal:

1. Building Floor Plan: Plan shall indicate the shoreline and location of Boathouse and access routes. Layout should indicate the overall Boathouse dimensions, slip dimensions, walkway dimensions, and proposed location of doors, bumpers, fenders, rub-rails and dock cleats.
 2. Plans shall indicate the location of all joints, framing, anchorage system, and connection details.
 3. Typical sections of the main walk with space allowance for utilities.
 4. Section and elevation of gangways.
 5. Details of anchorage system.
 6. Details of floatation units and superstructure.
 7. Overhead coiling doors
- E. Prior to final payment, submit three copies of an Operations and Maintenance manual and three copies of as-built drawings. The Operations Manual should contain as a minimum the following information:
1. Dock manufacturer's representative's name, address and phone number.
 2. Complete description of system maintenance for the anchorage adjustment for various water fluctuations.
 3. Drawings, diagrams, installation instructions and parts list.

1.05 Quality Assurance

- A. Qualifications of suppliers and personnel including but not necessarily limited to:
1. The floating boathouse manufacturer shall have not less than ten (10) years continuous experience in the manufacture and fabrication of floating boathouses and dock systems.
 2. The boathouse manufacturer and contractor shall demonstrate to the Authority successful floating boathouses and dockage installations in a similar physical and natural environment. The installations shall be at least similar in size and scope to this project.
 3. Structural field connections shall be made by manufacturer's personnel only.
 4. The boathouse manufacturer shall provide at least one person who shall be present during installation of this work who shall be thoroughly familiar with the type of materials being installed, the requirements of this work and who shall direct all work. Manufacturer may certify an employee of the Contractor for such oversight.

1.06 Warranty

- A. The Contractor shall execute and deliver to the Owner, before final acceptance, a written Warranty stating that all labor and materials (including dockage and all associated work) furnished by the contractor are in accordance with the contract plans and specifications, authorized alterations and additions thereto; and that, should any defect develop during the contract warranty period as hereinafter defined, due to improper materials, workmanship, or design, those defects be corrected by the Contractor without expense to the Owner.

B. Warranties:

Manufactured Products - Five Year Limited Warranty
Polyethylene Floatation - Ten-Year Limited Warranty
Composite Decking - Twenty-five Year Material Limited Warranty
Roof Panels - Twenty Year Limited Warranty
Exterior and Roofing Coatings - Twenty-Year Manufacturer's Limited Warranty

1.07 Design Load Conditions

A. Vertical Loads

1. Dead loads shall consist of the entire weight of the floating structure, including utilities, gangways, dock boxes, superstructure and other accessories and appurtenances.
2. Deck surface and structural frame live load shall be equal to 50 PSF applied to the full surface area of the deck.
3. Substructure designed (ASO) to support full live load across a 30' span. *Calculated to be maximum wave, crest to crest, on most inland lakes.*

4. Gangways and ramps shall be designed to support 50 PSF live load and full dead load including the weight of any suspended utilities. Handrails shall be designed for a 200-pound load applied in any direction and at any point along the length of the handrail.
5. Floatation for covered docks shall be designed to support the dead load plus the deck live load. Calculations shall show the amount of snow/ice load that can be supported to contributing roof area.
6. Floatation for open docks shall be designed to support the dead load plus 30 PSF live load applied to the deck area

B. Horizontal Loads

1. A uniform horizontal wind loading from any direction shall be calculated in accordance with ASCE 7-05 for sustained winds of 100 miles per hour.
2. Wind perpendicular to the Boathouse shall be assumed to be against the full area of the external wall above water line.
3. A horizontal load due to impact on a slip shall be the result of the largest berthed craft normally using the slip striking the slip ten degrees (10°) off the center line of the slip. For purposes of calculations, the weight of the craft in pounds shall be 12 times the slip length squared (12L²). For analysis of impact, craft speed shall be considered moving at a speed of 3 FPS.

2 – PRODUCTS

2.01 Frame

Frames shall be all welded steel or bolted aluminum trusses made from angles and rounds of sufficient size and strength to withstand design stresses. Components in structural frames shall be notched and fitted prior to welding or bolting. Overlapping in corners will not be permitted. All notched connections shall be welded both on the inside and outside, and the outside welds shall be ground smooth prior to galvanizing.

- A. Structural members to be fabricated using standard structural shapes made of A 36 grade steel or Structural Aluminum.
- B. All bolt holes shall be standard sized round holes to fit standard bolts. Holes in steel members may be reamed to remove excess galvanizing and shall be coated with spray galvanizing.
- C. All steel frames shall be hot-dipped galvanized after fabrication in accordance with ASTM 123. Field welding of galvanized metals will not be allowed except on minor corrections above water level, which will be treated with a cold galvanizing process.
- D. Steel frames shall be designed for field connection with Grade 5 (ASTM-A325) galvanized bolts. Bolt diameter shall be 1/2" (minimum). Connections shall be designed so that units may be disconnected and moved.
- E. Galvanized repairs shall be made in accordance with ASTM A 780.
- F. Fabrication assemblies level, plumb and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet.
- G. All underwater connections shall have two grade 5 nuts on grade 5 bolts minimum.

2.02 Floatation - Polyethylene Encased Floats

- A. Floatation system shall be designed to result in a minimum freeboard as follows.
 1. 8 inches under full dead load, boat lifts fully loaded plus full live load on decks
 2. 12 inches under full dead load, boat lifts fully loaded plus concentrated load of 400 pounds applied at any location on the deck.
 3. 18 inches under full dead load with boat lifts fully loaded
 4. 24 inches under full dead load.
- B. Additional floatation will be provided to support the gangway dead loads without creating undue distortion of the deck.
- C. Flotation units shall be of seamless one-piece polyethylene rotational molded structure conforming to ASTM D1693, D746, D648, D638, C303 and C272. Nominal wall thickness shall be 0.15 inch. Mounting flanges shall be minimum 1 inch thick. Casing shall contain UV light inhibitors.

- D. The polyethylene floatation containers shall be completely filled with modified polystyrene expanded in place (1.0 lb/cf density or less.) Water absorption shall not exceed five percent by volume. Loose or exposed beads will not be acceptable.
- E. Floatation units shall be firmly secured to the bottom of the frame with a minimum of six bolts. Fastening hardware to be type 304 SS. Screws or lag-screws shall be prohibited.
- F. All components of the floatation units shall be of fire-resistant construction.

2.03 Superstructure

BRA will approve color selection for all exterior sheeting and decking.

