



SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

GROUND LINE TREATMENT

AND

INSPECTION OF WOOD POLES

B 062-22

Bid Due: August 17, 2022 at 5:00 PM
Bid Opening: August 18, 2022 at 11:00 AM

TABLE OF CONTENTS

LEGAL NOTICE AND INVITATION TO BID.....	3 – 4
INSTRUCTIONS TO BIDDERS	5 – 20
SPECIFICATIONS	21 – 28
APPENDIX 1	29 – 30
BID SCHEDULE.....	31 – 32
BID BOND	33 – 34
PAYMENT BOND	35 – 37
PERFORMANCE BOND.....	38 - 40
CONTRACTOR’S PRE-BID DISCLOSURE STATEMENT	41 – 44
SUB-CONTRACTOR’S PRE-BID DISCLOSURE STATEMENT.	45 - 48
NOTICE OF AWARD.....	49
ACCEPTANCE OF NOTICE.....	50
CONTRACT	51 – 60
REQUIRED FORMS	ATTACHMENTS

LEGAL NOTICE

AND

INVITATION TO BID B #062-22

Sealed bids will be received by Brownsville Public Utilities Board of the City of Brownsville, Texas ("BPUB"), at the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas until **5:00 PM, August 17, 2022**, for the project described in the Contract Documents, and specifications entitled:

GROUND LINE TREATMENT AND INSPECTION OF WOOD POLES

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on August 18, 2022 at 11:00 AM. Bidders can request a copy of the bid tabulation by emailing hlopez@brownsville-pub.com or srodriguez@brownsville-pub.com. Vendors can call in at 11:00 AM, August 18, 2022 to (956) 214-6020 to listen to the bid opening.

Detailed specifications may be obtained at Brownsville Public Utilities Board website at https://www.brownsville-pub.com/rfp_status/open/.

Each bid shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"GROUND LINE TREATMENT AND INSPECTION OF WOOD POLES, AUGUST 17, 2022 AT 5:00 PM"**. This envelope shall be addressed to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, TX 78575.

Each bid shall constitute an offer to the Board, as outlined therein, and shall be irrevocable for at least ninety (90) days after the time announced for the opening thereof.

Each bid shall be accompanied by a Certified or Cashier's check payable to the order of the Brownsville Public Utilities Board, for a sum not less than five (5%) percent of the total amount bid.

In lieu of a check, a bid bond may be submitted in an amount not less than five (5%) percent of the total amount bid with a Corporate Surety licensed to do business in the State of Texas, conditioned that the BIDDER will pay the Brownsville PUB, as mutually agreed to liquidated damages, and not as a penalty, the amount specified in the bond unless he enters into a contract in accordance with his bid. If the successful bidder fails to execute the contract and to furnish satisfactory Performance and Payment Bonds and Insurance Certificates within 10 days from the date on which he is notified that his bid has been accepted, the amount of his check or bid bond shall be forfeited to the Brownsville Public Utilities Board as mutually agreed to liquidated damages, and not as a penalty.

The Brownsville Public Utilities Board will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bid to Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **No bid will be accepted via facsimile or electronic transmission.**

The Brownsville Public Utilities Board 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 that is deemed to be in the best interest of the Board.

Diane Solitaire
Purchasing Department
(956) 983-6366

INSTRUCTIONS TO BIDDERS
Please submit this page upon receipt

Acknowledgement Form
B062-22 Ground Line Treatment and Inspection of Wood Poles

For any clarifications, please contact Hugo Lopez at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 or (956) 983-6364 or via e-mail: hlopez@brownsville-pub.com

Please mail or 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: hlopez@brownsville-pub.com or dsolitaire@brownsville-pub.com**. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE PLEASE FAX THIS PAGE TO NUMBER LISTED ABOVE

Special Instructions

Contract Information

- **Interpretation**

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

Hugo E. Lopez, Purchasing Administrator
(956) 983-6375

- **Tentative Time Line**

1. August 1, 2022 through August 17, 2022- Vendors work on bid.
2. August 17, 2022 at 5:00 PM - **Vendor must submit sealed bid, in duplicate, in an envelope to:**

Diane Solitaire, Purchasing
1155 FM 511
Olmito, Texas 78575

Bid #062-22 Ground Line Treatment & Inspection of Wood Poles

Due **August 17, 2022 at 5:00 PM**

*Failure to provide the above noted information on bid envelope will disqualify bid. **The Brownsville Public Utilities Board will not be held responsible for missing, lost or late mail.** Brownsville Public Utilities Board will not accept electronic transmission or facsimile of sealed bids.*

3. August 12, 2022 – Last day to Submit Questions
4. August 18, 2022 - Open bids at 11:00 AM
5. August 19-26, 2022 - Evaluate bids
5. August 29, 2022 – Provide Final Recommendation
6. September 12, 2022 - Send to Utilities Board for approval

- **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 shall govern. **Price shall remain in effect for one year from issuance of purchase order.**

All fields (UNIT PRICE, TOTAL PRICE, & EST DELIVERY IN DAY) in the specifications pages must be filled. The data must be complete to identify the bidding brand.

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

- **Vendor Representative**

The successful vendor agrees to send a personal representative with binding authority for the company to the Brownsville Public Utilities Board upon request to make adjustments and/or assist with coordination of all transactions as needed.

