

INVITATION TO BID

RETURN BID TO:
YOLANDA PIERCE
GUADALUPE-BLANCO RIVER AUTHORITY
933 EAST COURT STREET
SEGUIN, TEXAS 78155

The enclosed INVITATION TO BID (“ITB”) and accompanying SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for GUADALUPE-BLANCO RIVER AUTHORITY (“GBRA”). GBRA’s procurement policy provides for open, fair, and competitive procurement practices with equal opportunity for all vendors. GBRA particularly encourages qualified Small, Minority, and Women owned businesses to submit proposals in response to the ITB.

Sealed bids shall be clearly labeled and received no later than:

10:00 AM, Tuesday, December 11, 2018

BID – Sludge Dewatering, Hauling, and Disposal Services for Western Canyon Water Treatment Facility located in Comal County, Texas (GBRA BID #0131)

Bidder shall sign and date the bid acknowledgment on the bid tabulation sheet. Bids which are not signed and dated may be rejected.

GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) appreciates your time and effort in preparing a bid. Please note that all bids **must be received at the designated location by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in the GBRA Operations offices located at 933 East Court Street, Seguin, Texas 78155. **You are invited to attend.**

GBRA is aware of the time and effort you expend in preparing and submitting bids. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for GBRA’s business.

Questions **must** be submitted via email to Yolanda Pierce at ypierce@gbra.org by 12:00 PM, Thursday, December 29, 2018. Responses will be sent to **all** plan holders via email. Any questions received after the deadline may or may not be answered.

**GUADALUPE-BLANCO RIVER AUTHORITY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT**

The GBRA will be receiving sealed bids for:

Water treatment plant sludge dewatering, hauling, and disposal services for the Western Canyon Water Treatment Facility located in Comal County, Texas

This ITB represents a contract which will commence on the date of the Notice to Proceed document and continue for a period of two years, with an option to continue upon GBRA approval for up to two 1-year extensions.

IT IS UNDERSTOOD that GBRA reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of GBRA.

BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

YOLANDA PIERCE
GUADALUPE-BLANCO RIVER AUTHORITY
933 EAST COURT STREET
SEGUIN, TX 78155

No later than 10:00 AM, Tuesday, December 11, 2018

**BID – Sludge Dewatering, Hauling, and
Disposal Services for Western Canyon
Water Treatment Facility located in
Comal County, Texas (GBRA BID #0131)**

**ALL BIDS MUST BE RECEIVED BY THE GUADALUPE-BLANCO RIVER AUTHORITY BEFORE
OPENING DATE AND TIME.**

FUNDING: Funds for payment will be provided through the Guadalupe-Blanco River Authority budget approved by the GBRA Board of Directors this fiscal year. This ITB has been approved by the GBRA Board of Directors.

LATE BIDS: Bids received by GBRA after the submission deadline will be considered void and unacceptable. GBRA is not responsible for lateness or non-delivery of mail, carrier, etc., and the time of receipt as noted by GBRA's representative shall be the official time.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of GBRA for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

BONDING: On all bids that exceed \$50,000, bidder shall furnish a bid bond. The bid bond shall not be less than 5% of the written sealed bid. However, in lieu of a bid bond, bidder may provide GBRA a certified or cashier's check in the same amount. The certified or cashier's check will be held by GBRA until a contract is successfully executed.

On all contracts that exceed \$25,000, bidder shall furnish a payment bond. The payment bond shall be in the amount of the contract. On all contracts that exceed \$100,000, bidder shall furnish a performance bond in the amount of the contract. The payment and performance bonds shall be issued by a surety company licensed to do business in the State of Texas.

SALES TAX: GBRA is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

BID AWARD: GBRA reserve the right to award bids on the lump sum or unit price basis, whichever is in the best interest of GBRA.

CONTRACT: This bid, when properly accepted by GBRA shall constitute a contract equally binding between the successful bidder and GBRA until the parties execute GBRA's standard service agreement. Upon execution, the service agreement shall contain all governing terms and conditions. Bidder shall ensure such agreement is fully executed before proceeding with any portion of the project bid hereunder. Said service agreement is enclosed herein.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by GBRA and endorsed by both the Bidder and GBRA.

