

**LEGAL NOTICE
AND
INVITATION TO BID**

**WATER PLANT # 2
44459 STATE HIGHWAY 100 UNIT 4
PORT ISABEL, TEXAS 78578
TRANSFER PUMP STATION BUILDING
Bid # WP2-TPR-16-06-02**

Sealed bids will be received by The LAGUNA MADRE WATER DISTRICT ("LMWD"), for **TRANSFER PUMP STATION BUILDING Bid # WP2-TPR-16-06-02 Until 2:00 PM, June 21, 2016** at the LMWD, General Manager Office; 105 Port Rd. Port Isabel TX 78578

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on **June 21, 2016 at 2:05 PM**. Bidders are invited to attend the bid opening at the LMWD Board Meeting Room.

Bid packages with the Specifications may be obtained contacting the District A/P & Procurement Agent or at the following website www.lmwd.org/bids

One (1) sets of the bid documents shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope:

**WATER PLANT # 2, PORT ISABEL, TX
TRANSFER PUMP STATION BUILDING Bid # WP2-TPR-16-06-02**

This envelope shall be addressed to General Manager; Laguna Madre Water District; 105 Port Rd, Port Isabel TX 78578.

The LMWD will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Laguna Madre Water District, General Manager Office by the given deadline above. **No bids will be accepted via facsimile or electronic submission.**

The LMWD specifically reserves the right to reject any or all bids, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the LMWD.

Fernando Garcia
A/P & Procurement Agent
(956) 943-2626 Ext 235
Email fgarcia@lmwd.org

INSTRUCTIONS TO BIDDERS

Please submit this page upon receipt.

Acknowledgment Form

TRANSFER PUMP STATION BUILDING

Bid # WP2-TPR-16-06-02

For any clarifications, please contact Fernando Garcia at Laguna Madre Water District, A/P & Procurement Agent at (956) 943-2626 Ext.235 or e-mail: fgarcia@lmwd.org

Please e-mail this page upon receipt of the bid package or legal notice. If you only received the legal notice and you want the bid package mailed, please provide a method of shipment with account number in the space designated below.

Check one:

Yes, I will be able to send a bid; obtained bid package from website.

Yes, I will be able to send a bid; please email the bid package.

Email: _____

Yes, I will be able to send a bid; please mail the bid package using the carrier & account number listed below:

Carrier: _____

Account: _____

No, I will not be able to send a bid for the following reason:

If you are unable to send your bid, kindly indicate your reason for “No bid” above and return this form **via email to fgarcia@lmwd.org**. This will ensure you remain active on our vendor list.

Date _____

Company Name: _____

Authorized Representative _____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (Complete and return with bid)

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three year period preceding this application/bid had one or more public transactions (Federal, State, and Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ETHICS STATEMENT (Complete and return with bid)

The undersigned bidder, by signing and executing this bid, certifies and represents to the Laguna Madre Water District that bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this bid; the bidder also certifies and represents that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid, the bidder certifies and represents that bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Laguna Madre Water District concerning this bid on the basis of any consideration not authorized by law; the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Laguna Madre Water District in return for the person having exercised their person's official discretion, power or duty with respect to this bid; the bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Laguna Madre Water District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LAGUNA MADRE WATER DISTRICT, ALL OF THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS BID.

I have read all of the specifications and general bid requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

ETHICS STATEMENT (Complete and return with bid)

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

Special Instructions

Contract Information

- **Interpretation**

Questions concerning terms, conditions, and technical specifications should be directed to:

Fernando Garcia
A/P & Procurement Agent
fgarcia@lmwd.org
Fax (956) 943-6228

- **Tentative Time Line**

1. June 13, 2016 to June 20, 2016 - Vendors work on bid.
2. June 21, 2016 at 2:00 PM - **Vendor must submit one (1) set of bid documents sealed in an envelope to:**

Carlos J. Galvan Jr., General Manager

105 Port Rd

Port Isabel TX 78578

TRANSFER PUMP STATION BUILDING, Bid # WP2-TPR-16-06-02

June 21, 2016 - Open bids at 2:05 PM

The above noted information must be included on bid envelope and on any carrier's envelope/package. Laguna Madre Water District will not be held responsible for missing, lost or late mail. Laguna Madre Water District, will not accept facsimile or electronic transmission of sealed bids.

