

EQUIPMENT PURCHASE: 30' BOOM MOWER

COASTAL WATER AUTHORITY

PROJECT NUMBER – 2024-LPS EQUIP-1

Invitation to Bid

October 18, 2024



Prepared By:

Coastal Water Authority
1801 Main Street, Suite 800
Houston, Texas, 77002
(713) 800-5264

SECTION 00010

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COASTAL WATER AUTHORITY INVITATION TO BID

The Coastal Water Authority (herein also referred to as “CWA” or the “Authority”) invites qualified contractors or parties (each “Bidder” or collectively “Bidders”) to bid on:

EQUIPMENT PURCHASE 30’ BOOM MOWER

Bid Method:

Sealed bids will be received in duplicate by the Coastal Water Authority at 1801 Main Street, Suite 800, Houston, TX 77002, until **10:00 AM local time, November 1, 2024** which will be the Bid Opening time.

Bid Opening:

Bids will be opened in public by the Executive Director of the Coastal Water Authority or his designated representative at the time, date and place stated above (the “Bid Opening”). Bidders, interested parties, and the general public are allowed but not required to attend the Bid Opening. At the Bid Opening, the Bidder’s name and amount of each bid will be read aloud and recorded. No decisions relating to the award of the Contract will be made at the Bid Opening.

The Authority reserves the right to reject, in whole or in part, any or all bids, or to accept any bid, in whole or in part, or any combination of bids it deems most advantageous to the Authority and that will, in the judgment of the Authority, result in the best and most economical completion of the Authority’s work, such bid coming from a responsible Bidder. The Authority also reserves the right to waive any technicalities or formalities in bids or the Bid Documents in the best interest of the Authority.

Official Bid Form:

To be considered for award please submit two (2) copies (one (1) original and one (1) photocopy) of all pages comprising the Official Bid Form which is attached hereto, including the signature page. The signature page must be signed by a company official authorized to bind the company. If awarded the Contract, such signature will bind Bidder to the Contract, without any further action by Bidder. Bidder must also provide two (2) copies of any other information submitted, including without limitation, technical literature and brochures.

Notwithstanding anything to the contrary herein, submission or attachment of Bidder’s “quotation forms” or the like, containing alternative terms and/or conditions, may result in the bid being deemed non-responsive.

Submission of bids containing equipment not detailed in the Technical Specifications shall result in the bid being deemed non-responsive.

Contact:

Should you have any questions or comments regarding the Bid Documents, contact:

Jonathon Jung
Coastal Water Authority
1801 Main St., Suite 800
Houston, Texas 77002
(832) 571-7045
jjung@coastalwaterauthority.org

Any revisions to be incorporated into the Bid Documents arising before, during, or subsequent to the pre-bid conference will be confirmed in writing, by addendum, prior to the Bid Opening. No verbal responses or statements will alter any specifications, terms or conditions stated herein.

Bid Documents:

The Bid Documents are comprised of:

1. Introductory Information
2. Bidding Requirements
3. Contracting Requirements
4. Technical Specifications
5. Any addenda

Copies of the bidding documents may be obtained from www.coastalwaterauthority.org or www.civcast.com : search “Coastal Water Authority – 72’ Front Mower”.

End of Document

Instructions to Bidders

1.0 GENERAL, BIDDING and AWARD:

- 1.1 Competitive Bidding. It is the intent of the Coastal Water Authority (herein also referred to as “CWA” or the “Authority”), through a competitive bidding process, to solicit a bid(s) that will, in the Authority’s judgment, be most advantageous to the Authority and will result in the best and most economical completion of the Authority’s work, such bid coming from a responsible Bidder. All equipment and/or materials shall be new unless otherwise specified. Each Bidder, by making a bid, represents that the Bidder has read and understood the Bid Documents and has bid in accordance therewith.
- 1.2 Bid Opening. Bids will be opened in public by the Executive Director of the Authority, or his designated representative, at the stated time, date and place specified in the Invitation to Bid. The sealed bid envelope must be marked as “**BOOM MOWER**” Bidders, interested parties, and the general public are allowed but not required to attend the Bid Opening. At the Bid Opening, the Bidder’s name and amount of each bid will be read aloud and recorded. No decisions relating to the award of the Contract will be made at the Bid Opening.
- 1.3 Award. The Authority may accept a bid offer by issuance of a Notice of Award and/or Purchase Order any time on or before the 90th day following the day of the Bid Opening. Each Bid Package (as defined in Section 1.1) shall for 90 days after Bid Opening constitute an irrevocable offer by Bidder, but such period may be extended by written agreement of the Authority and Bidder.
- 1.4 Qualifications. In addition to more specific requirements that may be stated in the (Technical Specifications) the successful Bidder shall present satisfactory evidence, if requested by the Authority, that Bidder has regularly engaged in the manufacture, selling, or furnishing of supplies, equipment and/or services as proposed in the Bid Documents and has the capital, labor, equipment, suppliers, and materials to fulfill the requirements of the Bid Documents.
- The Authority may make such investigations as it deems necessary to determine the capability of the Bidder to perform. The Bidder shall furnish to the Authority all such information, reference, and data for the purpose as the Authority may request.
- 1.5 Right to Accept, Reject, and Waive Formalities. The Authority reserves the right to reject, in whole or in part, any or all bids, or to accept any bid, in whole or in part, or any combination of bids it deems most advantageous to the Authority and that will, in the judgment of the Authority, result in the best and most economical completion of the Authority’s work. The Authority also reserves the right to waive any technicalities or formalities in bids or the Bid Documents in the best interest of the Authority.
- 1.6 Quoted Prices Firm. Any prices quoted shall remain firm throughout the Contract and shall