DELIVERY: All delivery and freight charges (FOB GBRA designated location) are to be included in the bid price.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with the Texas Local Government, Chapter 171 and the Texas Government Code, Chapter 572.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, representative or agent of GBRA.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless specifically noted otherwise.

ADDENDA: Any interpretations, corrections or changes to this ITB, Specifications, or Instructions/Terms of Contract will be made by addenda. Sole issuing authority of addenda shall be vested in GBRA. Addenda will be delivered by mail, fax, or electronically to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of goods or service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility and prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

GBRA may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

Bidder shall be expected to have a minimum of three (3) years of water treatment plant sludge dewatering and disposal experience.

REFERENCES & COMPARABLE JOBS: Bidder is required to submit with this ITB a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, current working telephone number and name of representative. Bidder shall also submit a list of at least three (3) comparable projects including scope of work and other details that would assist GBRA in determining bidder's qualifications for the project bid hereunder.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless GBRA and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless GBRA from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against GBRA growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to GBRA, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires or is terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation.

TERMINATION FOR DEFAULT: GBRA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of GBRA in the event of breach or default of this contract. GBRA reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees;
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes GBRA to exercise any or all of the following rights:

1. GBRA may take possession of the assigned premises and any fees accrued or becoming due to date;
2. GBRA may take possession of all goods, fixtures and material of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, GBRA shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of GBRA within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that GBRA shall not be liable to prosecution for damages in the event that GBRA declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by GBRA shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect GBRA from claims involving infringements of patents and/or copyrights which may result from this bid award.

INVOICES shall show all information as stated above, shall be issued for each purchase order and shall be mailed directly to GBRA, 4775 South Cranes Mill Road, Canyon Lake, Texas 78132.

PAYMENT will be made upon receipt and acceptance by GBRA of a valid invoice, including documentation of quantities of liquid sludge processed and disposal manifests, in accordance with the State of Texas Prompt Payment Act, Chapter 2251 of the Texas, Government Code. Successful bidder(s) is required to pay subcontractors within ten (10) days.

WARRANTY: Successful bidder shall warrant that all services shall conform to the proposed specifications.

REMEDIES: The successful bidder and GBRA agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas without regards to its conflicts of law provisions. This agreement is performable in Comal County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of GBRA.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement. Requests for clarifications of any specifications or absence of specifications should be submitted in writing to GBRA.

INSURANCE POLICIES: The type and coverage amount of any insurance policy required by successful bidder shall be delineated in the accompanying specifications or contract and shall include worker's compensation insurance at levels required under the laws of the State of Texas. Each insurance policy to be furnished by successful bidder shall

include by endorsement to the policy, a statement that a notice shall be given to GBRA by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. Furthermore, any General Liability and any Automobile Liability insurance policy required by this bid will list GBRA as an “Additional Insured.”

ANY QUESTIONS must be submitted via email to Yolanda Pierce at ypierce@gbra.org by 12:00 PM, Thursday, November 29, 2018. Responses will be sent to **all** plan holders via email. Any questions received after the deadline may or may not be answered.



SPECIFICATIONS

SLUDGE DEWATERING, HAULING, AND DISPOSAL SERVICES FOR WESTERN CANYON WATER TREATMENT FACILITY LOCATED IN COMAL COUNTY, TEXAS (GBRA BID #0131)

1. DESCRIPTION

The GBRA is seeking services to dewater, haul, and dispose of water treatment plant sludge generated from the use of Aluminum Chloro-Hydrate at the GBRA-Western Canyon Water Treatment Facility, located at 4775 South Cranes Mill Road, Canyon Lake, Texas 78132.

2. SPECIFICATIONS

This specification covers the sludge dewatering, hauling, and disposal services for Western Canyon Water Treatment Facility located in, Comal County, Texas. The amount of liquid sludge to be dewatered is approximately 800,000 – 1,000,000 gallons if dewatered two times per year. GBRA prefers dewatering three or four times a year with less volume each time. Contractor shall dispose of the sludge at a TCEQ registered beneficial use land application site or a properly registered solid waste landfill.