- **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**

1. Compliance with requirements of the technical specifications
2. Price
3. Quality of performance on previous work on similar contracts
4. Time of completion of projects
5. BPUB evaluation of any identified and significant joint ventures, subcontractors and suppliers
6. Safety record will be considered when determining the responsibility of the bidder

Prospective Bidders are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Bidders and Pre-Bid Disclosure Statement. When BPUB evaluates the Bids, it reviews indices regarding the prospective contractors' responsibility to perform the project based upon prior job performances for BPUB and other public owners. Additionally, BPUB carefully reviews the prospective contractors' responsiveness to the BPUB Bid Advertisement. Bidders should thoroughly check their submittal for completeness prior to responding to BPUB.

Do not imbalance your Bid line items to overload portions of the work. Remember to answer all written questions in the Pre-Bid Disclosure Statement and then notarize it when signing. Bidders are often required to submit OSHA 300 Logs from prior job performance records as well.

BPUB can, has, and will reject Bids that fail the responsibility and/or responsiveness standards so as to protect the integrity of the bidding process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

- **Vendor ACH (Direct Deposit) Services**

The BPUB has implemented a payment service for vendors by depositing the payment directly to the vendor's bank account. Successful vendor(s) will be required to receive payments directly through Automated Clearing House (ACH) in lieu of a paper check. **The awarded vendor must agree to receive payments via ACH (Direct Deposit).**

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, 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 or W8 form must be included with bid response.** Attached are sample forms.

- **Taxes**

The Brownsville Public Utilities Board 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 or any awards. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

Failure to 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, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.

- **Living Wage Statement**

On April 16, 2007, the BPUB Board of Directors approved a local "living wage" policy that requires all Contractors and Subcontractors performing 100% Non-Federally funded Work for the BPUB to pay a minimum wage rate of \$8.00/hour. The BPUB requires that all Contractors and Subcontractors comply with this policy.

- **Term of Contract**

The initial term of this contract will be for one (1) year from the date of award. Brownsville PUB may, unilaterally, extend the contract with the option to renew for two (2) additional one (1) year periods if price and services are satisfactory and agreed upon in writing by both parties.

- **Contract and Purchase Order**

The Ground Line Treatment and Inspection of Wood Poles shall be performed FOB Brownsville Public Utilities Board at various locations, to be determined throughout the year, in and near the City of Brownsville, Texas. A contract for the services will be placed into effect on date of contract signing followed by a purchase order issued by the Brownsville Public Utilities Board after tabulation and final approval by the Board.

- **Brownsville Public Utilities Board Rights**

1. If only one or no bid is received by "submission date", the BPUB 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 awards as they may appear to be advantageous to the Brownsville Public Utilities Board. The bidder must indicate "all or none" in the bid if the above-stated condition is not acceptable.
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bidding.
4. The right to extend the total bid quote beyond the original 90-day period prior to an award if agreed upon in writing by both parties and if low bid holds 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 BPUB for BPUB's convenience.
6. In bid, stipulate whether the increase or decrease will affect bid price. The bid prices will remain firm for twelve (12) months from date of Purchase Order, unless otherwise stipulated.
7. Brownsville PUB has the right to increase or decrease services or number of crews.
8. The Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

Any interpretation, correction, or change of the invitation to bid will be made by ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department. **Addenda will be emailed 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 Brownsville PUB 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 Brownsville PUB's website.

1. RECEIPT AND OPENING OF BIDS:

The Brownsville Public Utilities Board, City of Brownsville, Texas (hereinafter called OWNER), invites bids on the form attached hereto, all blanks of which must be appropriately filled in, in ink, for Project entitled **“Ground Line Treatment and Inspection of Wood Poles”**.

The OWNER may consider informal and non-responsive, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn by vendor/contractor prior to the above scheduled time for the opening of bids or OWNER authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No BIDDER may withdraw a bid within at least ninety (90) days after the actual date of the opening thereof.

2. INSPECTION OF SITE:

Each BIDDER shall visit the Project 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 facility involved, the difficulties and restrictions attending the performance of the Contract. The BIDDER shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor, by the 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 Project site and acquaint himself with the conditions there existing and the OWNER 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 of such a diligent Project site visitation. **Visits to the Project site shall be arranged by calling Brian Garza with the BPUB Electrical Engineering Department at telephone no. (956) 983-6203.**

3. PREPARATION OF BID AND USE OF SEPARATE BID FORMS:

These Contract Documents include a complete set of bidding documents. The BIDDER shall copy all Documents listed in the table of contents under the heading BIDDING DOCUMENTS and shall submit two sets (original signed and one signed photocopy) of his bid on these forms. A bid shall be comprised of the BIDDING DOCUMENTS completed by the BIDDER plus supplemental information required by the Specifications and Contract Documents.

If any of the information submitted as part of the bid is considered to be proprietary by the BIDDER, he shall conspicuously identify such intended confidential information in his bid. BPUB is subject to the provisions of the Texas Public Information Act and cannot legally guarantee confidentiality of submittals and may need to consult with its legal counsel and the Texas Attorney General in rendering decisions on any requested disclosures.

- a) Preparation. Each bid shall be carefully prepared using the bid and bid data forms included as a part of the bidding documents. Entries on the bid and bid data forms shall be typed, using dark black ribbon, or legibly written in black ink. All prices

shall be stated in written words and numeric figures, except where the forms provide for figures only. In case of discrepancy, especially in any sum total extensions, the amount shown in written words will generally prevail over numeric unit prices.

The BIDDER shall acknowledge, in the space provided in the bid form, receipt of each Addendum issued for the Specifications and Documents during the bidding period.

The BIDDER shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe work, materials and equipment covered by the bid, and shall attach such supplemental information to the copies of the specifications and documents submitted.

- b) Signatures. Each BIDDER shall sign the bid with his usual signature and shall give his full business address. The BIDDER's name stated on the bid shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of the partners shall be included with the bid.