A. Roof Panels

- 1. Roof panels shall be 26-gauge pre-finished galvanized steel sheet, Grade E, high tensile or equal. Major ribs and intermediate stiffening to extend full length of panel.
- 2. Roof Panels must be able to span 12' with a minimum allowable uniform horizontal live load from 90mph wind loading. Panels shall have wind-uplift-resistance that complies with UL 580 class 60 or better.
- 3. Metal roof panel assemblies shall be capable withstanding combined vertical loading with deflections no greater than 1/180 of span.
- 4. The roof panels shall be factory pre-painted with SMP silicone-modified polyester paint. Roof panels to carry twenty (20) year limited warranty.
- 5. Joint sealant shall meet the requirements of ASTM C 920 or ASTM C 1311 6. Metal Soffit Panels shall match finish and color of roof panels, installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supported using concealed fasteners and sealant inside laps.
- 7. Flashing and trim shall be formed from the same material as the roof panels with the same finish, applied to eaves, rakes, corners bases, framed openings, ridges, fasciae and fillers. Fabricate flashing and trim in accordance with SMACNA's "Architectural Sheet Metal Manual"
- 8. Roof curbs shall be provided for each penetration and shall be formed from the same material as the roof panels with the same finish. Bottom skirt profile shall match the roof panel profile. Fabricate curb and sub-framing to withstand equipment loads.

B. Roof Support Framing

- 1. The girders, purlins, and bracing member shall be 16 gauge (minimum) galvanized steel conforming to ASTM A-442, Grade D. The size and shape shall be the manufacturer's choice, conforming to structural requirements.
- 2. The columns shall be 14 gauge (minimum) square tubing hot dipped galvanized after fabrication and conforming to ASTM A-500, Grade B. Size shall be manufacturer's choice, conforming to structural requirements.
- 3. Side mounted columns shall be internally reinforced with 2 1/4" 12 gauge square tubing at substructure connections for a minimum of 12".
- 4. The columns shall be of sufficient length to support the roof from the floatation units without a splice.

C. Roof Attachments

- 1. The girders, purlins, bracing members, and stub-mounted columns shall be secured with galvanized 3/8" diameter (minimum) round bolts, nuts, and washers conforming to ASTM A449. The openings for the bolts shall be 7/16" diameter holes (minimum).
- 2. Side mounted columns shall be attached with galvanized 1/2" round bolts, nuts and washers conforming to ASTM A449. The openings for the bolts shall be 9/16" diameter holes before galvanizing.
- 3. The roof panels shall be secured with #14 minimum zinc or cadmium plated, steel fasteners conforming to ASTM A-165, 3/4" long 12" o.c. A plated metal and neoprene washer shall be used with each fastener.

D. Wall Panels

- 1. Wall panels shall be 24-gauge pre-finished galvanized steel sheet, Grade E, high tensile or equal. Major ribs and intermediate stiffening to extend full length of panel

2. Wall Panels must be able to span 12' with a minimum allowable uniform horizontal live load from 90 mph wind loading.
3. Metal wall panel assemblies shall be capable withstanding combined loadings with deflections no greater than 1/180 of span.
4. The wall panels shall be factory pre-painted with SMP silicone-modified polyester paint. Wall panel finish to carry twenty (20) year limited warranty.
5. Joint sealant shall meet the requirements of ASTM C 920 or ASTM C 1311
6. Flashing and trim shall be formed from the same material as the wall panels with the same finish, applied to corners bases, framed openings, fasciae and fillers. Fabricate flashing and trim in accordance with SMACNA's "Architectural Sheet Metal Manual"

E. Wall Support Framing

1. The columns, girts, and bracing members shall be 16 gauge (minimum) galvanized steel conforming to ASTM A-442, Grade D. The size and shape shall be the manufacturer's choice, conforming to structural requirements.
2. The columns shall be 14 gauge (minimum) square tubing hot dipped galvanized after fabrication and conforming to ASTM A-500, Grade B. Size shall be manufacturer's choice, conforming to structural requirements.
3. Side mounted columns shall be internally reinforced with 12 gauge square tubing at substructure connections for a minimum of 12". The size and shape shall be the manufacturer's choice, conforming to structural requirements.
4. The columns shall be of sufficient length to support the roof from the floatation units without a splice.

F. Wall Attachments

1. The columns, girts, bracing members, and stub-mounted columns shall be secured with galvanized 3/8" diameter (minimum) round bolts, nuts, and washers conforming to ASTM A449. The openings for the bolts shall be 7/16" diameter holes (minimum).
2. Side mounted columns shall be attached with galvanized 1/2" round bolts, nuts and washers conforming to ASTM A449. The openings for the bolts shall be 9/16" diameter holes before galvanizing.
3. The wall panels shall be secured with #14 minimum zinc or cadmium plated, steel fasteners conforming to ASTM A-165, 3/4" long 12" o.c. A plated metal and neoprene washer shall be used with each fastener.

2.04 Anchorage System

Anchorage shall be designed for the specific location and exposure. Anchorage will keep the boathouse in position while allowing vertical fluctuation due to lake level changes. The anchorage shall also act to dampen differential movement of the floating members. Water level fluctuation, water depth, and bottom conditions and contours shall be evaluated by the Contractor. Anchorage shall be designed to resist the specified loads at maximum design water level.

A. Location data

1. Grade level at top of Gangway 700 ft. MSL
 2. Horizontal distance to boathouse 40 feet
 3. Hinged gangway length 40 feet*
 - a. Maximum water level 693.50 ft. MSL
 - b. Minimum water level 676.00 ft. MSL
 4. Maximum wave height 4 ft
 5. Lake bed elevation at boathouse site
 - a. ~675 ft MSL at Northerly side
 - b. ~676.5 ft. MSL at Southerly side
- *plus additional length and roller ends to allow for fluctuation of boathouse deck level from minimum lake water level to maximum lake water level.

B. Live load data

1. 2 boats at 7,000 pounds each on hydraulic boat hoists
2. Floor loading at 100 pounds per square foot of deck
3. Wind load at 75 MPH sustained

C. Telescopic Anchorage System

1. The telescopic anchorage system shall consist of not less than 4 telescopic piles and is to be designed to provide anchorage through fluctuating water levels from 676.00 ft. MSL to 693.5 ft. MSL.
2. Anchor frames shall be designed for 6" diameter minimum pipe sleeves and structural bracing attached to the dock structure to transmit loads from the dock to the anchor. Frames shall be hot-dipped galvanized after fabrication.
3. Anchor pipes shall be minimum 80,000 pound yield strength, one at 5" x 14' and one at 4" x 21' (minimum sizes). Anchor pipes shall be galvanized.