Haulers and operators are required to have and follow local, state, and federal registrations/permits and requirements for the disposal of water treatment sludge in the State of Texas. *Texas Administrative Code, Title 30, Part 1, Chapter 312, Subchapter F, Rule §312.22*

Each vehicle that departs GBRA's treatment plant with sludge must include a waste manifest which shall include: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) GBRA's Purchase Order number if one was provided, and (d) descriptive information as quantity of dewatered sludge transported in cubic yards or metric tons, etc.

Bidders shall include a description of the methods they will be utilizing to haul off sludge (i.e. size of container, end dumps or rolloff containers etc.) and those methods used for dewatering (i.e belt press).

Contractor shall provide all equipment to dewater sludge and haul the dried sludge to a disposal site. Contractor will be responsible for increasing the belt press rinse water pressure to adequate amounts for press operations if needed, providing all hoses and connections required. Contractor shall use best management practices to prevent spillage of sludge, polymers, hydraulic fluids or other contaminants or waste materials onto the ground at the GBRA-Western Canyon Water Treatment Plant at any time during the term of the contract. Any spillage shall be immediately reported to GBRA. Contractor shall provide containment for the polymer.

Contractor shall be responsible for polymer injection set up/operation and proper polymer/sludge mixing.

The filtrate water should be clear and shall contain a maximum of 15% solids as measured in a 100 ml graduated cylinder and settled for two minutes.

Contractor shall allow room for tanker trucks to access the clean in place (CIP) chemical evaporation basins. These tanker trucks haul CIP liquid several times a week and will need access to the CIP basin.

GBRA will provide the dewatering polymer for the dewatering operation.

GBRA will provide the electrical power (480 volt-3 phase), rinse/wash water and drain station to pump filtrate back to the backwash basin.

GBRA will NOT provide any hoses, fittings or piping for this project.

Bidders shall provide a cost per gallon to dewater and haul the water treatment plant sludge. Such costs shall include any and all fees and charges associated with the service including without limitation fuel surcharge fees, environmental fees, overtime fees, mobilization/demobilization fees etc.

3. LIQUID SLUDGE MEASUREMENT

The Contractor shall provide an appropriate electronic meter to measure liquid sludge entering the belt press. Contractor shall provide GBRA a certificate of calibration for the meter prior to beginning dewatering operations. GBRA may install its own mag meter to verify sludge gallons. Contractor shall provide to GBRA on a daily basis, flow measurements (begin meter reading and final meter reading) and cubic yards of processed sludge hauled for the previous 24-hour period. Contractor shall not include polymer/water mixture in the calculation of sludge gallons.

4. SLUDGE TESTING

Contractor is responsible for all testing required by the disposal site. The price per gallon set forth by bidder herein shall include the cost of any testing required by the disposal site.

**GUADALUPE-BLANCO RIVER AUTHORITY
BID SHEET**

SLUDGE DEWATERING, HAULING, AND DISPOSAL SERVICES
FOR WESTERN CANYON WATER TREATMENT FACILITY
LOCATED IN COMAL COUNTY, TEXAS
(GBRA BID #0131)

This disposal work is described in the attached "Specifications Sludge Dewatering and Hauling Services" which must be completed as part of your bid. GBRA may choose to do some, all or none of the items in this Scope of Work.

Bidder: Company: _____
 Address: _____

 Telephone Number: _____
 Email Address: _____

Contract Period:

Contract period for this project will begin on the date of the Notice to Proceed document and will end 2 years after that date with up to two (2) 1-year extensions available at GBRA's option.