Bids by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the "president," "secretary," or other appropriate person authorized to bind the corporation.

A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation, without disclosing his principal, will be rejected. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Bidding corporations shall designate the state in which they are incorporated and the address of their principal office.

- c) Submittal. The original signed bid (and its accompanying photocopy) shall be transmitted to arrive at the designated BPUB address not later than the date and time stipulated in the Legal Notice and Invitation to Bid.

Submit the original signed bid (and its accompanying photocopy) to:

Brownsville Public Utilities Board of the
City of Brownsville, Texas
1155 FM 511
Olmito, Texas 78575

Attention: Ms. Diane Solitaire

Purchasing Department

Each bid must be submitted in duplicate as stated above (original signature and photocopy), in a sealed envelope bearing on the outside the name of the BIDDER, his address, and the name of the Project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid itself must be enclosed in another mailing envelope addressed as specified in the bid form.

4. METHOD OF BIDDING: UNIT PRICE AND LUMP SUM.

Prices shall be firm, not subject to qualification, condition or adjustment. Prices shall be in United States dollars. Prices shall be lump sum, except where unit prices are requested by the bid forms. When unit price items are required by the bid, the unit prices for each of the several items in the bid of each BIDDER shall include its pro-rata share of overhead, so that the sum of the products obtained by multiplying the quantity shown for each item, by the unit price bid, represents the total bid. Any bid not conforming to that requirement may be rejected as informal and non-responsive. The special attention of all BIDDERS is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work pursuant to public competitive bidding statutes (i.e., difference in cost) shall not cumulatively increase or decrease the original Contract price by more than twenty-five (25%) percent. A proposed decrease only that exceeds twenty-five (25%) percent of the original Contract price must be agreed to in advance by the Contractor.

5. DISCLOSURE BY BIDDER:

Each BIDDER shall submit with the bid documents, on the form furnished for that purpose, his Pre-Bid Disclosure Statement showing his experience record in performing the type of work embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the OWNER, a detailed financial statement. The OWNER shall have the right to take such steps as it deems necessary, including telephonic contact to other owner references, to determine the ability and responsibility of the BIDDER to perform his obligations under the Contract and the BIDDER shall be responsive in furnishing the OWNER all such information and data for this purpose as it may request. OWNER reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the OWNER that the BIDDER is responsible to properly carry out the terms of the Contract. This shall also apply to any proposed subcontractor(s).

6. SUBCONTRACTS:

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER, and that a Pre-Bid Disclosure Statement for each proposed subcontractor must also be submitted with the bid documents.

7. BID SECURITY:

Each bid must be accompanied by a certified or cashier's check, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the BIDDER as principal, and having as surety therein a surety company approved by the OWNER, and authorized to do business in the State of Texas, in the amount of not less than five (5%) percent of the total bid amount, but not less than \$2,500.00. Such checks, or bid bonds will be returned to all except the three lowest BIDDERS within fifteen (15) days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the OWNER and the accepted successful BIDDER have executed the Contract or if no award has been made, within Ninety (90) calendar days after the date of the opening of bids. The bid security will be returned upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. ADDENDA AND INTERPRETATIONS:

No oral interpretations by OWNER and its representatives shall be binding upon OWNER as to the meaning of the Plans, Specifications, Contract Documents, or other pre-bid documents.

Any interpretation, correction, or change of the bid documents will be made by ADDENDUM only. Changes or corrections will only be issued by the Brownsville PUB Purchasing Department. Addenda will be 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/contractors to determine whether all Addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB Purchasing Department prior to submitting a response to the 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 bid. All Addenda so issued shall become part of the Contract Documents.

9. FACSIMILE MODIFICATION:

Any BIDDER may modify (not originally submit) his bid by facsimile communication at any time prior to the scheduled bid closing time for receipt of bids, provided such communication is received by the OWNER, in the BPUB Purchasing Department, prior to the bid closing time, and provided further, the OWNER is satisfied that a written confirmation of the facsimile modification, over the original signature of the BIDDER, was also mailed prior to the bid closing time. The facsimile communication should not reveal the total bid price, but only should provide the clarification, addition or subtraction, or other modification, so that the final bid prices or terms intended will not be known by the OWNER, until the original sealed bid is opened and the modification computed by OWNER.

Revised bids submitted before the opening of bids, whether forwarded by mail or facsimile, if representing an increase in excess of two percent (2%) of the original bid submittal, must have the bid security (bid bond or check) adjusted accordingly; otherwise the bid will not be considered responsive.

If the written and originally signed confirmation of a bid revision is not received within three (3) calendar days after the bid closing time, no consideration will be given to any proposed adjustment contained in the facsimile modification.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the advertised hour of opening will be securely kept sealed by BPUB. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the public reading of all other bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the BIDDER was not responsible, such bid will be received and considered.

BIDDERS are cautioned that, while facsimile modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection for non-responsiveness.

11. OPENING OF BIDS:

At the time and place fixed for the public opening of bids, the OWNER will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. BIDDERS and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written, facsimile or electronic transmission request dispatched by the BIDDER in time for delivery in the normal course of business prior to the time fixed for bid opening; provided, that written confirmation of any facsimile withdrawal over the signature of the BIDDER is placed in the mail and postmarked prior to the time set for bid opening. The bid security of any BIDDER withdrawing the bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS:

The Contract will be awarded to the responsive and responsible BIDDER submitting the lowest bid complying with the conditions of the Legal Notice and Invitation for Bids. The BIDDER to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all bids and to waive any informality in bids received, whenever such rejection or waiver is in BPUB's interest.