not be subject to any increase (or supplemented on Bidder's invoice(s) for payment).

1.7 Quantity Adjustments; Line Item Award. The Authority reserves the right to adjust the quantities listed on the Official Bid Form upward or downward, subject to the availability of funds, and/or make award by line item. Bidder accepts the risk that the Authority may adjust any such quantity or make award by line item and the Authority shall not be liable for any obligations that Bidder undertakes toward any third party based on Bidder's expectation that the Authority will purchase any particular quantity.

1.8 Technical Literature. If the Bidder is bidding the exact item or service specified, technical literature is not required but may be provided with the Official Bid Form and any other materials submitted (collectively, the "Bid Package"). However, the Authority may request product literature, specification sheets, or particular submittals to assist in evaluating the bid.

If the Bidder does not bid the exact item or service but instead bids an "equivalent," then along with the Official Bid Form, the Authority requires the submission of technical literature or specifications sheets. The burden of proof shall rest with the Bidder to prove that the proposed items(s) are equivalent to the performance, materials, processes, or items specified. Determination as to whether the item(s) bid is/are equivalent to those specified shall rest solely with the Authority. The Authority reserves the right to request additional literature or clarifications, as needed, after the Bid Package is submitted. Such literature or clarifications shall be submitted in duplicate. Failure of Bidder to submit the requested literature or clarifications within three (3) business days of the Authority's request may be grounds for rejection of Bidder's bid.

Upon delivery of the item or service, the successful Bidder will submit to CWA, owner's manuals, parts manuals, etc. identified in the Technical Specifications and as otherwise required by the Bid Documents.

2.0 TAXES:

2.1 The Authority is exempt from payment of Texas sales, excise, and use taxes under the Texas Tax Code Section 151.309 and is a duly constituted political subdivision of the State of Texas. Unless the Official Bid Form or Instructions to Bidders specifically indicate otherwise, the Total Bid Amount must be exclusive of taxes and will be so construed.

3.0 BID DOCUMENTS:

3.1 The Bid Documents consist of: "Introductory Information," "Bidding Requirements," "Contracting Requirements," and "Technical Specifications."

4.0 CONFLICT IN TERMS:

4.1 In the event of any conflict in or between any Bid Documents, the terms and provisions incorporated in the Technical Specifications and drawings (if any) shall control over the

terms and provisions of the Instructions to Bidders and the General Terms and Conditions; provided, however, to the maximum extent possible all terms and provisions of the Bid Documents shall be construed as supplementing, and not conflicting with each other.

End of Document

**SECTION 00220
Request for Information**

Project: _____

To: Jonathon Jung

1801 Main Street Suite 800

Houston, Texas 77002

Phone 713-800-6256

Email jjung@coastalwaterauthority.org

(Type of Print question legibly)

This request relates to _____ and/or _____

Drawing No.

Specification Section

Attachments to this Request: _____

Signature

Date

(Type or Print Name)

Type or Print Company Name

COASTAL WATER AUTHORITY

OFFICIAL BID FORM

FORMAL ONE-TIME BID

EQUIPMENT PURCHASE – 30’ BOOM MOWER

TO: David Miller, P.E., Operations Manager,
 Coastal Water Authority,
 1801 Main Street, Suite 800,
 Houston, TX 77002

CONTRACT PERIOD: _____ Calendar Days A.R.O. (After Receipt of Order) Maximum 30
Calendar Days

Item No.	Item Description	Make/Model	Unit	Qty	Unit Price	Total
1	Furnish and deliver (1) new 24’-25’ Front Mower per CWA’s Technical Specifications.	ENERGREEN IFA ALPHA	Each	1	\$ _____	\$ _____
TOTAL BID AMOUNT			\$ _____			

Bidder Company Name: _____

The undersigned (“Bidder”) hereby offers to furnish and deliver the goods and/or services as specified for the Total Bid Amount and upon the terms herein stated and in accordance with the Invitation to Bid, Instructions to Bidders, Technical Specifications and General Terms & Conditions, all of which are incorporated by reference and made a part of this offer.