2.05 Gangway

A. Gangway

1. Gangway shall be aluminum truss.
2. Pivot connections to the dock shall be by pin, with rollers provided on boathouse end.
3. Gangway shall be designed for vertical live load of 50 PSF.
4. Wheels or rollers shall be heavy duty constructed of molded rubber or UHMW plastic and be non-seizing type due to rust or ice.
5. Additional floatation shall be added to the floating piers or gangway where needed to support the combined pier and access gangway loads without producing undue distortion in the floating structure.

B. Handrails

1. Shall be aluminum or approved equal. Handrails will be provided on both sides.
2. Shall be designed for a 200-pound load applied in any direction and at any point along the rail.

2.06 Accessories

- A. Wood fendering shall be 2" x 6" (nominal) Southern Yellow Pine Grade No.1, S4S, conforming in all respects to Southern Yellow Pine Inspection Bureau as applicable. All lumber and deck timbers shall be given preservative treatment and shall bear the quality mark of AWP. Preservation retention shall be *O.4#/CF* KDA material minimum. Wood fendering shall be attached with 5/16" minimum diameter flat Head, Type F, self-tapping screws coated with .005 zinc-yellow dichromate and three coats of Magni 599.
- B. Vinyl fendering material shall have a section with a height of compression of 2 1/2" minimum with 1" depth minimum. Vinyl fendering shall be attached with stainless steel staples, or as recommended by manufacturer's specifications.
- C. Column Bumpers shall be molded polyethylene manufactured from medium density polyethylene.
- D. Dock cleats shall be bolted to the dock structural framework. Bolts shall be galvanized or stainless steel. Cleats shall be rubber or HDPE coated and retractable

2.07 Deck Material

- A. Exterior and interior deck materials shall be wood polymer composite produced from 100% recycled materials with properties as follows.
 1. Fire-Test-Response Characteristics per ASTM E 84 or UL Standard 723

2. Flame spread index 100 or less.
 3. Flexural strength 4000 psf min.
 4. Tensile strength 2700 psf min.
 5. Modulus of elasticity 700,000 psi min.
- B. Decking shall be 2" x 6" or 2" x 8" (nominal) planks attached with self-tapping screws with (2) two screws at each end and (2) two screw at every intermediate support. Screws to be coated with .005 zinc-yellow dichromate and three coats of magni 599 or approved equal. Provide minimum air space beneath planks.
- C. All planks shall have a maximum span of two (2) feet. Support members shall allow no more than 1/8 inch deflection at full live load. Maximum gap between deck planks shall be 5/16". Use secured, concealed shims where necessary to achieve alignment.
- D. After installation decking variance shall not exceed 1/4".
- E. Failure for Warranty purposes shall include rot, decay, splitting, splintering or termite damage.

2.08 Overhead Doors

- A. Performance requirements.
1. Design overhead doors, including comprehensive engineering analysis using performance requirements and design criteria indicated.
 2. Overhead doors shall withstand the Wind loads, the effects of gravity loads, and loads and stresses within limits and under conditions indicated according to SEI / ASCE7. Use importance factor of 1.15 and Exposure Category B.
 3. Overhead doors shall withstand design wind load without evidencing permanent deformation or disengagement of door components.
 4. Provide glazed and impact-protective overhead doors that pass missile-impact and cyclic-pressure tests when tested according To ASTM E1886 and ASTM E1996.
 5. Overhead doors shall withstand the effects of wave motions determined according to SEI / ASCE 7. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
 6. Provide overhead door components and operators capable of operating for not less than 7,500 cycles. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.
- B. Quality Assurance
1. Manufacturer's authorized representative who is trained and approved for both installation and maintenance of units required for this Project.
 2. Obtain overhead doors from single source from single manufacturer.
 3. Obtain operators and controls from overhead door manufacturer.
 4. Rolling doors shall be manufactured by a firm with a minimum of five (5) years' experience.
- C. Door Curtain Materials and Construction
1. Fabricate overhead door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
 - a. Aluminum bars, sheet, stock, and chains to be ASTM 8209, alloy 6061-T6
 - b. Aluminum Extrusions: ASTM 8221, alloy 6063T6.
 - c. Furnish grille with straight lattice pattern 9"

- i. Horizontal rods: Solid 5/16" minimum galvanized steel rods covered with tubular spacers. Continuous end links are to be designed to prevent the curtain from leaving the side guide rails.
 - ii. Aluminum vertical links, 2" on center.
 - iii. Rod Material: ASTM A61/ A641M Galvanized Carbon Steel Wire
 - iv. Rod Finish: Galvanized.
2. Provide end locks and wind locks of malleable-iron casings galvanized after fabrication, secured to curtain slats with galvanized rivets or high-strength nylon. Provide locks on not less than alternate curtain slats for curtain alignment and resistance against lateral movement.
 3. Frame mounted: Heavy duty extruded aluminum sections with snap on cover to conceal fasteners. Provide aluminum tubes and hardware.
 4. Curtain Jam Guides shall be of manufacturer's standard angles or angles and channels of same material and finish as curtain slats, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent over travel of curtain, and a continuous bar for holding wind locks.
 5. Door and frame assembly to be constructed integrally with the coiling-door.
 - a. Door Frame and Integral Jamb Guide to be fabricated of angles or channels and angles of same material and finish as overhead door unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading.
 6. Door support brackets and Mounting Plates:
 - a. Steel plate not less than 1/4" thick. Drive end bracket plate is to be fitted with a sealed ball bearing. 80lb plates to mounting angles with minimum 1/2" fasteners. Plate supports counterbalance assembly and forms end closures.
 - b. Stop lock bearing to prevent door from free falling in the event drive operation fails.

D. Hood

1. Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
2. Stainless Steel: 0.025-inch-(0.64-mm-) thick stainless-steel sheet, Type 304, complying with ASTM A 666.

E. Locking Devices

1. Slide 801t: Fabricate with side-locking bolts to engage through overhead door in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.
2. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
3. Provide cylinders standard with manufacturer and two keys for each cylinder.
4. Chain Lock Keeper: Suitable for padlock.
5. Provide pull-down straps or pole hooks for doors more than 84 inches high.

F. Counterbalancing Mechanism

1. Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
2. Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, welded or seamless carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in/lft. of span under full load.

3. Spring Balance: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.
4. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends and carry torsional load.
5. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.
6. Life Cycle: High Cycle springs designed to satisfy 10,000 life cycles. (cycles defined as one time opening and closing of door).