Bidder Exceptions to Specifications:

Bidder Checklist:

- Does Bidder have adequate financial resources to provide requested goods or services? Yes ___ No ___
- Does Bidder intend to comply with the required or proposed delivery schedule? Yes ___ NO ___
- Does Bidder have a satisfactory record of performance? Yes ___ No ___
- Does Bidder have a satisfactory record of integrity and ethics? Yes ___ No ___
- Is Bidder otherwise qualified and eligible to receive an award? Yes ___ No ___
- Has Bidder returned a copy of the bid tabulation sheet, bidding document and the General Requirements and Scope of Work? Yes ___ No ___

GBRA may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

Signature _____ Date: _____

Printed Name: _____

Title: _____

BID TABULATION SHEET

SLUDGE DEWATERING, HAULING, AND DISPOSAL SERVICES
 FOR WESTERN CANYON WATER TREATMENT FACILITY
 LOCATED IN COMAL COUNTY, TEXAS
 (GBRA BID #131)

Bid Item

Bid Total

Western Canyon Water Treatment Facility Unit cost per gallon \$ _____

BID ACKNOWLEDGMENT

By submitting this bid, bidder acknowledges receiving an ITB along with bid instructions, terms of contract and specifications for this purchase. Bidder shall consummate this bid by endorsing this Bid Tabulation Sheet and return it stapled to the Bid Sheet and the General Requirements and Scope of Work.

Signature: _____ Date: _____
 (Owner or Officer of Company)

Printed Name: _____

Title: _____

Company: _____

Phone No.: _____

Email: _____

ADDENDUM ACKNOWLEDGMENT

Addendum	Date Received
1	_____
2	_____
3	_____



Guadalupe Blanco River Authority
Service Agreement

This agreement (the "Agreement") entered into between Guadalupe Blanco River Authority ("GBRA"), a conservation and reclamation district in and of the State of Texas with its principal business office at 933 E. Court Street, Seguin, Texas 78155 and _____ with its principle place of business at _____, ("Contractor"), provides the terms and conditions under which Contractor agrees to complete _____ (the "Work").

1. Scope of Work.

Contractor agrees to perform the Work described herein for GBRA in accordance with the specifications and instructions attached hereto as Exhibit A. All matters not covered in sufficient detail shall be performed in a manner consistent with the highest standards prevailing for such type of work in the locality where the work is being performed.

Contractor shall provide at its own expense the necessary labor, bonds, permits, licenses, labor, tools, equipment, fuel, materials, machinery and transportation, together with all other items which may be necessary in the performance and completion of the Work, except such as may be specifically provided by GBRA.

2. Term and Termination.

This Agreement, as amended from time to time, shall be effective upon dual execution and shall continue for two (2) years. GBRA retains the right to extend the Agreement for two (2) additional terms of one (1) year each. GBRA may terminate this Agreement without cause upon thirty (30) days advance written notice to Contractor.

3. Price and Billing.

The total Agreement price is _____. If applicable, all direct non-labor expenses related to mileage, travel and lodging expenses for the Contractor or any subcontractor shall be limited, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2015, Article IX, Part 5, as amended or as superseded by a subsequent General Appropriations Act in effect at the time of the travel. Receipts, airline or public carrier tickets, or paid-stamped invoices will be required for transportation, lodging, meals and other travel expenses.

4. Tax Exempt Status.

GBRA is a tax-exempt governmental entity.

5. Independent Contractor & Third Party Beneficiary

In the performance of all Work hereunder, Contractor is an independent contractor and will not be construed to be an agent or employee of GBRA. Contractor shall be responsible for the supervision management, control and completion of the Work by its employees. GBRA retains the right to inspect the Work to ensure compliance with requirements set forth herein. The parties acknowledge that this Agreement is entered into for the express benefit of Contractor and GBRA and no other persons or entity is an intended third party beneficiary.

6. Bonding

On all contracts that exceed \$25,000, Contractor shall furnish a Payment Bond. The Payment Bond shall be in the amount of the contract. On all contracts that exceed \$100,000, Contractor shall furnish a Performance Bond in the

amount of the contract. The Payment, and Performance bonds shall be issued by a surety company licensed to do business in the State of Texas. Furthermore, the surety company must have maintained an AM Best Rating of at least A- during the two years previous to this Agreement.