Equipment specified by brand name, trade name, or manufacturer, only products of those named manufacturers are acceptable. The contractor shall not be allowed to supply equal or alternative equipment.

Bidder understands that CWA may accept the bid offer by issuance of a Notice of Award or a Purchase Order signed by CWA to the successful Bidder at any time on or before the ninetieth (90th) day after the day of the Bid Opening. Bidder’s offer shall be irrevocable by Bidder for ninety (90) days after the Bid Opening, but this period may be extended by written agreement of CWA and Bidder.

Bidder certifies that the only person or parties interested in this proposal as principals are those named herein. Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action to restrain the competitiveness of the bidding for the award of the Contract.

NOTE: BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED. BID SECURITY DESCRIBED ABOVE MUST BE ATTACHED TO THE BID.

Respectfully Submitted:

Bidder: _____

(Print or type name of Bidder-Full Company Name)

Employer Identification Number: _____

By: _____

(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P.O. Box)

City-State-Zip Code

City and State of principal place of business
(if different from above)

Telephone: (____) _____

E-Mail: _____

COASTAL WATER AUTHORITY

CWA STANDARD TERMS AND CONDITIONS

These CWA Standard Terms and Conditions (these “Terms and Conditions”) are referenced in purchase orders issued by the Coastal Water Authority (“CWA”) for the purchase of various goods and services. These Terms and Conditions are hereby incorporated by reference into each purchase order that references them, as if set out fully therein. The “Purchase Order” as used in these Terms and Conditions means the purchase order issued by CWA which incorporates by reference these Terms and Conditions, together with any specifications, attachments, exhibits and other documents incorporated by reference in the Purchase Order and these Terms and Conditions.

1. Definitions.

The Bidder who is awarded the Purchase Order shall be hereinafter referred to as “Seller.” “Goods” means the goods and/or services described in and to be furnished under the Purchase Order.

2. Contract Formation and Conflicting Terms.

The Purchase Order, upon issuance by CWA, constitutes a binding contract between CWA and Seller on the terms and conditions of the Purchase Order and these Terms and Conditions. The Purchase Order is hereby expressly limited to its terms and these Terms and Conditions. Any additional, inconsistent or conflicting terms proposed by Seller are rejected unless expressly assented to in writing by CWA. If the Purchase Order is made in response to an offer or counteroffer by the Seller, CWA does not accept the Seller’s offer or counteroffer unless the Seller assents to any and all terms in the Purchase Order that are in addition to or different from the Seller’s offer or counteroffer. No agreement or understanding to modify or rescind the Purchase Order or these Terms and Conditions shall be binding upon CWA unless in writing and signed by CWA.

3. Invoices, Liens, Offset and Withholding.

Invoices shall be mailed to:

Coastal Water Authority
ATTN: Accounts Payable
1801 Main St. Suite 800
Houston, TX 77002

To the maximum extent allowed by law, Seller agrees to release, defend, indemnify, and hold harmless CWA from and against any and all laborers’, materialmen’s, mechanic’s or other liens arising from, alleged to arise from, or in any way associated with Seller’s performance or nonperformance under the Purchase Order. Seller waives all rights of lien against the Goods and against CWA’s premises, facilities, equipment and other property. Any sums due Seller under the Purchase Order may be applied by CWA as a set off against any sums owed by Seller to CWA, or against any claims of third parties against CWA arising from Seller’s performance, whether under

this or any other purchase order or other document. Further, CWA shall have the right to withhold from any payment due Seller an amount to protect CWA from any actual or expected loss arising from: (i) any failure by Seller to provide Goods in accordance with the requirements of the Purchase Order; (ii) any failure by Seller to timely deliver Goods; or (iii) any failure by Seller to honor any aspect of these Terms and Conditions, including without limitation any indemnity obligation of these Terms and Conditions.