The OWNER reserves the right to consider as not responsible, any BIDDER who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this proposed Contract. This provision is meant to prevent wholesale assignment and "brokering" of awarded contracts.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND:

Subsequent to the Notice of Award and within ten (10) calendar days after the prescribed forms are presented for signature, the successful BIDDER shall execute and deliver to the OWNER an Agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful BIDDER shall, within the period specified in the preceding paragraph, furnish a Performance Bond and Payment Bond, in accordance with the following parameters:

- a.) For a Contract in excess of \$100,000.00, a Performance Bond shall be executed in the full amount of the Contract, conditioned upon the faithful and timely performance of the Work in accordance with the Plans, Specifications, and Contract Documents. Said Bond shall be solely for the protection of the OWNER.
- b.) For a Contract in excess of \$50,000.00, a Payment Bond shall be executed in the full amount of the Contract, solely for the protection of all proper claimants supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant perfecting a proper claim. Payment Bonds are required under Texas law, since no mechanics' liens are allowed against BPUB's public property assets.

When bonds are required, they shall serve as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted to for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas.

The failure of the successful BIDDER to execute such Agreement and to supply the required bonds and insurance certificates within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant in writing, based upon reasons determined sufficient by the OWNER, shall constitute a default, and the OWNER may either award the contract to the next lowest responsive and responsible BIDDER, or re-advertise for bids, and may charge against the defaulting BIDDER the difference between the amount of the defaulted bid and the amount for which a final contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting BIDDER shall have no claim against the OWNER for a bid bond refund.

15. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful BIDDER, upon his failure or refusal to execute and deliver the Contract, Bonds and insurance certificates required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as mutually agreed to liquidated damages (and not as a penalty) for such failure or refusal, the security provided in the bid bond or otherwise deposited with his bid.

16. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

BIDDER must agree to commence work on the project after written notification issued by the OWNER and to fully complete each project within **Thirty (30)** consecutive calendar days thereafter, as provided in the Contract.

BIDDER must agree also to pay as mutually agreed to liquidated damages, and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each consecutive calendar day thereafter, as provided in Contract.

17. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the Contract Documents and Specifications which address the following:

- A. Inspection and testing of materials.
- B. Insurance requirements.
- C. Wage and Hour Provisions.
- D. State Sales and Use Tax Exemption Provisions

18. LAWS AND REGULATIONS:

The BIDDER's attention is directed to the fact that all applicable federal, State and local laws, statutes, ordinances, codes and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be mutually deemed to be included in the Contract, the same as though herein written out in full.

19. EQUAL EMPLOYMENT OPPORTUNITY:

Attention of BIDDERS is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, religion, gender, sexual preference, physically challenging condition or national origin.

20. PRE-BID CONFERENCE: (NOT APPLICABLE ON THIS PROJECT)

A pre-bid meeting between the OWNER, prospective bidders, suppliers, etc., will be held to answer any questions concerning the Work. No Addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written Addendum will be issued by the OWNER to all pre-bid conference attendees. The pre-bid meeting will be held at the place, time and date indicated in the Legal Notice. Interested parties are invited to attend. Attendance at the Pre-Bid Conference is not mandatory, but is recommended for all contractors and suppliers interested in bidding the Work for the Project.

21. SUBMITTAL OF TRENCH SAFETY DESIGN: (NOT APPLICABLE)

The apparent low BIDDER shall provide the OWNER with a Trench Safety System Plan and a certificate signed and sealed by a Registered Professional Engineer licensed by the State of Texas, within 21 calendar days after the date of the opening of Bids prior to award of the Contract. Failure to timely comply may disqualify BIDDER.

22. INFORMATION TO BE SUBMITTED WITH BID:

Each BIDDER shall submit with his bid pertinent information concerning proposed equipment and materials and proposed construction organization.

a) Equipment and Materials. In addition to the information submitted on the bid and bid data forms, each BIDDER shall submit all specifications, preliminary drawings, and similar descriptive information necessary to describe completely the equipment and materials he proposes to furnish.

The bid shall be based on using new equipment and materials which comply with the Specifications and Documents in every respect, unless existing equipment is specifically noted by OWNER for reuse. If alternate or "equal" equipment and materials are indicated in the bid, it shall be understood that the OWNER will have the option of selecting any one of the alternates so indicated and such selection shall not be a cause for extra contractor compensation or extension of time. OWNER specifically reserves the legal right to specify "sole source" equipment or materials in the Specifications when unique circumstances warrant.

b) Contractor's Field Organization. Each BIDDER shall submit with his bid an organizational chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization which he proposes to use for this Project. The successful BIDDER's organizational concept will be subject to the review and acceptance of the OWNER. The experience record of the Contractor's field superintendent shall be submitted with the bid.

23. PREFERENCE LAW:

Bid evaluations will take into consideration any Preference Laws of the State of Texas, and any

reciprocity laws of other states as they may be addressed by current Texas law.

24. SUBSURFACE GEOLOGIC CONDITIONS:

Each BIDDER shall be responsible for determining prior to bidding, the types of subsurface materials which will be found. If test borings have been made on the Project site by the BPUB or its consultants, the locations and logs of the test borings are bound as an appendix to these Specifications and Documents.

It is to be expressly understood and acknowledged by the BIDDER, that any information on subsurface geology made available by OWNER for BIDDER'S convenience shall not be a part of the Contract Documents and there is no expressed or implied guarantee of the data given, nor of the interpretation thereof.

All excavation for this Project will be unclassified and the BIDDER shall be responsible for investigating and satisfying himself of subsurface geologic conditions (including the presence or likelihood of encountering soils requiring dewatering, rock or rock-like materials) prior to submitting his bid, which shall include any and all costs BIDDER associates with avoiding, managing or removing said subsurface geologic conditions without claim for extra compensation against OWNER.