G. Manual Door Operators

1. Equip door with manufacturer's recommended manual door operator unless another type of door operator is indicated.
2. Push-up Door Operation: Design counterbalance mechanism so required lift or pull for door operation does not exceed 25 lbf (111 N).
3. Chain-Hoist Operator: Consisting of endless steel hand chain, chain-pocket wheel and guard, and gear-reduction unit with a maximum 25 lbf (111 N) force for door operation. Provide alloy-steel hand chain with chain holder secured to operator guide.
4. Crank Operator: Consisting of crank and crank gearbox, steel crank drive shaft, and gear-reduction unit, of type indicated. Size gears to require not more than 25 lbf force to turn crank. Fabricate gearbox to be oil tight and to completely enclose operating mechanism. Provide manufacturer's standard crank-locking device.
5. **Additive Alternate:** motor operated, remote control door openers installed and operational.

H. Finish Requirements

1. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
2. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are assembled or installed to minimize contrast.
3. Steel and galvanized-steel finishes shall include Manufacturer's standard primer, compatible with field-applied finish. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

2.10 Power Ventilator

A. Scope

1. Power Ventilator Fan (exhaust) installed at the highest point feasible on south end wall of the boathouse. Provide 120v / 12v transformer, relay and enclosure at Ventilator to receive low voltage call for Ventilator from thermostat. Provide electrical J-box on wall adjacent to Ventilator. Provide wiring from J-box through the relay then to motor.
2. Gravity inlet dampers (2) mounted at deck level on wall opposite Ventilator (north wall).
3. Thermostatic control with on-off-auto function select mounted near entry door.

B. Operating Limits:

1. Classify according to AMCA99.
2. Capacity shall be sufficient to accomplish 5 complete air changes per hour
3. Interior air temperature range is 95 deg. F to 120 deg.
4. Humidity range 30% to 99 %

C. Product Data to be Furnished

1. Rated capacities, operating characteristics, and furnished specialties and accessories.
2. Published fan performance curves with system operating conditions indicated.
3. Motor ratings and electrical characteristics, plus motor and electrical accessories.

4. Dampers, including housings, linkages, and operators.
 5. Wiring Diagrams: For power, signal, and control wiring.
 6. Fabrications including anchorages and attachments to structure and to supported equipment.
 7. Compliance with UL Standard UL705.
- D. Manufacturers: Subject to compliance with requirements, provide for product from one of the following manufacturers.
1. Acme Engineering & Manufacturing Corporation.
 2. Carnes Company.
 3. Greenheck
 4. W.W. Grainger, Inc.
 5. Dayton Products.
- E. Product Requirements
1. Housing shall be Galvanized-steel sheet with flanged edges and integral orifice ring with baked-enamel finish coat applied after assembly.
 2. Fan Wheel shall be replaceable, extruded-aluminum, airfoil blades fastened to cast aluminum hub; factory set pitch angle of blades.
 3. Fan Drive Motor shall be mounted in airstream, factory wired to disconnect switch located on outside of fan housing.
 4. Motor-Side Back Guard: Galvanized steel, complying with OSHA specifications, removable for maintenance.
 5. Wall Sleeves: Galvanized steel to match fan and accessory size.
 6. Motor shall be 120v single phase Open Drip Proof motor rated for 40 deg. C rise and a service factor of 1.15

2.11 Boat Lift

- A. Scope
1. Prior to removal of existing boathouse, remove existing HydroHoist lift and reinstall in three-slip boathouse at the dam. Dispose of second existing boat lift.
 2. Furnish and install two (2) new complete and operational HydroHoist UltraLift (Model 8800UL) boat lifts, or approved equal, with a rated load capacity of a minimum of 8,000 pounds in the new boathouse.
 3. Mount the Boat Lifts in the slips as directed by the owner.
 4. Test and place each Boat Lift into service.
 5. Provide operator training including routine maintenance tasks.
- B. New Boat Lifts
1. New lifts will each consist of two (2) Hydro Hoist UltraLift (Model 8800UL) lifts, or approved equal, complete with separate pumps and independent controls.
 2. The lifts will be installed using all new hardware and accessories. Install both lifts following the manufacturers specifications and recommendation for installation.
 3. The boat lift control will be of 120Volt electric and deck mounted in a location approved by owner prior to installation. The Control will have a manual override operation that will make lowering the boat possible in the event of power failure. The Control will have a rapid release operation to expedite the lowering of the boat.

3.0 EXECUTION

3.01 Installation

- A. Install anchorage, floatation, boathouse, boat lifts, rollup doors, entry door, windows, and power ventilator at location furnished by the Authority in accordance with manufacturer's instructions and approved shop drawings. Make necessary adjustments and certify the units ready for operation.

- B. Make internal electrical terminations at junction boxes firmly attached to the boathouse structure and located adjacent to or over the boathouse decking. Provide electrical service, grounding, power panel, connecting conduit and conductors, and external lighting fixtures.
- C. General construction requirements shall include the following.
 - 1. Demolition and removal of existing boathouse cannot begin until after September 7, 2021.
 - 2. Drive piles such that boathouse moves freely up and down as lake level changes. Vertical alignment shall be within ~ inch in 4 feet. Cut off tops of piles square with pile axis.
 - 3. Set structural steel or Aluminum accurately in locations and elevations indicated and according to cited industry standards.
 - 4. Maintain erection tolerances according to cited industry standards.
 - 5. Align structural members and make level and plumb before permanently fastening. Verify alignment after fastening and adjust as necessary. Erection tolerances shall be 1/8 inch in ten feet or better.
 - 6. Install sealer gaskets to isolate underside of wall bottom track or rim track and the top of supporting structural frame.
 - 7. Install cold-formed metal framing according to AISC's "Standard for Cold Formed Steel Framing-General Provisions" or cited Aluminum industry standards.
 - 8. Install members in one-piece lengths unless splice connections are indicated for track or tension members.
 - 9. Isolate non-load bearing members from building structure to prevent transfer of vertical load.
 - 10. Conform to the standards set forth in the SMACNA architectural sheet metal manuals and the approved shop drawings detailed for the project.
 - 11. Install roof and wall panels plumb, level, and straight with the ribs parallel, conforming to the design as indicated.
 - 12. Install roof and wall panel systems so that they are watertight, without waves, warps, buckles or distortions, and allow for thermal movement considerations.
 - 13. Apply sealant tape or caulking as necessary at flashing and panel joints to prevent water penetration. Remove excess sealant from exposed surfaces inside and outside.
 - 14. Secure building from unauthorized entry prior to starting the installation of equipment other than rollup doors.
 - 15. Install overhead doors and operating equipment complete with necessary hardware, anchors, inserts, hangars, and equipment supports and according to manufacturer's written instructions. Ensure that units are installed plumb and true, free of warp or twist, and that units operate smoothly.
 - 16. Install equipment to provide for access for periodic maintenance and removal of wearable components. Mounting bolts and brackets for equipment to be stainless steel of adequate size and strength
- D. Remove dirt, grime, adhesives, lubricants and other material from surfaces and equipment installed under this contract. Thoroughly clean-up work site of all scrap, waste and debris. Dispose of all such material in accordance with prevailing local requirements.