4. Termination for Convenience of CWA.

CWA has the right to terminate for CWA's convenience at any time all or any part of the Purchase Order or Seller's right to provide Goods in connection with the Purchase Order. In the event of such termination for convenience, Seller shall immediately stop all work hereunder, and shall immediately terminate all related supplier and subcontractor contracts. In the event of such a termination, CWA shall be responsible to compensate Seller only for that portion of the Purchase Order price as the work satisfactorily performed to the date of the termination bears to the entire work contracted for, less any amounts theretofore paid to Seller. Upon CWA's instructions, Seller will identify for the benefit of CWA and preserve and protect the Goods, work in progress, supplier data, and completed work, both in Seller's own and in its suppliers' facilities. If the Goods have been paid for in whole or in part, then CWA has the immediate right to enter Seller's or any of its supplier's premises to take possession of and remove the Goods and all drawings, records, materials and equipment to be incorporated into the Goods. Seller shall not be paid for any work performed or obligations Seller incurs after receipt of the notice of termination, nor shall Seller be paid for any costs or other obligations incurred by any of Seller's suppliers or subcontractors which Seller could reasonably have avoided.

5. Termination for Cause.

CWA may terminate for cause all or any part of the Purchase Order or Seller's right to provide Goods in connection with the Purchase Order in the event of any default by Seller. Without limiting the generality of the foregoing, Seller's (a) failure to comply with any of the terms or conditions of the Purchase Order; (b) late delivery of Goods; (c) delivery of Goods which are defective or which do not conform to the requirements of the Purchase Order; (d) bankruptcy, reorganization, receivership, insolvency, or making an assignment for the benefit of creditors; and (e) failure to provide CWA, upon request, with adequate assurances of future performance, shall each be a default entitling CWA to terminate the Purchase Order for cause. Upon such a termination, Seller will be liable to and will immediately reimburse CWA for all costs, losses and damages of any nature resulting from Seller's default.

6. Warranty and Warranty Remedies.

Seller warrants to CWA that the Goods furnished under the Purchase Order, whether manufactured, fabricated, or otherwise produced or provided by Seller or others, will:

- (a) meet or exceed the descriptions, data, drawings, plans, specifications, performance criteria, and samples if any, and other requirements referred to in the Purchase Order;
- (b) conform with all applicable laws, ordinances, codes and regulations, including without limitation, not infringing any intellectual property right of another; and
- (c) be free from defects in materials, performance, operation, and workmanship.

All work on the Goods or otherwise in the performance of the Purchase Order will be performed in a good and skilled manner and will be of first-class quality and workmanship in every respect.

If required by CWA, Seller will supply satisfactory evidence of the origin, composition, manufacture, kind and quality of the Goods or components or materials thereof. Seller will apply for and submit all documents necessary to effect the above warranties.

Inspection, test, acceptance or use of the Goods furnished hereunder, regardless of the location of any such inspection, test, acceptance or use, shall not affect the Seller's obligations under the above warranties, and such warranties shall survive any such inspection, test, acceptance and use. Seller's warranties shall run to CWA and its successors and assigns. Seller shall correct or replace the Goods without cost to CWA if it is discovered that during the last to expire of (i) one (1) year after the Goods are placed in service by CWA, (ii) twenty-four (24) months after date of acceptance of the Goods by CWA or (iii) any longer period of time required by the Technical Specifications or provided pursuant to Seller's standard or extended warranties for the Goods, any Goods that do or did not conform to the above warranties. If Seller fails to correct defects in or replace nonconforming Goods promptly, CWA, after notice to Seller, may make such corrections or replace such Goods and charge Seller for all costs incurred by CWA in doing so, without voiding the above warranties and without CWA waiving any other rights or remedies it may have under the Purchase Order or applicable law. Seller also recognizes that CWA's operation, maintenance or other requirements may necessitate immediate repairs or reworking of defective Goods, without prior notice to the Seller. In such event, upon written notice to Seller, Seller shall reimburse CWA for all costs incurred by CWA in doing so, without voiding the above warranties and without CWA waiving any other rights or remedies it may have under the Purchase Order or applicable law.

For the avoidance of doubt, the period(s) during which Seller is obligated to correct or repair Goods does not limit the time by which CWA may institute any legal or equitable proceeding against Seller for any failure to fulfill Seller's obligations under the Purchase Order and all remedies afforded CWA pursuant to this Section 6 shall be cumulative of all other remedies available to CWA under the Purchase Order and applicable law.