3. June 21, 2016 - Open bids at 2:05 PM
4. June 23, 2016 at 3:00PM Provide Final Recommendations
5. July 13, 2016 – Present recommendation to Board of Directors for consideration and approval
6. July 14, 2016 Issue Notice of Award

- **Or Equal**

Brand name or manufacturer's reference used in this request is descriptive – not restrictive – it is intended to indicate type and quality desired. Brands of like nature and quality will be considered. If bidding on other than referenced specifications please provide complete descriptive information of said article.

- **Pricing**

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit

prices indicated shall govern. **Price shall remain in effect until the TRANSFER PUMP STATION BUILDING been received.**

All fields (UNIT PRICE, TOTAL PRICE, ETC) in the Bid Schedule must be filled.

Failure to submit any of the above information with the sealed bid will disqualify bid.

- **Quality of Products**

All items must be new, in first class condition, including containers suitable for shipment and storage. No substitutions in standard grades or lesser quality will be accepted.

- **Determining Factors for Award**

- Bidders net price on bid items

- Stock availability

- Reputation of the bidder

- Delivery

- Safety record will be considered when determining the responsibility of the bidder

- Physical Address of site

- Water Treatment Plant No.2, Transfer Pump Station Building is located at:

- 44453 State Highway 100 Unit 04

- Port Isabel Texas 78578

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, a W9 form, will be required of all vendors doing business with the Laguna Madre Water District. If a W9 not made available to Laguna Madre Water District, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 Attached is sample form.**

- **Taxes**

The Laguna Madre Water District is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation, any awards, or payments to the contractor. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

Failure to manually sign bid will disqualify it. Person signing bid should show title or authority to bind their firm to a contract EEOC Guidelines

During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, sexual preference, marital, veteran status, or physically challenged condition.

- **Contract and Purchase Order**

The transfer pump room shall be delivered in a timely manner to Laguna Madre Water District, 105 Port Rd, Port Isabel TX 78578. A contract for the transfer pump room will be placed into effect by means of a purchase order issued by the Laguna Madre Water District after tabulation and final approval by the LMWD Board of Directors.

- **Laguna Madre Water District, Rights**

1. If only one or no bid is received by "submission date", the LMWD has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all bids and to make award as they may appear to be advantageous to the Laguna Madre Water District
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bid.
4. The right to extend the total bid beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (LMWD and vendor/contractor) and if bidder/vendor holds original bid prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the LMWD for LMWD's convenience.
6. In bid, stipulate whether an increase or decrease in services will affect bid price.

- **Corrections**

Any interpretation, correction, or change to the invitation to bid will be made by ADDENDUM. Changes or corrections will be issued by the Laguna Madre Water District, A/P & Procurement Agent. **Addenda will be emailed or faxed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Laguna Madre Water District prior to submitting a response to the invitation to bid to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to bid. Addenda may be posted on the LMWD website.

BID FORM

**One (1) Transfer Pump Station Building on existing slab in Laguna Vista, TX,
Water Plant No. 2, as shown in Drawings
Bid # WP-TPR-16-06-02**

This Bid is submitted to:

Laguna Madre Water District
105 Port Road
Port Isabel, Texas 78578

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form of a Purchase Order to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, and procedures of construction expressly required by the Bidding Documents.

- E. Based on the information and observations referred to in this paragraph, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to include and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Price shall be FOB Laguna Madre Water District, 105 Port Road, Port Isabel, TX 78578

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Transfer Pump Station Building on existing slab at Water Plant No. 2, Laguna Vista, TX, as shown in Drawings	1	Lump Sum		
	COMPLETION TIME		Weeks		

Total Amount (written in words): _____

The Purchase Order quantities are subject to LMWD's right to increase or decrease quantities as deemed necessary. Stipulate below, if an increase or decrease in quantity affects bid price:

(____) No, an increase or decrease in quantities will not affect bid price (

____) Yes, an increase or decrease in quantities will not affect bid price

Respectfully submitted,

By: _____
Signature **(Failure to sign will disqualify bid)**

Print Name/Title

Company Name

Address

City, State, Zip Code

Phone Number

Fax Number

Email Address

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

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?* on page 2 for further information.