25. DISPOSAL OF EXCESS MATERIALS:

After completion of this Project there may be in some instances an excess of spoil material or waste material left over. In such cases where there is an excess of material, BIDDER shall load and haul it away from the job site and dispose of it in a legal manner so as not to: trespass; adversely impact any protected wetlands; adversely impact the 100 year flood plain; adversely impact any endangered species; or otherwise create drainage diversions or impoundments. No extra remuneration for this Work will be allowed.

26. EROSION AND SEDIMENT CONTROL MEASURES:

The BIDDER is expected to conduct his Work in such a manner as to minimize any soil erosion or sediment runoff from the construction site. Earth cuts and fills shall have smooth, flat sideslopes, as generally indicated on the PLANS, to preclude erosion of the soil. Such operations should be timed consistent with the actual need for doing the Work and only to leave raw, unprotected surfaces for a minimum of time.

Existing lawns are to remain intact as far as practical. Such areas as are disturbed shall be duly restored by the BIDDER to as good as or better than original condition using the same type of grass, shrubs, or cover as the original. The BIDDER shall be responsible for correcting any erosion that occurs at his sole cost without claim for extra compensation.

As construction progresses, and in accordance with State and federal laws regulating stormwater

runoff and management from construction sites greater than five acres in size, if applicable, (See: Section 405 of the Water Quality Act of 1987, Section 402(P) as amended), and at locations where erosion with sediment runoff occurs or is likely to occur, the BIDDER shall construct temporary ditches, perimeter siltation screens, retainage levees, drains, inlets, or other works to manage, prevent, or correct the possible conditions. Upon completion of the Work, such facilities shall be removed.

During construction, the BIDDER shall take the necessary precautions to see that erosion is controlled and sediment runoff is prevented so as to protect the quality of any neighboring water bodies.

27. SAFETY PROVISIONS:

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the public, railroad 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, Railroad and local safety rules, laws and requirements with particular attention to be given to excavation and trench safety requirements. A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the vendor prior to entering into a contractual agreement with the OWNER. The JSA form will be valid for a period of 1 month after which an updated JSA form is to be completed, executed and submitted by the vendor. The completed JSA form must be included along with other Contract Documents included herein. Assistance in completing this form is available from Adolfo Vasquez, BPUB Safety Department, at (956) 983-6254. Sample form is attached at end of document.

28. PROTECTION OF PROPERTY AND EXISTING UTILITIES:

Within developed areas, all public and private property along and adjacent to the BIDDER'S operations, including roads, driveways, lawns, yards, shrubs, drainage gradients, and trees, shall be adequately protected, and when damages occur, they shall be repaired, replaced, or renewed or otherwise put in a condition equal to, or better than, that which existed before the BIDDER caused the damage or removal.

An attempt has been made by BPUB to show all known existing utilities on the PLANS, but the possibility remains strong that some underground utilities may exist that have not been shown. The BIDDER, through mandatory contact with local utility owners, shall keep himself informed and take such precautions as necessary to avoid utility damage and unsafe working conditions for employees.

29. WAGES AND HOURS:

The most recent wage rate determination from the U.S. Department of Labor for Cameron County, Texas as amended within the previous three (3) years and as locally adopted by the BPUB, is a part of these Specifications and controls minimum wage, hour and any fringe benefits, with the exception that no wage shall be paid below \$8.00 as established locally by the BPUB.

A copy of the appropriate (building and/or heavy/highway) wage rate schedule(s) must be posted at the job site in both English and Spanish and kept posted in a conspicuous place on the site of the Project at all times during construction. The BIDDER shall familiarize himself with the included General Conditions Section entitled "Wage and Labor Standard Provisions - 100% Non-Federally Funded Construction." Copies of the wage rate schedule(s) are included herein, but the responsibility for initial posting and keeping same posted, rests upon the BIDDER.

30. GUARANTEE:

The BIDDER shall warranty and guarantee the Work, equipment and materials for a period of at least one (1) year after date of final acceptance in writing by the OWNER. During this period, the BIDDER shall make any repairs and/or replacements of defective equipment and materials and corrections of Work due to poor workmanship, all as may be required for full compliance with the General Conditions, Plans and Specifications. This combined workmanship quality guarantee, and minimal equipment and materials warranty, shall apply to all matters reported by the OWNER in writing within said one (1) year period and this post-construction guarantee/warranty period shall be included in the coverage period set forth in the Performance Bond.

31. STATE SALES AND USE TAX EXEMPTION:

Pursuant to 34 Texas Administrative Code 3.291, in order for the Brownsville PUB to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, after August 14, 1991, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be physically incorporated into the Project realty, from the total Contract price. Under the "separated contract" format, the Contractor in effect becomes a "seller" to the Brownsville PUB of materials that are to be physically incorporated into the Project realty. As a "seller", the Contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to the Brownsville PUB, which is a sales tax exempt entity under UTCA Tax Code Section 151.309(5). Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and/or consumed during project work (gas, oil, rental equipment), but that are not physically incorporated into the project realty. Such items are generally not tax exempt. Contractors that have questions about the implementation of this statute are asked to inquire directly with the State Comptroller of Public Accounts, Tax Administration Division, State of Texas, Austin, Texas 78774. Bidders will not include any federal taxes in bid prices since the City of Brownsville and Brownsville PUB are exempt from payment of such federal taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the Contractor through the regional offices of the State Comptroller of Public Accounts.