7. NO DAMAGES FOR DELAY.

Notwithstanding anything in the Purchase Order to the contrary, Seller shall receive no financial compensation for any delay, interference or hindrance by CWA or its consultants to the performance of the Purchase Order. In no event shall CWA be liable to the Seller, or any subcontractor of any tier, or supplier, or any other person, or any surety for, or any employee or agent of any of them, for any damages arising out of or associated with any such delay, interference or hindrance, regardless of the source of the delay, interference or hindrance, including events of Force Majeure, AND EVEN IF SUCH DELAY, INTERFERENCE OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE, BREACH OF CONTRACT, VIOLATION OF STATUTE OR OTHER FAULT OF ANY INDEMNITEE (as defined in Section 9 below). Seller's sole remedy in any such case shall be an extension of time. For the purposes of this paragraph, the term "Force Majeure" means fire, flood, act of God, earthquakes, epidemic, war, riot, civil disturbance, sabotage, terrorism or judicial restraint, but only to the extent such event (i) is beyond the control of and cannot be reasonably anticipated by or the effects alleviated by the Seller and (ii) prevents the performance of the Purchase Order. Events not specifically listed herein shall not constitute events of Force Majeure. By way of example only, weather which is not abnormal, even if such weather could not be reasonably anticipated and even if such weather prevents the delivery of the Goods, shall not be an event of Force Majeure.

If Seller's delay due to an event of Force Majeure exceeds thirty (30) days from the original delivery date, CWA may cancel the Purchase Order without any liability other than for payment of work performed for and delivered to CWA prior to such event of Force Majeure. If Seller's production is only partially restricted or delayed, it shall use its best efforts to accommodate CWA's requirements, including giving the Purchase Order preference and priority over those of other customers which were placed after the Purchase Order.

8. Intellectual Property Indemnification.

Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any claim, demand, suit, or proceeding which may be brought against any Indemnitee (as defined in Section 9 below) for alleged or actual infringement of any patent, copyright, trade secret, or other intellectual property right, as well as for any alleged or actual unfair competition resulting from similarity in design, trademark or appearance of Goods furnished hereunder, and Seller further agrees to defend and indemnify the Indemnitees against any and all Losses (as defined in Section 9 below) resulting from any such claim, demand, suit or proceeding, including any settlement resulting therefrom. If any Goods or intellectual property furnished or used in connection with the Purchase Order is adjudicated as infringing or its use enjoined, Seller shall, at its own expense, secure for CWA the right to continue using it or replace it with a non-infringing equivalent.

9. INDEMNIFICATION AND RELEASE BY SELLER.

To the maximum extent allowed by law, Seller shall defend, indemnify and hold harmless CWA, its board, directors, officers, elected and appointed officials, employees and agents, and the City of Houston and its officers, elected and appointed officials, employees and agents (collectively, the "Indemnitees"), from and against any and all claims, demands, suits, causes of action, losses, damages, settlements, liabilities, costs, expenses, fines, and judgments (including, without limitation, reasonable and necessary court costs, experts' fees and attorney's fees) (collectively, "Losses"), whether arising in equity, at common law, or by statute, including without limitation the Texas Deceptive Trade Practices Act (as amended) or similar statute of other jurisdictions, or under the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) or property, of every kind or character (including, without limitation, claims for property damage, personal injury (including without limitation emotional distress), and economic loss), arising in favor of or brought by any of the Seller's employees, agents, subcontractors, suppliers or representatives, or by any governmental agency or any other third party, based upon, in connection with, relating to or arising out of Seller's failure to supply Goods that comply with the requirements of the Purchase Order, or the Seller's actions or inactions under the Purchase Order, including without limitation any failure to pay taxes or failure to comply with any applicable law, and EVEN IF ANY SUCH LOSSES ARE DUE IN PART TO ANY INDEMNITEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT, WHETHER INDEMNITEE IS IMMUNE FROM SUIT OR LIABILITY OR NOT.

The foregoing indemnification obligation shall apply regardless of the amount of insurance coverage held by Seller, including without limitation any such coverage under any worker's compensation act, disability act, or other act or law which would limit the amount or type of

damages, compensation, or benefits payable by or for Seller, and shall not be limited by any insurance carried or provided by Seller in relation to the Purchase Order or otherwise.

Seller shall and does hereby waive all causes of action it has for, and releases and forever discharges the Indemnitees from, Losses for injuries (including death) to any person or damage to or destruction of any property sustained or alleged to have been sustained in connection with or arising out of or incidental to the Purchase Order.

Other provisions in the Purchase Order containing indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided above such that all indemnities provided in the Purchase Order shall be construed to grant indemnity to the Indemnitees to the fullest and broadest extent possible.