3.02 Field Painting

- A. All damaged primer and finished coatings shall be removed and reapplied. Both shop and finish painting shall be in accordance with Manufacturer's recommendation, with color selected by BRA.
- B. Machined surfaces, stainless steel, and brass surface shall not be painted.

3.03 Field Testing

- A. Floatation, boathouse, anchorage, entry door, and windows, shall be field tested to demonstrate conformance with these specifications and to determine that the assembly and installation is correct. Working with the Boathouse Manufacturer, the manufacturer of each of the appliances shall demonstrate the operation of each unit. The Boathouse Manufacturer shall make all necessary corrections prior to making a request for final payment.
- B. Power ventilator, boat hoists, wash down pump and interior lighting shall be field tested to demonstrate conformance with these specifications and to determine that the assembly and installation is correct.
- C. Prior to placement into service, the manufacturer(s) of the rollup doors and the pneumatic boat lifts shall thoroughly inspect the installation and certify that the entire installation is correct and ready for operation. Adjustments needed to secure such certification will be made by the Contractor at no expense to the Authority. Replace damaged and malfunctioning components.
- D. The Contractor shall schedule all required inspections by other jurisdictions and correct any issues that will prevent certifications at no expense to the Authority.

3.04 Field Quality Control

- A. Functional Tests: Conduct on each item of equipment
 1. Alignment: Test complete assemblies for correct rotation, proper alignment and connection, and smooth, quiet operation.
 2. Vibration Test: Observe for any excessive vibration under normal operating conditions. If units exhibit vibration in excess of the limits specified, adjust or modify as necessary.
 3. Operating Temperatures: Monitor motor bearings for abnormally high temperatures.

3.05 Training of Authority Staff

Provide training of authority personnel for routine operation and maintenance of facility, systems, and features. Provide instruction materials including O&M manuals. Coordinate training schedule with Authority operations, and complete training prior to final pay request.

ADDITIVE ALTERNATE- SPRAY-APPLIED FOAM INSULATION

1.0 - GENERAL

1.01 DESCRIPTION

- A. Work included: Building insulation required for this Work includes, but is not necessarily limited to:
1. Spray-applied polyurethane on interior walls and underside of roof if selected by the Authority for inclusion in the work.

1.02 SCOPE AND CONDITIONS OF THE WORK

- A. Provide all labor, materials, accessories, services and equipment necessary to complete the Work.
- B. Coordinate with other portions of Work and cooperate with other trades.

1.03 SPECIAL REQUIREMENTS AND REGULATIONS:

- A. All materials, products and equipment shall be delivered, handled, stored, fabricated, assembled, installed and operated in accordance with the manufacturer's printed instructions. If any contradiction exists between those instructions and this SECTION the Contractor shall obtain clarification from the Authority or his designated representative before proceeding with the Work.
- B. Contractor shall clear building areas to be foamed-in-place of debris and materials prior to the commencement of foam-in-place operations. Comply with all federal, state and municipal codes, laws and regulations for thermal insulation and vapor retarders.
- C. Access for foamed-in-place installation hoses, equipment and vehicles: not more than 100' hose length) from the farthest surface to be sprayed.
- D. Power for application equipment, heating equipment, ventilating equipment, and hand tools to be provided by the Contractor.

1.04 SUBMITTALS AND TESTS:

- A. Not less than 10 days prior to the start of work on the insulation, submit the following to the Authority for approval:
1. Two (2) copies of manufacturer's specifications and installation instructions for each type of insulation required.
 2. Two (2) copies of manufacturer's MSDS sheet for each type of insulation required.
 3. One sample of each type of foamed-in-place polyurethane for the Authority's approval
- B. Provide daily test shot samples of foamed-in-place polyurethane to the Authority from each batch of foam for approval. When required by the contract documents, submit copies of certified test reports showing compliance with specified performance values.

1.05 QUALITY ASSURANCE:

- A. Spray-applied foam shall be installed so there will be not more than 3.00 air changes per hour at 50 Pascals during Blower Door testing. There shall not be more than an equivalent 2.5 square inches of leakage per 100 square feet of exterior surface area at 10 Pascals during Blower Door testing. When required by the contract documents, submit certified test reports from a "Blower Door" test performed by a technician approved by the Authority. The installer shall identify areas of leakage

and undertake additional sealing if required to meet these performance specifications. Alternate methods allowed include infrared thermography (seasonal) and pressurized fog air leakage testing.

- B. Inspection of the installation shall be made to verify the minimum foam thickness required to achieve the specified R-value.
- C. The installer shall have a minimum of 3 years documented experience, demonstrating previously successful work of the type specified herein.

1.06 PROTECTION:

- A. Protection from deterioration: Protect installed insulation materials from physical damage and from becoming wet, soiled, or covered with ice or snow between phases of the work or after the completed installation. Do not expose to sunlight, except to the extent necessary for period of installation and concealment
- B. Protection of the premises from damage: Protect against ignition at all times.
- C. Thermal protection of raw materials: Protect from freezing or extreme heat. Maintain chemical components at a minimum of 60 degrees while stored on site.
- D. Fire protection: Completely exposed foamed plastic in occupied interior applications presents a fire hazard unless the foam is protected by one of the code approved 15 minute fire resistive barriers (usually 1/2" sheetrock, lath and plaster, or other approved finish or coating). Code requirements, if any, for unoccupied areas should also be followed. Comply with insurance ratings indicated
- E. Health and safety: Protect areas where ventilation is inadequate with signage and require personnel in the unvented area to wear proper breathing protection.