GENERAL CONDITIONS

Protection against accident to employees and the public. The **Contractor** shall at all times exercise reasonable precautions for the safety of employees and others on or near the work shall comply with all applicable provisions of Federal, State and Municipal safety laws. All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention Construction” of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The **Contractor** shall provide such machinery guards, safe, ladders, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the contractor, acting as his discretion as an independent contractor.

Indemnification. The **Contractor** shall defend, indemnify and hold harmless the LMWD and its officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys’ fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss demand, suit judgment, cost or expense:

Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and,

Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whole acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the **Contractor** under this paragraph shall not extend to the liability of the **LMWD**, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, change order, designs or specifications, or the giving of or the failure to give directions or instructions by the **LMWD**, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

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

Workmen’s compensation claims, disability benefits and other similar employees benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverage;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverage’s; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

CERTIFICATE OF INSURANCE: Before commencing any of the work, **Contractor** shall file with the **LMWD** valid Certificates of Insurance acceptable to the **LMWD**. Such Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the **LMWD**.

Safety Provisions

Bidder shall provide barricades, flares, warning signs and/or flagmen so that danger and inconvenience to the public, and job site working personnel will be eliminated. In addition to any other requirements of the contract documents, the bidder shall be responsible for familiarity and compliance with all Federal (OSHA), State, and local safety rules laws and requirements and must be familiar with color code of chemical products to prevent accidents. Contractor must obtain a Confine Space Entry Permit from the District prior to commencing work.

Differing Site Conditions:

If, in the performance of the contract, subsurface, latent or concealed conditions at the site are found to be materially different from the information included in the bid documents, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherit in work of the character shown and specified, the LMWD shall be notified in writing of such conditions before proceeding with the work. If necessary, the solutions prompt changes to the Contract Amount and/or Time, the Contractor shall be adjusted under the changes clause.

Protection of Adjoining Property

The said contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of ground maintenance to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The contractor agrees to indemnify, save and hold harmless the LMWD against any claim or claims for damages due to injury to adjacent or adjoining property, arising or growing out of the performance of the contract, but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

Protecting Existing Structures and Facilities

Where excavation or demolishing endangers adjacent structures and utilities, the Contractor shall at his own expense carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to remove services, poles, guy wires, pipelines or other obstructions, the Contractors shall notify and cooperate with the utility LMWD. In case damage to an existing structure or utility occurs, whether failure or settlement, the Contractor shall restore the structure or utility to its original condition and position without compensation from the LMWD.

Inspection of Site

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The contractor, by execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the LMWD will be justified in rejecting any claim for extra time, or compensation or both based on facts regarding which contractor should have been on notice as a result thereof. Visits to the site shall be arranged by calling Victor Valdez at (956)943-2626 Ext. 120

Addenda and Interpretations

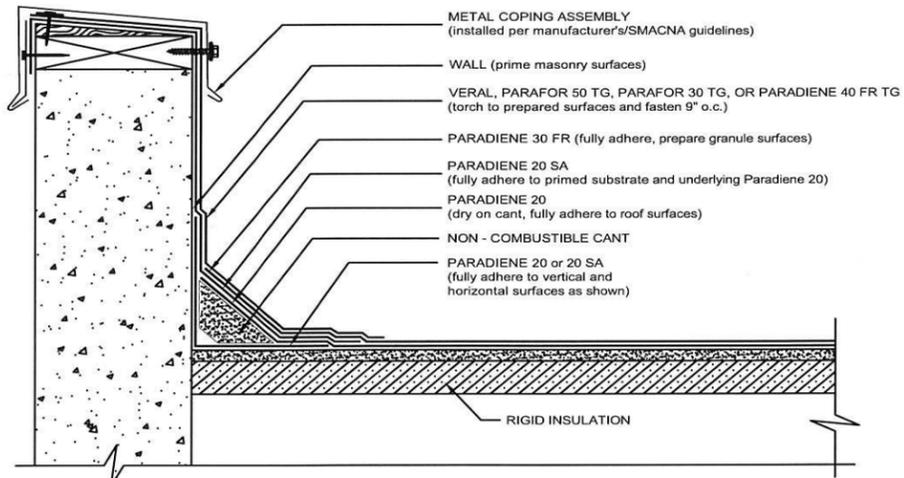
No oral interpretations by LMWD and its representatives shall be binding upon LMWD as to the meaning of the plans, specifications, or contract documents. Every request for such interpretation should be made in writing, addressed to the A/P & Procurement Agent of the Laguna Madre Water District 105 Port Road, Port Isabel, TX 78578 and must be received prior to the opening of bids in order to be considered. It will be the bidder's responsibility to inquire as to any addenda issued and failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Correction Period