10. Changes in Goods.

Seller will make no change, substitution, or revision in or to the Goods. CWA has the right to make changes in the character or quantity of the Goods, or in the manner or time of performance of the Purchase Order. Notice of such change will be in writing and signed by a duly authorized representative of CWA. If Seller is unable to comply with the change, then Seller will notify CWA in writing, within five (5) days of receipt of such notice, otherwise such change will be deemed accepted. An equitable adjustment in the price and time of performance will be made by CWA and Seller in writing if any change by CWA results in a demonstrated decrease or increase in Seller's cost or time of performance; however, no claim by Seller for an adjustment in the price or in the time of performance resulting from any change required by CWA will be considered unless presented to CWA in writing within ten (10) days after Seller receives the notice of change from CWA. CWA shall not be responsible for costs incurred by Seller related to or arising from unauthorized changes.

11. Inspection and Acceptance.

Seller will have the obligation and CWA will have the right to inspect the Goods in process of manufacture, in storage, in transit, and upon delivery. Seller will provide CWA reasonable access to Seller's premises and any premises of Seller's suppliers or subcontractors, so that CWA may perform any such inspection of the Goods. CWA will be supplied by Seller, upon request or as needed, with data, drawings, specifications, test results, quality documentation, schedules and other documents and information in accordance with the documentation requirements included in the Purchase Order. CWA's inspection, waiving of inspection, review, approval, or acceptance of the Goods or provision or acceptance of any information, drawings or data under the Purchase Order will not relieve or discharge Seller, either expressly or by implication, of Seller's responsibilities and obligations under the Purchase Order.

Payment for the Goods delivered hereunder shall not constitute acceptance thereof. The Goods will conform strictly to the description, data, drawings, plans, specifications, performance criteria, and samples if any, and other requirements of the Purchase Order. CWA shall have the right to reject any or all Goods that are, in CWA's reasonable judgment, defective or nonconforming. Goods rejected and Goods supplied in excess of quantities specified by CWA may be returned to Seller at Seller's expense and in addition to CWA's other rights. CWA may charge Seller all expenses of unpacking, examining, repacking and reshipping defective, non-conforming or excess Goods. Nothing contained in the Purchase Order shall in any way relieve Seller from the obligation of providing all testing, inspection and quality control necessary to ensure that Seller meets the requirements of the Purchase Order.

12. Shipment; Passage of Title.

Seller is responsible for properly and carefully packing and shipping the Goods, at its expense, FOB ("Free on Board") to the destination set forth in the Purchase Order (the "Destination"), unless otherwise specified in the Purchase Order. Seller will comply with any documentary requirements as provided for in the Purchase Order. Unless otherwise specified in the Purchase Order, title to the Goods (and in the event that the Goods are made to order, then title to all material, inventory and work in progress, design data, other documentation, and all contractual rights thereto) will vest in CWA immediately upon the earlier of (i) delivery of the Goods to CWA at the Destination or (ii) payment for the Goods by CWA. Seller warrants that upon passage of title, CWA shall have good title, free and clear from any and all liens, restrictions, reservations, security interests and other encumbrances. Notwithstanding vesting of title and any other provision in the Purchase Order to the contrary, Seller will bear the risk of loss and damage to the Goods and will insure or self-insure for the benefit of Seller and CWA the Goods in its care, custody and control, including material supplied to Seller for incorporation into, or work in conjunction with, the Goods, until the same are delivered to the Destination and accepted by CWA. If, in order to comply with CWA's required delivery date, it becomes necessary for Seller to ship by a more expensive method than specified in the Purchase Order, any increased shipment costs resulting therefrom shall be at Seller's sole expense.

13. Delivery.

TIME IS OF THE ESSENCE TO THE PURCHASE ORDER. SELLER'S FAILURE TO MEET THE DELIVERY DATE(S) WITHOUT CWA'S PRIOR WRITTEN CONSENT TO A LATER DELIVERY DATE OR DATES CONSTITUTES A MATERIAL BREACH OF CONTRACT AND A MATERIAL DEFAULT UNDER THE PURCHASE ORDER. If delivery or rendering of Goods is not completed by the time promised, CWA reserves the right, without liability and in addition to its other rights and remedies, to terminate the Purchase Order for cause pursuant to Section 5 above.

14. Limitation on CWA's Liability.

To the maximum extent allowed by law, in no event shall CWA be liable for anticipated profits or for any incidental, indirect, exemplary or consequential damages of Seller. CWA's liability for any damages arising out of, connected with or resulting from the Purchase Order or from the performance or breach hereof shall in no case exceed the portion of the Purchase Order price unpaid by CWA for the Goods or units thereof which give rise to any such liability, AND EVEN IF ANY OF SUCH DAMAGES ARISE OUT OF OR RESULT FROM CWA'S SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

15. Waiver.

CWA's failure to insist on performance of any of the terms or conditions of the Purchase Order shall not preclude CWA from thereafter insisting upon, or relieve Seller from its responsibilities to strictly comply with, each and every requirement of the Purchase Order.