7. Insurance & W-9.

The Contractor shall, at all times during the period in which this Agreement is effective, provide and maintain insurance in limits as set forth below with carriers approved by GBRA. Such insurance shall name the Contractor or sub-contractor as the “Named Insured”, as applicable. An original Certificate of Insurance must be provided to GBRA prior to the commencement of any Work under this Agreement. Failure by Contractor to provide such documentation prior to commencement may be deemed a material breach of the Agreement. Copies or faxes of Certificates of Insurance shall not be acceptable. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best rating of at least A- during the two years preceding this Agreement. Failure to maintain the insurance requirements set forth herein may result in termination of this Agreement at GBRA’s option. By requiring insurance herein, GBRA does not represent the coverage or limits will be adequate to protect Contractor or subcontractors, and Contractor shall not deem such coverage and limits as a limitation on Contractor’s indemnity obligations.

The Contractor shall not cause any insurance policy to be canceled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the GBRA, Attention: Director of Finance, 933 East Court Street, Seguin, Texas 78155, thirty (30) days prior to the date when such cancellation or reduction shall be effective.

a. Workers Compensation and Employer’s Liability:

Workers Compensation:	Statutory Limits
Employer’s Liability:	
Bodily Injury by Accident	\$ 1,000,000 Each Accident
Bodily Injury by Disease	\$ 1,000,000 Each Employee
Bodily Injury by Disease	\$ 1,000,000 Policy Limit

Required Endorsements:

Notice of Cancellation – as required by Section f below.

Waiver of Subrogation – as required by Section g below.

b. General Liability; Products - Completed Operations Coverage and Contractual Liability:

General Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Per Project Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Products – Comp/Op Aggregate:	\$ 1,000,000

Required Endorsements:

Additional Insured: Additional insured status shall be provided in favor of GBRA on ISO forms CG 20 10, CG 2026 or an equivalent approved by GBRA.

Primary and Non-Contributing Liability: It is the intent of the parties to this Contract that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to GBRA Parties, with GBRA Parties’ insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.

The General Aggregate Limit shall apply separately to each “Project” of the Named Insured.

Notice of Cancellation – as required by Section f below.

Waiver of Subrogation – as required by Section g below.

c. Umbrella Liability:

Umbrella Each Occurrence: \$ 1,000,000

Umbrella Aggregate: \$ 2,000,000

Required Endorsements:

Notice of Cancellation – as required by Section f below.

Waiver of Subrogation – as required by Section g below.

d. Automobile Liability: Owned, Hired, and Non-Owned Vehicles:

Combined Single Limit: \$ 500,000 Each Accident

Required Endorsements:

Notice of Cancellation – as required by Section f below.

Waiver of Subrogation – as required by Section g below.

e. Professional liability:

Professional Liability Limit: \$ 1,000,000 Per Claim/Annual Aggregate

f. Notice of Cancellation or Reduction by Endorsement in Coverage:

In the event of cancellation or reduction by endorsement in coverage or a non-renewal affecting GBRA, thirty (30) days prior written notice shall be given to the certificate holder.

g. Waiver of Subrogation:

Contractor hereby agrees to waive its rights of recovery from GBRA with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of GBRA on all insurance coverage carried by the Contractor, whether required or not (except Contractor’s professional liability insurance).

h. Evidence of Insurance:

Upon request, Contractor agrees to furnish to GBRA copies of Contractor’s policy including applicable certificates reflecting that the above-required insurance coverages are in full force and effect. Contractor also agrees to furnish certificates of insurance as further information about all coverages and endorsements required in this section. Such certificates of insurance, upon approval by the GBRA, shall be attached hereto as Exhibit B and shall be incorporated herein for all purposes.

By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to GBRA that all employees of the Contractor who will provide services in relation to the Work will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the Commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with the aforementioned Insurance requirements shall be a material breach by Contractor and GBRA retains the right to declare the Agreement void should Contractor fail to cure the breach within ten (10) days after receipt of notice of from GBRA.

Contractor, shall prior to commencement of work, provide GBRA with a Form W-9, Request for Taxpayer Identification Number and Certification. GBRA retains the right to withhold any payment due under this Agreement until such time as the aforementioned form has been received.

8. Assignment.

This Agreement shall not be transferred, assigned or subcontracted by Contractor without the prior written consent of GBRA.