If within one year after the date of Final Acceptance by Owner any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

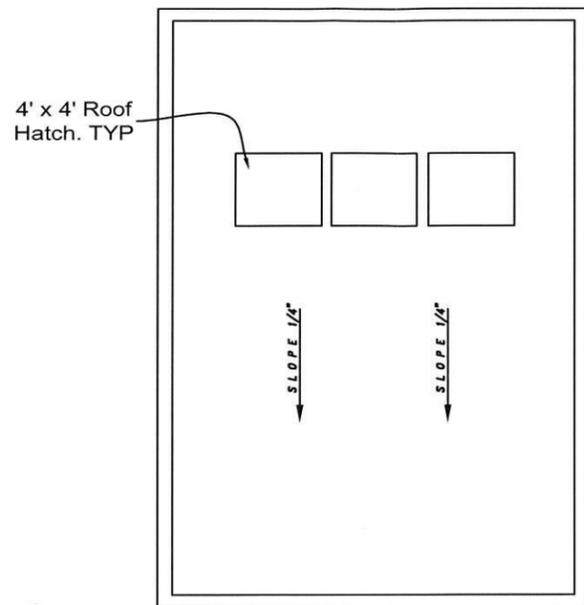
1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the effective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

Fernando Garcia
A/P & Procurement Agent
956-943-2626 Ext. 235/ fgarcia@lmwd.org
Laguna Madre Water District
105 Port Road
Port Isabel, TX 78578



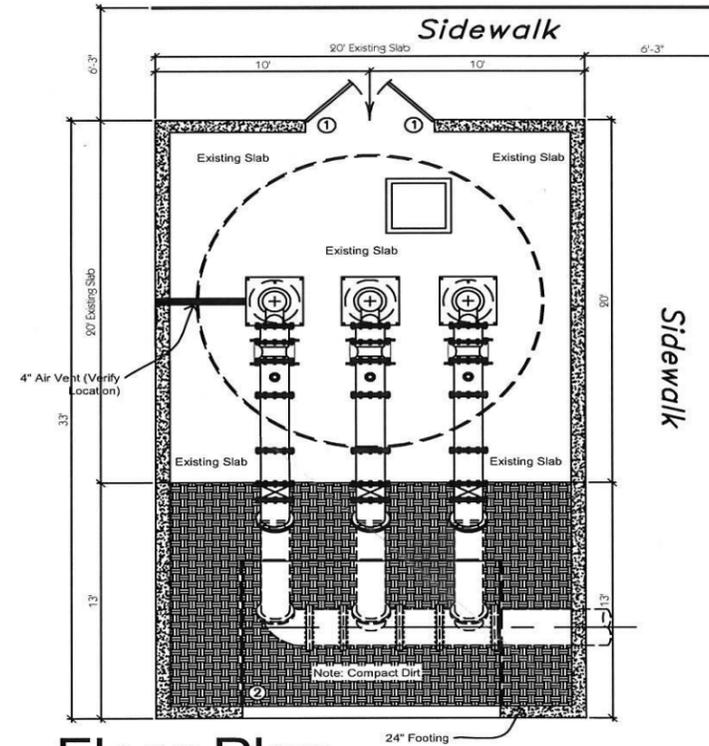
PARAPET DETAIL

SCALE: 3/4"=1'-0"