Further, no waiver by CWA of any requirement of the Purchase Order shall be effective unless such waiver is expressly set forth in a writing signed by CWA.

16. Tax Exempt Status of CWA.

Pursuant to Section 151.309 of the Texas Tax Code, CWA is exempt from Texas sales, excise, and use tax. CWA will not be responsible for paying any such taxes associated with the Purchase Order and Seller will have no right to invoice CWA or to be paid by CWA for any such taxes.

17. Assignments and Subcontracting.

Seller shall not in whole or in part assign, delegate, subcontract or otherwise transfer the Purchase Order or any of Seller's rights or obligations under the Purchase Order, including without limitation any right to payment, without the prior written consent of CWA.

18. Governing Law

The Purchase Order and any disputes arising out of or related to it shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

19. Submission to Jurisdiction, Waiver of Right to Remove and Venue

Seller hereby agrees that the Purchase Order is performable in whole or in part in Harris County, Texas, and hereby submits to the jurisdiction of the state courts within such county, and agrees that such jurisdiction shall be exclusive with respect to any legal or equitable proceeding filed by Seller. Further, Seller hereby expressly, clearly and unequivocally agrees that CWA has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with the Purchase Order shall be heard; and, having so agreed, Seller hereby irrevocably waives its right to remove any such proceeding to any federal court should CWA choose to bring any proceeding in any state court of Harris County, Texas. Furthermore, to the fullest extent permitted by law, Seller hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to or connected with the Purchase Order in any state court residing in Harris County, Texas. Finally, Seller hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Harris County, Texas, has been brought in an inconvenient forum.

20. Severability.

The invalidity, illegality, or unenforceability of any provision of the Purchase Order, or the occurrence of any event rendering any portion or provision of the Purchase Order void shall in no way affect the validity or enforceability of any other portion or provision of the Purchase Order. Any invalid, illegal, unenforceable or void provision shall be deemed severed from the Purchase Order and the balance of the Purchase Order shall be construed and enforced as if the Purchase Order did not contain the particular portion or provision held to be invalid, illegal, unenforceable or void. CWA and Seller further agree to reform the Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section 20 shall not prevent the entire Purchase Order from being void should a provision which is the essence of the Purchase Order be determined to be invalid, illegal, unenforceable or void.

21. Notices.

Notices under the Purchase Order shall be considered received on the date of actual receipt unless sent by certified mail, then upon the earlier of (a) actual receipt or (b) five (5) business days after deposit of such notice in the U.S. mail. Notices under the Purchase Order directed to CWA should be addressed to:

Coastal Water Authority
ATTN: Purchasing Agent
11801 Main St. Suite 800
Houston, Texas 77002
Phone: (832) 571-7045
Email: jjung@coastalwaterauthority.org

Notices directed to Seller shall be addressed to the street address, phone number, or facsimile number listed on the Purchase Order.

22. Headings

Headings are for convenience of reference only and shall not affect the interpretation of any provision.

23. Entire Agreement.

The Purchase Order constitutes the entire agreement between CWA and Seller and supersedes all prior and contemporaneous conditions, agreements, communications or representations, whether oral or written, relating to the subject matter hereof.

[End of Terms and Conditions]

SECTION 00910
ADDENDUM NO. _____

Date of Addendum: _____

PROJECT NAME: _____

PROJECT NO: _____

BID DATE: _____ (There is no change to the Bid Date.)

FROM: _____, P.E., CWA Engineer

Houston, Texas 77002

TO: Prospective Bidders

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

CHANGE IN BID DATE

The Bid Date for this Project has been changed from _____ to _____.
(Date) (Date)

The bid date for this project has been indefinitely postponed.

1. CHANGES TO PREVIOUS ADDENDA

a. ADDENDUM NO. _____

2. CHANGES TO PROJECT MANUAL

- a. BIDDING REQUIREMENTS
- b. CONTRACT FORMS
- c. CONDITIONS OF THE CONTRACT
- d. SPECIFICATIONS

3. CHANGES TO DRAWINGS

4. CLARIFICATIONS

END OF ADDENDUM NO. _____

DATED: _____

«ADName»
«Title»
«Department»