9. Force Majeure.

The obligations of either party to perform under this Agreement will be excused during each period of delay caused by acts of God, war or terrorism, or by shortages of power or materials or government orders which are beyond the reasonable control of the party obligated to perform and prevents the party from being able to perform ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (a) promptly notify the other party in writing of such Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible.

10. Notices.

Notices hereunder shall be sent to GBRA and Contractor at the address set forth on the signature page herein. GBRA may provide certain notices by electronic format and such notices shall be considered as acknowledged and accepted by Contractor upon receipt. Oral communications may be permitted for certain notices unless excepted herein.

11. Indemnification.

Contractor agrees to indemnify, defend and hold GBRA and any and all of its Boards, officers, agents, representatives, employees, volunteers, and elected or appointed officials, free and harmless from and against any and all claims, demands, losses, expenses, damages, liabilities and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred by GBRA in defense of such claim arising in favor of governmental agencies or third parties, including employees of either party) on account of taxes, claims, debts, personal injuries, death or damages to property, arising directly or indirectly out of the Work performed by Contractor.

With respect to settlement of a claim, Contractor may not, without GBRA's written consent either (i) admit fault on the part of GBRA, or (ii) settle any such claim in any manner affecting GBRA's rights or obligating GBRA to act or not to take action including but not limited to obligating GBRA to pay money.

Contractor's indemnification obligation extends to claims in which both parties are determined by a court of competent jurisdiction to be at fault. In such circumstances, Contractor shall be liable for the portion of such claims attributable to its own fault.

12. Compliance with Law.

Contractor agrees to comply with all laws, orders, rules, regulations or permit requirements of any governmental body, including without limitation those pertaining to disposal of water treatment sludge in the State of Texas. Texas Administrative Code, Title 30, Part 1, Chapter 312, Subchapter F, Rule §312.22, Social Security, Medicare, safety, health, and unemployment compensation.

13. Safety.

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the site or who may be affected by the Work. Contractor shall train its employees in the safe work procedures for the tasks to be performed, and shall provide and require use of personal protective equipment for persons on or about the site. Contractor shall be responsible for obtaining all the information needed to inform Contractor's employees about the hazards that may be encountered while performing the Work.

14. Payment.

Payment conditions, conditions for the dispute of payment and remedies in the event of late payment shall be governed by Texas Government Code § 2251.001, et seq., relating to Payment for Goods and Services by state and local governmental entities.

15. Choice of Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of State of Texas without regard to its conflict of law provisions. Venue for any disputes related to this Agreement shall be in Guadalupe County, Seguin Texas. This Agreement has been executed and is performable in Comal County, Texas.

16. Certificate of Interested Parties.

Contractor acknowledges that for contracts needing board of director approval, GBRA may not accept or enter into a contract until they have received a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC") from Contractor, pursuant to Texas Government Code § 2252.908. Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the remainder of the parties hereto from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to GBRA.

17. Continuing Obligation.

The representations, warranties, and covenants contained in Sections 10, 11, and 14 shall be deemed to be material and continuing, shall not be merged and shall survive the termination of this Agreement.

18. Entire Agreement.

This Agreement, together with the exhibits, specifications and instructions attached herein, constitute the entire agreement between the parties, and shall supersede any and all prior understandings, agreements, or discussions among the parties with respect to the subject matter hereto. The Agreement terms may only be changed through a duly executed amendment. The section headings in this Agreement are for convenience of the parties in identifications of the several provisions and shall not constitute a part of the Agreement not be considered interpretive thereof. Failure of GBRA to exercise any option, right or privilege hereunder, or to demand compliance as to any obligation or covenant of Contractor shall not constitute a waiver of any such right, privilege or option, or of the strict performance hereof unless waiver is expressly required in such event, or is evidence by properly executed instrument.

[REMAINDER LEFT INTENTIONALLY BLANK]

EXECUTED this _____, 20_____.

APPROVED AS TO FORM:

Tom Bohl, General Counsel

GBRA

BY: _____
Kevin Patteson, General Manager/CEO
933 E. Court St.
Seguin, Texas 78155

CONTRACTOR

BY: _____

(Title)

ADDRESS: _____

PHONE NUMBER: _____