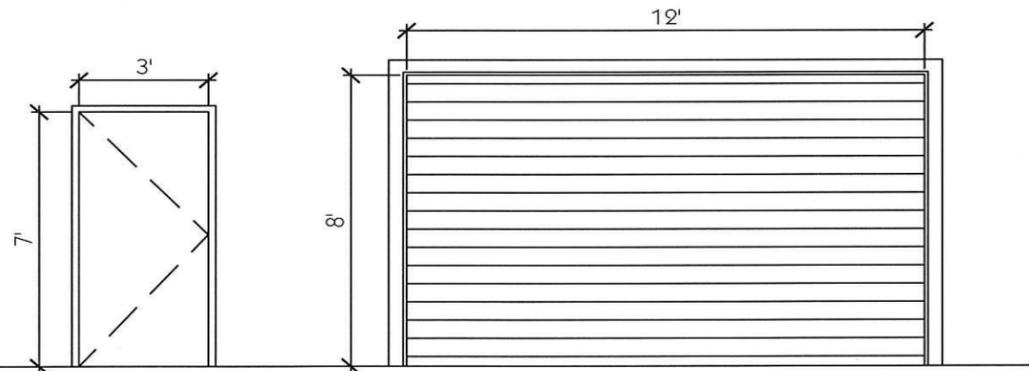
Roof Plan

Scale: 1/8"=1'-0"



Floor Plan

Scale: 1/8"=1'-0"



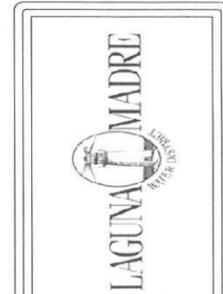
Door Type Elevations

Scale: 1/4"=1'-0"

DOOR SCHEDULE					
SYM.	DOOR			Description	Material
	W	H	T		
①	3'-0"	7'-0"	1-3/4"	SINGLE FLUSH	HOLLOW METAL
②	12'-0"	8'-0"	1-3/4"	OVERHEAD COILING INSULATED	HOLLOW METAL