END OF DOCUMENT

COASTAL WATER AUTHORITY COMPLIANCE FORM:			
BOOM MOWER			
Make	ENERGREEN	YES/NO	EXCEPTIONS
Model	ILF ALPHA		
ONE NEW 2024 / 2025 MODEL			
TRADE IN EQUIPMENT		YES/NO	EXCEPTIONS
2005 John Deer 6320 Tractor(<i>Serial # L06320D454716</i>) equipped with a Diamond 20' Boom Mower (<i>Serial # 7330</i>) / HOURS:			
ENGINE		YES/NO	EXCEPTIONS
1. MIN 4 CYLINDER DIESEL TURBO CHARGED JOHN DEER ENGINE 450 CU"			
2. MIN 173 HP ENGINE & 2200 RPM			
3. COMMON RAIL INJECTION			
4. FUEL TANK MIN CAPACITY 45 GALLON WITH METAL TANK SKID GUARD			
5. MIN DEF TANK CAPACITY 3.0 GALLONS			
6. SAFETY STARTING SWITCH			
7. HAND AND FOOT ACCELERATOR			
TRANSMISSION		YES/NO	EXCEPTIONS
1. HYDROSTATIC			
2. TRACTION 4 X 4			
3. SPEED 0 – 24 MPH			
4. MANUAL GEAR BOX FORWARD AND REVERSE			
5. STEERING AXELS FRONT AND REAR FOUR WHEEL STEER			
6. BRAKES 8 DISK			
TIRES		YES/NO	EXCEPTIONS
1. MICHELIN XF 18 R 22.5			
HYDRAULIC		YES/NO	EXCEPTIONS
1. TRANSLATION PUMP PISTON			
2. OIL FLOW 42 GAL/MIN			
3. OIL PRESSURE 4200 PSI			
4. FIVE INDEPENDENT HYDRAULIC CONTROL SYSTEMS			
OPERATOR CAB		YES/NO	EXCEPTIONS
1. FACTORY INSTALLED CAB / HEATER / AIR CONDITION / FRONT REAR WIPER / AM/FM RADIO / AIR RIDE SEAT / RECLINING / HEIGHT / WEIGHT / FORE AND AFT / ARM REST /RETRACTABLE SEAT BELT			
2. FRONT HEAD LIGHTS / FRONT & REAR WORKING LIGHTS / TAIL LIGHTS / SAFETY FLASHERS			
3. TILT AND TELESCOPIC STEERING WHEEL			
4. OPERATOR CAB LEXAN WINDOWS OR MOUNTABLE CLEAR WINDOW GUARD FOR MOWER ATTACHMENT			
5. JOYSTICK CONTROL FOR BOOM MOWER ATTACHMENT			
6. CAB MUST ROTATE 90 DEGREES			

ELECTRICAL	YES/NO	EXCEPTIONS
1. MIN 200 AMP ALTERNATOR		
2. MIN 800 CCA BATTERY		
3. 12 VDC SYSTEM		
INSTRUMENTATION	YES/NO	EXCEPTIONS
1. WARNING LIGHTS FOR ALTERNATOR, OIL PRESSURE, ENGINE, TRANSMISSION, FUEL		
2. GAUGES FOR FUEL / DEF / ENGINE TEMP / TACHOMETER / HOUR METER		
3. COMMAND CENTER VITAL CONTROLS CODE ACCESS MONITOR SCREEN		
WEIGHT	YES/NO	EXCEPTIONS
1. MIN 30,100 LBS		
BOOM MOWER	YES/NO	EXCEPTIONS
1. 50" CUTTING HEAD 3 BLADE ROTARY CUT		
2. SWIVEL HEAD DESIGN		
3. EXTENDABLE BOOM ARM MIN 30'		
4. JOYSTIC OPERATOR BOOM MOWER CONTROL		
5. REAR CRADLE COMPLETE		
6. OPERATOR CAB MUST INCLUDE SAFETY WINDOWS FOR OPERATOR PROTECTION EITHER LEXAN / MOUNTABLE CLEAR WINDOW SHIELDS / CAGE		
WARRANTY	YES/NO	EXCEPTIONS
1.5 YEAR 5000 HOUR WARRANTY ON COMPLETE MACHINE. INCLUDE DRIVE TIME FOR FIELD SERVICE WARRANTY REPAIRS IN HARRIS COUNTY OR ONE OF ITS ADJACENT COUNTY'S.		
MOWER AND TRACTOR LITERATURE	YES/NO	EXCEPTIONS
1. SERVICE MANUAL BOOK		
2. PARTS MANUAL BOOK		
3. REPAIR MANUAL BOOK		
4. TECHNICAL MANUAL		
5. USB JUMP DRIVE WITH MANUAL LISTED ABOVE 1-4 LOADED		
SERVICEABILITY	YES/NO	EXCEPTIONS
1. MANUFACTURES SHALL HAVE AN AUTHORIZED LOCATION FOR WARRANTY, PARTS AND SERVICE LOCATED IN HARRIS COUNTY OR ONE OF ITS SEVEN ADJACENT COUNTIES		