SCOPE OF WORK

Specifications for the Ground Line Treatment and Inspection of Wood Poles

1. SCOPE

This standard consists of specifications and conditions for the preservative treatment and inspection of the ground-line area of in-service BPUB poles. Complete detailed instructions shall be given to the contractor whenever the requirements of these specifications are modified to meet special conditions. Contractor is to make no exceptions to this bid without permission of the Brownsville PUB (BPUB). Contractor is to furnish all supervision, labor, tools, equipment, and material necessary or required for the inspection and ground-line treatment of BPUB's distribution and transmission poles as identified on purchase order and/or contract. The BPUB will furnish the Contractor with maps showing locations of poles, which are the subjects for inspection and treatment.

Unless otherwise instructed:

Reporting, inspection and treatment will only be applicable to BPUB owned poles. All poles that are excavated and are found to be strong enough to carry their load in safety or can be reinforced shall be ground-line treated. Any pole that cannot be excavated due to cement encasement, roots from neighboring trees, etc., shall be fumigant treated as listed below.

Please be informed that some of the inspection areas and poles that need to be treated are within residential, industrial or commercial areas. The access to the poles may be limited and you will require permission from the private property owners to access these poles. You will also notice that poles tend to be spread out throughout the city. All poles assigned for inspection are located within city limits. Exceptions will be made on a case-by-case basis.

2. QUALIFICATIONS

Treatment and inspection work shall be done or supervised by a foreman with a minimum of one (1) year training and shall be certified by the contractor as being qualified for this work. The foreman's immediate supervisor shall be a professional pole inspector with a minimum of two (2) years experience in this specific field. Contractor personnel must be sufficiently trained and certified to handle the chemicals being used.

3. LICENSES AND LABELS

All materials (chemicals) used on the job shall bear appropriate EPA registered labels stipulating the intended end use of the materials. OSHA 20 Safety Data Sheets are to be made available with the EPA registered label. For environmental considerations, no materials containing Pentachlorophenol or Aldin shall be used. Care shall be exercised not to contaminate ground water. Any contamination issues shall be sole responsibility of contractor and cleanup of any and all spills, traces, or residue shall also be the responsibility of Contractor. All statements of the preservative label will be strictly

followed to insure safety to the BPUB, Public, and Applicator. Contractor is to be responsible for enforcing safety requirements and supply all safety equipment necessary to perform this type of work. BPUB reserves the right to review and approve all materials (chemicals) used on the job for said inspections and preservative treatments before awarding job.

4. DEFINITIONS OF INSPECTION AND TREATMENT CATEGORIES

BPUB does respect that inspection methods include recommending standard pole maintenance procedures. Owner does welcome any and all recommendations for pole maintenance by contractor in written format, but reserves the right to approve said work before it is performed.

- A. TREATED - A pole which has been excavated, inspected, found to be sound, prepared and given external ground-line treatment with the preservative listed in (preservative "A") includes C and D below.
- B. REJECT- Any pole, upon inspection after excavation, which is found to have insufficient sound wood to be serviceable shall be rejected and reported that it warrants replacement. Further, the location of this pole shall be marked for easy identification for later replacement by Owner.
- C. REPORTED- A pole which the Owner desires information of the type supplied by the Contractor's inspector, or any pole prior to excavation or boring that is judged to be unserviceable, or any pole designated for inspection by the Owner, but falls outside set criteria.
- D. SOUND AND BORE - is the inspection method of sounding from the ground-line to eight (8) feet above and boring in order to locate internal decay pockets; this procedure is used when excavation is not possible or when designated by the Company, i.e., poles with telephone risers. Includes C above.
- E. INTERNAL TREATMENT- A pole which internal decay or insects have been detected, but is strong enough to carry its load is treated internally with an accepted internal preservative.
- F. FUMIGANT TREATMENT - is the application of and approved fumigant to a pole in accordance with the instruction of the manufacturer.
- G. REINFORCEABLE POLE - Any pole upon inspection after excavation that is found to have insufficient sound wood but can be made serviceable by pole restoration methods shall be rejected, ground line treated with preservative "A" and reported as a reinforceable candidate.
- H. REPAIR GROUNDWIRE - Contractor, at the option of BPUB, shall repair broken ground wire in the ground line area, utilizing accepted safe practices. BPUB will supply materials.

5. MANNER OF TREATMENT AND INSPECTION

When work is to be done in close proximity to a home or on private property, the property owner should be notified as to what is being accomplished. Brush will be removed from and around the pole to allow for proper excavation, inspection, and treatment only after property owner has given permission. If permission is not granted, the pole will be sounded and bored and noted for future treatment. Care must be taken not to break the ground wire or to disconnect it from the ground rod. Where these exist, they must be carefully pulled away from the pole so as not to interfere with the work and restored to original location when work is completed.

5.1 ABOVEGROUND INSPECTION

A visual inspection of all poles shall be made from the ground line to the top, before excavating for ground line treatment. Visual observation shall include kind of wood and original treatment, circumference, shell rot, woodpecker holes, evidence of ants or termites, split tops, or physical damage to appurtenances that can be spotted from the ground. Equipment attached to the pole should be observed and irregularities (e.g. broken ground wire, loose hardware, broken or split cross-arms and broken guy-wire) should be reported. If the pole is obviously not suited for continual services due to excessive shell rot or serious defects, it shall not be excavated, but shall simply be reported. If judged serviceable, it shall be excavated and further evaluated.

5.2 EXCAVATION

A hole shall be dug all the way around the pole to a depth of 18 inches, wide enough at the top and bottom to facilitate proper inspection, decay removal and treatment. For excavations in lawns or gardens, care will be taken to keep the surrounding areas as clean as possible and the sod around the pole shall be carefully cut and neatly stacked. Poles installed on slopes shall be excavated to a minimum depth of 18 inches on the down slope side.