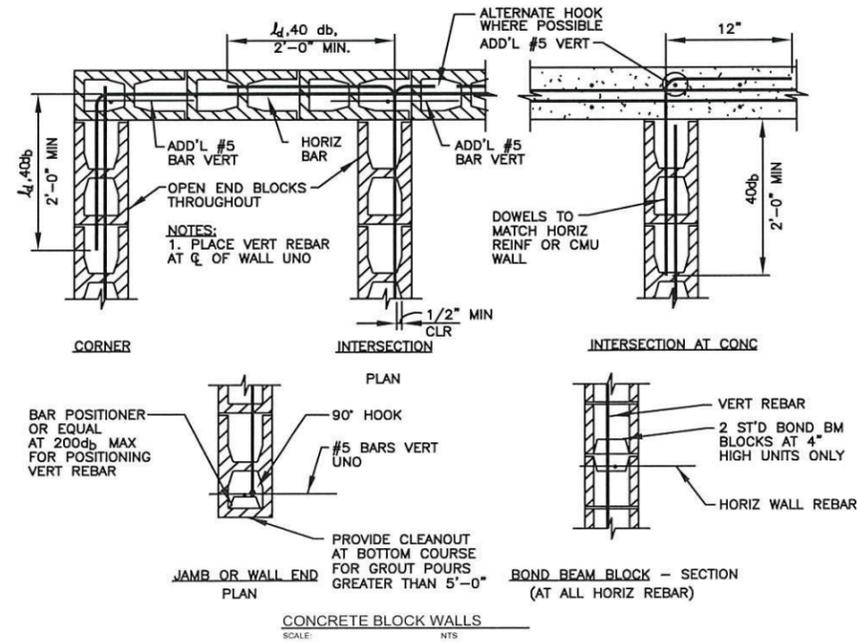
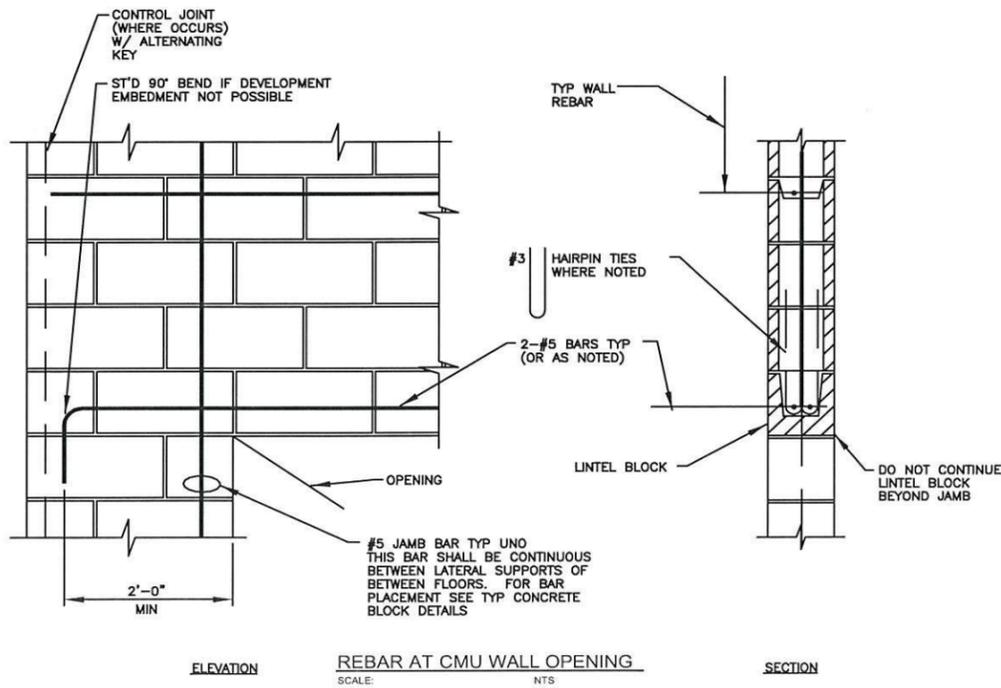
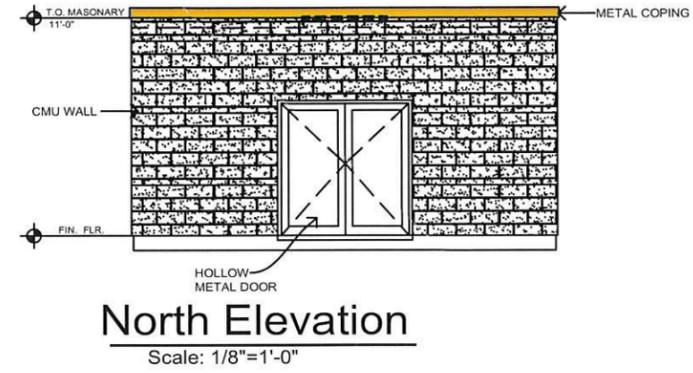
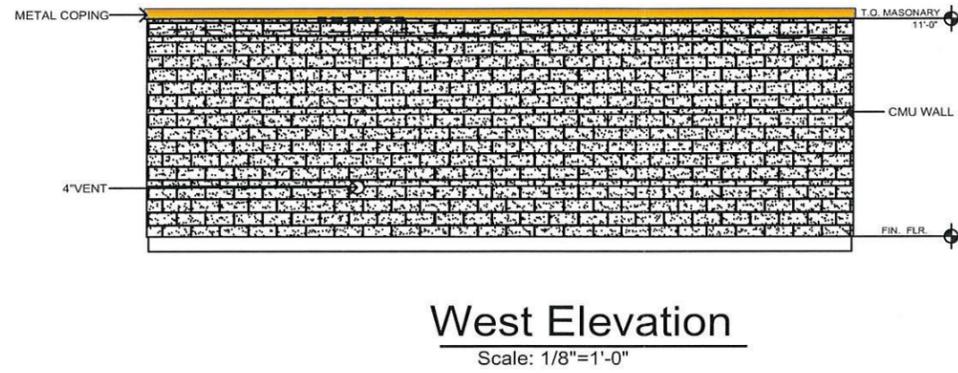
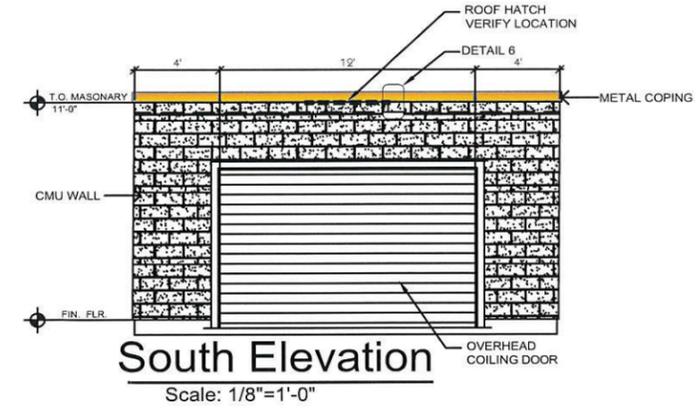
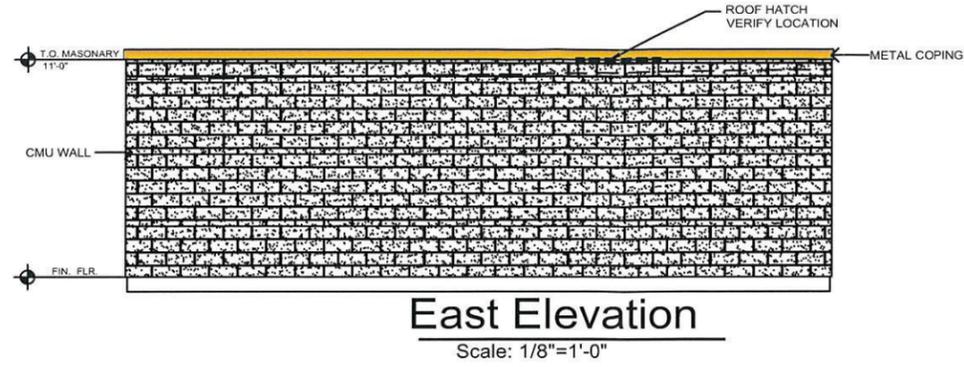
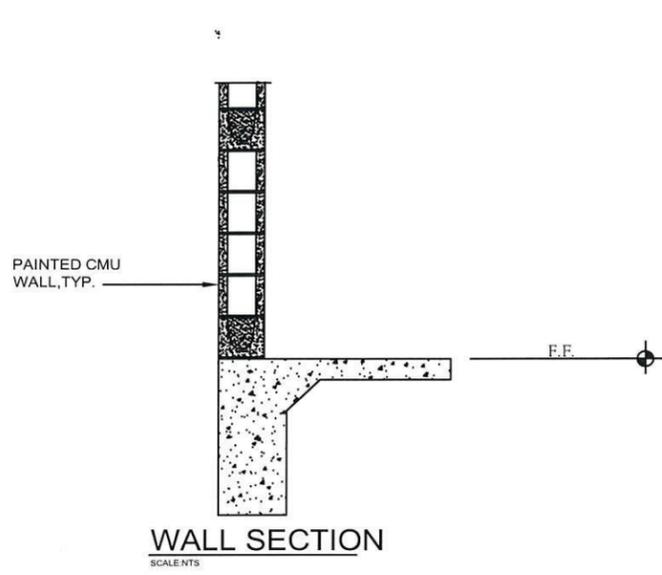
REVISIONS

LAGUNA VISTA, TEXAS
LAGUNA MADRE WATER DISTRICT
WATER PLANT No. 2 TRANSFER PUMP ROOM



SHEET NO.
1/2
DRAWN BY:
EA
CHECKED BY:

04/13/2016



REVISIONS

LAGUNA VISTA, TEXAS
LAGUNA MADRE WATER DISTRICT
WATER PLANT No. 2 TRANSFER PUMP ROOM

SHEET NO.
2/2
DRAWN BY:
EA
CHECKED BY:

04/13/2016