2.00 – PRODUCTS

2.01 MANUFACTURER:

Field-applied foamed-in-place polyurethane foam insulation: FOAM-TECH or approved equal

2.02 BUILDING INSULATION:

- A. Rigid, spray-applied polyurethane an in-place density of 2.1 - 2.5 lbs. per cubic foot on the interior walls and the underside of the roof. Foam product will be a standard polyurethane or polyisocyanurate 2-component mix for producing rigid, closed-cell insulation.
- B. Closed cell content: 90 percent minimum.
- C. Water absorption: 3.0% maximum.
- D. Non-flourochlorocarbon (Non-CFC), and Zero Ozone Depletion Potential blowing agent approved by the product manufacturer.
- E. Surface-burning characteristics: Maximum flame-spread and smoke developed indices of 75 and 450, respectively, based on tests performed on unfaced core by ASTM E-84 test method.
- F. K-value: 0.15 minimum when aged 90 days at 140 F dry heat

2.03 OTHER MATERIALS:

- A. Vapor barrier/slip sheet shall be 6 mil polyethylene or equal installed in a workmanlike manner.

- B. Caulking shall be required with approved caulking compound at all locations requiring infiltration sealing too small (3/16" or less) .

3.00 EXECUTION

3.01 EXAMINATION:

- A. Examine substrates and conditions for compliance with requirements of Sections in which substrates and related work are specified and to determine if conditions affecting performance of insulation are satisfactory. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

3.02 PREPARATION:

- A. Clear building cavities to be sprayed-in-place of debris and materials prior to the commencement of the installation. Clean substrates of substances harmful to the insulation, including moisture, dirt, or un-bonded coatings which will affect the insulation or prevent an air-tight seal. Remove projections which might puncture vapor retarders.
- B. Seal all joints and close off openings to prevent foam leakage. Check to ensure that the framed cavities are free of debris and that the surface to be sprayed is anchored to framing members.
- C. Unless otherwise specified, a vapor retarder/slip sheet is required and shall be a minimum of 4 mil polyethylene or equal installed in a workmanlike manner.

3.03 INSTALLATION:

- A. Spray application instructions:
 1. Process a two-component polyurethane foam system with specified ratio by volume, positive displacement, industry-standard pumping equipment.
 2. Monitor and maintain the component ratio and mix the components of the polyurethane chemicals in accordance with the manufacturer's product specifications and processing instructions to achieve the desired density and physical properties. Verify the product component ratio with flow meters and programmable ratio monitoring equipment that can prevent the installation of product that is off-ratio by more than the manufacturer's prescribed limits.
 3. Monitor and maintain the component temperatures in accordance with the manufacturer's product specifications and processing instructions to achieve the desired density and physical properties.
 4. Apply to a minimum cured depth as required in the contract documents in rises not exceeding the maximum recommended by the product manufacturer. Average final thickness specifications will be to a Y:z" plus-or-minus tolerance.
 5. Spray the mixed foam onto the substrate in multiple rises in increments as recommended by the manufacturer. The foam will expand and give off heat. Contain all overspray to prevent material from getting into the lake and recover any material which does get into the lake.
 6. The temperature on both sides of the wall must be a minimum of 40 degrees during foaming and for a forty-eight (48) hour period after foam has been placed in the wall cavity. If the exterior temperatures are below 40 degrees, the interior temperature must be 40 degrees for a minimum of eight (8) hours prior to application and forty-eight (48) hours after completion. The outside temperature should not be less than 20 degrees unless the outside is protected by thermal insulation.

7. During foam operations, the above temperature requirements must be met while providing two (2) air changes per hour for ventilation for installation personnel. Heat during foaming operations shall be provided by vented or non-open flame sources.

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed _____
Name:
Printed _____
Name:
Title: _____
Company: _____
Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VENDOR COMPLIANCE TO STATE LAW

Section 2252.002, Texas Government Code, provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate office is in the State of Texas.

Please Check or mark with an "X"

BIDDER:

_____ By: _____ Company
(please print)

_____ Signature: _____
(please print)

_____ Title: _____
(please print)

City / State _____ Zip _____

THIS FORM MUST BE RETURNED

EXAMPLE RESPONSE TO LITIGATION HISTORY QUESTION

<u>Date</u>	<u>Parties</u>	<u>Nature/Description of Litigation</u>	<u>Outcome</u>
2010	XYZ, Inc. v. Owner	Owner brought suit against XYZ, Inc. claiming flawed design of a concrete pad.	XYZ, Inc. Nonsuited
2011	XYZ, Inc. v. Owner	XYZ, Inc. retained to design bike path, the path collapsed in construction and owner sued XYZ, Inc. and contractor	Settled
2012	XYZ, Inc. v. Contractor	Contractor claimed XYZ, Inc. negligent on a project where Contractor was constructing a tower and the tower allegedly incorporated incorrect materials. XYZ, Inc. disputes the allegations.	Ongoing

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations 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*, earlier.

*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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. commonwealths and 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.

SERVICE PROVIDER CONTRACT

In consideration of the mutual promises as set forth below, this Service Provider Contract (“Contract”) is entered into this ___ day of _____, 2018 (“Effective Date”), by and between **PROVIDER NAME** (“PROVIDER”), with a mailing address of **ADDRESS**, and the Brazos River Authority, (“BRA”), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710.

Section I. Performance of Work

1.1 The PROVIDER hereby agrees to provide, perform, and complete to the satisfaction of the BRA all of the “Work” specified in Exhibit “A”, attached hereto and incorporated by reference herein **[ADD IF APPLICABLE: , and the Bid Documents, incorporated by reference herein]**. The term “Work” as used herein shall mean the detailed description of tasks to be performed by the PROVIDER, as established in Exhibit “A”. **[ADD IF APPLICABLE: In the event this Contract and the Bid Documents conflict, this Contract shall supersede the Bid Documents.]**

1.2 In performing the Work, the PROVIDER shall provide all necessary labor, services, transportation, information, data, and other means and items necessary to perform the Work.

1.3 The PROVIDER hereby covenants and agrees, as an independent contractor, to perform the Work required in strict accordance with the terms and provisions of this Contract and in a manner consistent with the level of care and skill ordinarily exercised for similar services in the State of Texas.

1.4 It is understood that the BRA has a vested interest in the quality of the Work to be performed under this Contract, and thus may make suggested revisions or recommendations regarding the Work to be performed under this Contract. The PROVIDER may accept or reject any such suggestions or recommendations. Acceptance of any such suggestions or recommendations shall not relieve the PROVIDER from any of PROVIDER’s responsibilities or obligations under this Contract.