5.3 SOUNDING

Pole shall be sounded from two (2) inches below ground line to a minimum of eight (8) feet aboveground to locate exterior or interior pockets of decay.

5.4 CHIPPING

The pole shall be scraped off and free from all dirt prior to treatment. All exterior decayed wood, surface rot, as well as external decay pockets shall be chipped off. It is essential that all exterior decay be removed from the treating zone. Brushing with a wire brush or scraping with a scraping tool shall not take the place of chipping when decay is present. Axes or hatchets shall not be considered approved tools. All chips and decay pieces are to be removed from hole and surrounding ground and disposed of properly. Care shall be taken not to remove good wood, as this will reduce the strength of the pole.

5.5 BORING

Inspector shall bore pole at least once in the ground line area to the center of the pole and check with shell thickness indicator to detect extent of interior decay. If heart rot, enclosed decay, decay pockets, or insect damage are evident, a minimum of four (4) borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight fitting treated dowels. All wood particles produced as a result of boring are to be disposed of properly.

If pole is Fir, inspector will bore at least three (3) initial inspection holes. If pole is set in concrete or pavement and cannot be excavated, it is to be bored a minimum of three (3) times.

6. DETERMINATION OF MINIMUM CIRCUMFERENCE

Contractor will measure minimum circumference at or below ground line. Make adjustments in circumference to account for external decay pockets and internal decay. Effective circumference must be more than 47 inches or within Class 2 specifications. Poles below minimum circumference shall be rejected, and so marked in the field on BPUB's map and so reported. Poles with a minimum shell of three (3) inches shall be treated; those poles with a shell thickness smaller than the aforementioned stipulated minimum shall be rejected. Poles with a minimum shell of one (1) inch or 50% of original circumference shall have the arbitrary designation of Priority Pole applied to them.

6.1 EVALUATION FOR RESTORATION

Rejected poles shall be visually checked to determine if they can be restored. Poles with serious top defects or without sufficient wood at 15 inches or 26 inches above ground will be immediately rejected and no further work performed. If minor defects are present, they should be noted on the inspection report to BPUB attention.

If review is in order, then rejects will be sounded and sufficiently bored above ground line to determine the condition of the wood. If no defects are present that detract from the poles integrity at the crucial points of 15 and 26 inches above ground line, the pole will be listed as a candidate for restoration.

The inspector will make a notation on his pole inspection reports as to whether the pole can or cannot be restored. If it can be restored, he will indicate the class and height of the pole.

7. TREATMENT

7.1 GENERAL

All poles suitable for treatment shall be treated in accordance with "External Preservative Treatment." If internal decay or insects are present, an appropriate internal treatment shall be selected and applied.

7.2 FUMIGANT TREATMENT

All poles that cannot be properly excavated around the entire circumference for reasons beyond the Contractor's control, such as concrete encasement, tree roots, etc., shall be inspected and bored aboveground and treated with an approved fumigant (See Appendix 1).

FUMIGANT APPLICATION - Borings, hole length, application rate, shall be as specified on EPA registered label. Borings shall be directed toward the center of the pole at an angle of approximately 45° degrees, and care shall be taken to avoid going through seasoning checks. Borings shall start at the appropriate location and shall be evenly spaced up the pole in a spiral pattern. No less than six (6) vertical inches shall separate adjacent holes.

7.3 TREATMENT FOR INTERNAL DECAY AND INSECTS

Poles containing internal decay shall be treated by pumping the preservative into the bottom hole until it runs out the next higher hole. This hole is then plugged and additional preservative is pumped into the cavity until it runs out the next higher hole; this procedure is followed until the cavity is filled or a maximum of one (1) gallon is used. If preservative has not flowed out on top hole, a maximum of one (1) gallon shall be pumped into the top hole. All holes that have not been previously plugged shall be plugged at this time with tight fitting treated dowels.

Insect infestation shall have the same treatment inclusive of the following instructions:

Ant treatment shall consist of locating the top gallery of interconnected ant galleries by boring holes in the pole and pumping the preservative solution into the pole. When the cavities are filled, or a maximum of one (1) gallon of solution has been used, the holes are tightly plugged with treated dowels. Subterranean termites are usually found from below the ground line to five (5) feet above. Termite treatment shall consist of locating the top gallery of interconnecting chambers by boring holes in the pole and pumping the preservative solution into the hole. When the cavities are filled, or a maximum of one (1) gallon of solution has been used, the holes are tightly plugged with treated dowels.

7.4 EXTERNAL PRESERVATIVE APPLICATION

An approved wood preservative (See Appendix 1) shall be generously applied to the pole in accordance with the manufacturer's directions. Application shall be from 18 inches below ground line to three (3) inches aboveground. Particular care shall be taken to liberally treat checks and pockets. A moisture barrier wrap is to be applied over the preservative. The wrap shall be 22 inches wide so that it extends one (1) inch above the treated area and shall be stapled to the pole. Where obstructions occur, such as fences, curbs, walls, cable risers, or interfering ground rods, etc, the preservative shall be applied in excess amount near the obstructions and the shield wrapped as close to the obstructions as possible. Such conditions shall be recorded on the daily work sheets. In locations where livestock has access to a treated pole, a suitable cattle wrap shall be applied for added protection.

7.5 BACKFILLING AND CLEAN UP

Upon completion, all excavated poles will be solidly backfilled. The first one-third (1/3) of the excavation will be backfilled and tamped, using feet, in the hole around the pole, the second one-third (1/3) placed and tamped and then the last one-third (1/3). Any excess earth should be banked above normal ground level to allow for settlement. In grass area, the sod shall be carefully placed around the pole. Rocks or stones shall be laid against the pole using care not to tear the shield moisture barrier.