Section II. Contract Price and Payment

2.1 Payments for performance of the Work contemplated by this Contract shall be in the amount and in accordance with the provisions set forth in Exhibit “B”, attached hereto and incorporated by reference herein.

2.2 Nothing contained in this Contract shall require BRA to pay for any Work that is unsatisfactory as determined by BRA or which is not submitted in compliance with the terms of this Contract.

2.3 BRA will not be required to make any payments to the PROVIDER, when the PROVIDER is in default under this Contract, nor shall this paragraph constitute a waiver

of any right, at law or in equity, which BRA may have if the PROVIDER is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. Nothing contained herein shall be construed as authorizing additional fees for services to complete actions not specifically listed for successful completion of the Work.

Section III. Term

3.1 The term of this Contract shall be for a period of one (1) year, commencing on the Effective Date, and may be renewed by subsequent agreement of the parties for up to four (4) additional one (1) year periods, for a total potential term of five (5) years. **[OR IF APPLICABLE: The services of the PROVIDER shall commence on the Effective Date of this Contract and shall continue until the Work is completed.]**

3.2 The PROVIDER additionally agrees to abide by any and all schedules or timing representations set forth in Exhibit “A”.

Section IV. Revisions to Work

4.1 BRA reserves the right to direct substantial revision of the Work after acceptance by BRA as BRA may deem necessary; but in such event BRA shall pay the PROVIDER equitable compensation for services rendered in making such revisions. In any event, when the PROVIDER is directed to make substantial revisions that are in addition to or alter the Scope of Work established in Exhibit “A”, the PROVIDER shall provide to BRA a written proposal for the entire cost involved in the revisions.

4.2 Prior to the PROVIDER undertaking any substantial revisions as directed by BRA, BRA must authorize in writing the nature and scope of the revisions, accept the method and amount of compensation, and the time required to perform all phases of the Work.

4.3 If revisions of the Work are required by reason of the PROVIDER’S error or omission, then such revisions shall be made by the PROVIDER without additional compensation and in a time frame as directed by BRA.

4.4 It is expressly understood and agreed by the PROVIDER that any compensation not specified in “Exhibit B” shall require prior written approval by BRA.

Section V. The Provider’s Coordination with BRA

5.1 The PROVIDER shall be available for conferences with BRA so that Work can be completed with the full benefit of BRA experience and knowledge of existing needs and facilities and be consistent with current policies and standards of the BRA. BRA shall make available to the PROVIDER all existing plans, maps, field notes, and other data in its possession relative to the Work.

Section VI. Termination

6.1 This Contract may be terminated at any time by BRA for any cause without penalty or liability. Upon receipt of such notice by BRA, the PROVIDER shall immediately discontinue all services and actions on behalf of BRA.

6.2 As soon as practicable after receipt of notice of termination, the PROVIDER shall submit a statement showing in detail the costs of services performed but not paid for under this Contract through the date of termination. The PROVIDER will forward to BRA all portions of the Work performed through the date of termination. BRA shall then pay the PROVIDER promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by BRA.

Section VII. Default

7.1 BRA may terminate this Contract without prejudice to any other remedy it may have, when the PROVIDER defaults in performance of any provision herein, or fails to carry out the Work in accordance with the provisions of this Contract.

7.2 On such termination, BRA may take possession of all the intellectual property prepared or gathered to date [OR IF APPLICABLE: equipment, and/or parts pertinent to the equipment, repaired or purchased to date] in performance of the Work and finish the Work in whatever way BRA deems expedient. On such default by the PROVIDER, BRA may elect not to terminate the Contract, and in such event, BRA may make good the deficiency in which the default consists, and deduct the costs from the Contract sum to become due to the PROVIDER.

Section VIII. Insurance

8.1 The PROVIDER shall, at PROVIDER'S sole expense, maintain insurance coverage as set forth below:

General Liability Insurance:

Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 1,000,000 per occurrence
Aggregate	\$ 2,000,000

Workers' Compensation:

Statutory

Automobile Liability:

\$ 1,000,000 per claim / aggregate

Employers' Liability

\$ 1,000,000 policy limit

Pollution Liability

\$ 1,000,000 per claim / aggregate

8.2 The PROVIDER shall not commence Work under the Contract until the PROVIDER has obtained all the insurance required under this Contract and such insurance has been approved by BRA, nor shall the PROVIDER allow any subcontractor to commence Work on the PROVIDER's subcontract until all requisite insurance of the subcontractor has been obtained and approved by BRA. All required policies shall name BRA as an additional insured, except Workers' Compensation and Employers' Liability Insurance and Professional Liability Insurance (as applicable). As proof of the PROVIDER's insurance coverage, the PROVIDER shall furnish to BRA valid certificates of insurance of the types and limits required herein, listing BRA as the certificate holder and additional insured, prior to commencing Work on the project. In the event PROVIDER's insurance coverage does not provide for automatic additional insured coverage, PROVIDER shall provide BRA an additional insured endorsement along with its certificate. As proof of insurance coverage by the PROVIDER's subcontractors, the PROVIDER shall furnish to BRA such subcontractors' valid certificates of insurance of the types and limits required herein, including additional insured endorsements listing BRA as an additional insured under such policies. In addition, the required insurance coverage shall contain a provision that coverage afforded under the policies will not be materially changed or canceled without provision of thirty (30) days written notice to BRA. The insurance requirements shall remain in effect throughout the term of the Contract.

8.3 Concerning insurance to be furnished by the PROVIDER, it is a condition precedent to acceptability thereof that:

- i. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by the PROVIDER; and
- ii. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

8.4 The PROVIDER agrees to the following:

- i. The PROVIDER hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall not have the right to recovery or subrogation against BRA, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- ii. Companies issuing the insurance policies and the PROVIDER shall have no recourse against BRA for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of the PROVIDER.
- iii. Approval, disapproval or failure to act by BRA regarding any insurance supplied by the PROVIDER (or any subcontractors) shall not relieve PROVIDER

of full responsibility or liability, if any, for damages and accidents as set forth in the Contract. Neither shall the insolvency or denial of liability by the insurance company exonerate the PROVIDER from liability.

iv. No special payments shall be made for any insurance that the PROVIDER and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and

v. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

Section IX. No Third Party Beneficiary

9.1 No claim as a third-party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the BRA, and the BRA shall not be liable for or be held to pay any money to any such person.

Section X. Successors and Assigns

10.1 The PROVIDER shall not assign this Contract in whole or part, assign any of its rights or obligations under this Contract or assign any payment due or to become due under this Contract, without the prior, express written consent of the BRA.

10.2 Any attempted or purported assignment by the PROVIDER without the BRA's approval shall be void and of no force and effect and shall constitute a default under this Contract.

Section XI. Liability

11.1 Acceptance of the Work by BRA shall not constitute nor be deemed a release of the responsibility and liability of the PROVIDER, its employees, agents, assigns or subcontractors for the accuracy and competency of the Work contemplated by this Contract.

11.2 The PROVIDER shall be solely and completely responsible for performing the Work with diligence and in a manner consistent with the level of care and skill ordinarily exercised for such similar services in the State of Texas.

Section XII. Indemnification

12.1 THE PROVIDER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD THE BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

12.2 IN ADDITION, THE PROVIDER AGREES TO KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE PROVIDER IN THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PROVIDER OR THE PROVIDER'S AGENTS, SUBCONTRACTOR, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST BRA FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE PROVIDER.

12.3 IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE PROVIDER THAT SUCH INDEMNITY IS INDEMNITY BY THE PROVIDER TO INDEMNIFY AND PROTECT BRA FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROVIDER, THE PROVIDER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROVIDER EXERCISES CONTROL. BRA AGREES TO GIVE PROVIDER PROMPT NOTICE OF ANY CLAIM, CONTROL OF THE DEFENSE OR SETTLEMENT OF THAT CLAIM AND REASONABLE ASSISTANCE AND INFORMATION RELATED TO THE CLAIM.

Section XIII. Confidentiality

13.1 During the performance of this Contract, the PROVIDER has or will have access to confidential or proprietary information belonging to BRA. The PROVIDER herein agrees to maintain the confidentiality of the information received from BRA and information derived from performance of the Work.

13.2 This obligation shall not apply to information already in the public domain or to disclosures required by law, including the Texas Public Information Act.

Section XIV. Severability

14.1 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section XV. Independent Contractor

15.1 The PROVIDER covenants and agrees that PROVIDER is an independent contractor and not an officer, agent, servant or employee of BRA. The PROVIDER hereby acknowledges that it shall have exclusive control of and exclusive right to control the details of the Work, performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, and subcontractors.

15.2 In addition, the PROVIDER agrees that the doctrine of respondeat superior shall not apply as between BRA and the PROVIDER and nothing herein shall be construed as creating a partnership or joint enterprise between BRA and the PROVIDER.

Section XVI. Disclosure

16.1 By signature of this Contract, the PROVIDER acknowledges to BRA that PROVIDER has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect.

16.2 The PROVIDER further agrees that PROVIDER will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

Section XVII. Compliance with Laws and Licenses

17.1 The PROVIDER shall at all times observe and comply with all the provisions of the laws of the State of Texas and Federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the PROVIDER, his subcontractor(s), or his or their employees, agents or servants, engaged in performance of the Work.

Section XVIII. Venue and Choice of Law

18.1 The parties to this Contract agree and covenant that this Contract will be enforceable in McLennan County, Texas and that if legal action is necessary to enforce this Contract, exclusive venue will lie in McLennan County, Texas.

18.2 This Contract shall be construed under Texas law (without regard for choice of law considerations).

Section XIX. Entire Agreement

19.1 This Contract sets forth the entire agreement between the BRA and the PROVIDER with respect to the accomplishment of the Work and the payment of the Contract price therefore, and there are no other understandings or agreements, oral or written, between the BRA and the PROVIDER with respect to the Work and the compensation therefore, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section XX. Amendments

20.1 No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the BRA and the PROVIDER.

Section XXI. Headings

21.1 The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section XXII. Remedies

22.1 No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition of this Contract.

Section XXIII. Review of Contract

23.1 The PROVIDER has carefully examined, reviewed, and accepted this Contract and there are no discrepancies, errors, omissions, ambiguities or conflicts in this Contract that are material to the PROVIDER'S provision, performance or completion of the Work, the Contract price or Contract schedule that have not been clarified in writing by the BRA to the satisfaction of the PROVIDER.

Section XXIV. Right to Audit

24.1 The PROVIDER shall establish and maintain a reasonable accounting system that enables BRA to readily identify the PROVIDER's assets, expenses, costs of goods, and use of funds. BRA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the PROVIDER, including, but not limited to those kept by the PROVIDER, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; Contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

24.2 The PROVIDER shall, at all times during the term of this Contract and for a period of ten years after the completion of this Contract, maintain such records, together with

such supporting or underlying documents and materials. The PROVIDER shall at any time requested by BRA, whether during or after completion of this Contract, and at the PROVIDER's own expense make such records available for inspection and audit (including copies and extracts of records as required) by BRA. Such records shall be made available to BRA during normal business hours at the PROVIDER's office or place of business and subject to a three day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for BRA.

24.3 The PROVIDER shall ensure BRA has these rights with the PROVIDER's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the PROVIDER and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the PROVIDER's obligations to BRA.

Section XXV. Prohibition on Boycotting Israel

25.1 PROVIDER hereby verifies that PROVIDER:

- i. Does not boycott Israel; and
- ii. Will not boycott Israel during the term of this Contract.

Section XXVI. Notices

26.1 All notices, communications, and reports required under the Contract shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

4600 Cobbs Drive
Waco, Texas 76710

If intended for the PROVIDER, to:

ADDRESS

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

PROVIDER NAME

By: _____

By: _____

DAVID COLLINSWORTH

Title: **GENERAL MANAGER/CEO**

Title: _____

Date: _____

Date: _____

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed same for and as the act and deed of **PROVIDER NAME** and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2018.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **David Collinsworth**, General Manager/CEO, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed same for and as the act and deed of **BRAZOS RIVER AUTHORITY** and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2018.

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF WORK**

**EXHIBIT B
COMPENSATION**

"General Decision Number: TX20210153 03/12/2021

Superseded General Decision Number: TX20200153

State: Texas

Construction Type: Building

County: Hood County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021

* ASBE0021-002 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.87	7.23

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

IRON0263-019 06/01/2017

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.25	7.32

LAB00154-022 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.25	2.90

SUTX2009-040 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Acoustical Ceiling Installation, and Hardwood Floor Installation.....	\$ 14.30	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.29	0.00
ELECTRICIAN.....	\$ 18.06	4.87
IRONWORKER, STRUCTURAL.....	\$ 15.48	0.00
LABORER: Common or General.....	\$ 10.24	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 11.00	0.00
OPERATOR: Bulldozer.....	\$ 13.00	0.31
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.50	0.00
PLUMBER.....	\$ 20.38	4.74
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.52	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"