No debris, loose dirt, etc. is to be left in pole area in the case of public or private property. Private property turf and turf between curb and sidewalk, bushes, plants and shrubbery, are to be replaced with care. If any preservative is spilled on the ground, it shall be immediately cleaned up. All containers shall be properly disposed of according to approved environmental practices.

8. TAGGING AND REPORTING

All inspected poles shall have an identifying aluminum tag securely fastened to the pole to indicate work performed. This tag shall be a minimum of one (1) inch in diameter and show the Contractor's name, year and type of treatment. Identification shall correspond to the field reports. Tags shall be provided by Contractor and placed seven (7) feet above the ground line on the roadside of the pole, please provide a sample of tags at time of bid.

The BPUB may request an additional tag to be placed on each pole for internal use only. BPUB will supply this additional tag. BPUB tag shall be placed six (6) feet above ground line on the roadside of pole. Installation of BPUB tag will be bid as a separate line item.

The BPUB may also request GPS data to be collected as a separate line item on newly tagged poles. GPS data shall meet the following parameters:

ACCURACY

GPS data shall fall within a 1 meter distance of the true location of that pole.

DATA FORMAT

The data, both tabular as well as graphic, associated with the collected poles, shall be delivered in ESRI shape files. No other delivery format shall be considered acceptable for this project.

SPATIAL INFORMATION

The data regarding the poles shall be delivered in the Texas State Plane Coordinate System, South Zone with units as US feet. The Datum used shall be NAD83.

Contractor will submit a weekly written report and redlined maps indicating any discrepancies to keep Owner up to date as to the Contractor's progress. Contractor will also be responsible for submitting all reports both in written and digital format (standard word processing format such as Excel or Word will be accepted).

A blank report containing “A” “B” “C” sheets as listed below shall be included in Contractors bid for evaluation by Owner.

A. The Weekly Summary Report will include but not limited to:

- Visual
- Sound and Bore
- Partial Excavate
- Excavate & Treat
- Rejects
- Inspections
- Additional Subtotals
- Total Billing
- Reinforceable
- Priority

Additional Charges such as:

- Internal Treatment
- Grounding Repair
- Fumigant
- Computer Processing

Billing:

- Inspections Summary
- Additional Work
- Subtotals Cost
- Weekly Total Billing

B. The Weekly Test and Treat Report will include but not limited to:

- Week ending date
- Pole number
- Owner
- Year set
- Height
- Manufacturer
- Type
- Org G/L
- Treatment
- Inch loss
- Extras
- Inspection date
- Remarks
- Status

C. ALL INVOICES will include but not limited to:

- Date
- Invoice number
- Week ending
- Crew
- Foreman
- Total poles
- Amount
- Due date
- Reference number (Weekly Summary Report, Weekly Test and Treat Report)
- Make check payable to:
- Remit to:

9. **QUALITY CONTROL**

The BPUB representative and the inspector's supervisor will check completed work every week. The re-inspection shall consist of checking the reports against the existing field conditions. At least three (3) poles will be selected at random by the Owner. The poles shall be completely re-inspected for accuracy. A Quality Control Report shall be designated, completed, and submitted to the BPUB representative.

9.1 **CORRECTIVE ACTION**

Any serious errors will be brought to the attention of the contractor, and corrective action, satisfactory to the BPUB, must be taken by the Contractor to remedy the situation before the next quality control check. The correcting action may include, but not be limited to, reworking each pole back to the previous quality control checkpoint at no cost to BPUB.

Appendix 1

PRESERVATIVES AND FUMIGANTS

Preservatives used for treatment may correspond to the following minimum ingredients: (All chemical treatments are open for bid, but BPUB will reserve the right to reject any chemical as it sees fit.)

PRESERVATIVE (for external treatment)

1.	Copper Naphthenate	18.16%
	Borax (sodium tetraboratedecahydrate)	40.00%
	Inert Ingredients	41.84%
	Total	100.00%
	(Equivalent to 2% metallic copper)	
2.	Osmoplastic	
	Sodium Fluoride	44.42%
	Creosote	45.62%
	Potassium Bichromate	3.10%
	Inert thickeners and mixing agents	6.86%

FUMIGANT (for internal decay)

1.	Copper naphthenate (2% copper as metal)	19.25%
	Inert Ingredients	80.75%
	Total	100.00%
2.	Hollow Heart solution	
	Sodium Fluoride	10.90%
	Sodium Dichromate	4.80%
	Sodium Arsenate	5.36%
	Total	21.06%
	Water	78.94%

FUMIGANT (in the event that pole cannot be excavated)

1.	Sodium Methyldithiocarbamate (Anhydrous)	32.70%
2.	WOODFUME - Application Rate:	

Poles under 40" in circumference: 1 pint
Poles 40" -50" in circumference: 1 ½ pint
Poles over 50" in circumference: 2 pints

3. TIMBERFUME - Application Rate:

Poles 30" - 38" in circumference: ½ pint
Poles 39" - 56" in circumference: 1 pint
Poles over 56" in circumference: 1-1/4 pint

4. NITC-FUME Application Rate:

Poles 30" - 35" in circumference: 3 vials
Poles 36" - 49" in circumference: 4 vials
Poles 50" - 59" in circumference: 5 vials
Poles 60" and over in circumference: 6 vials

**BID SCHEDULE
BASE BID
B 062-22**

Place: BPUB Purchasing Department
1155 FM 51
Olmito, Texas 78575

The Bidder, in compliance with the invitation for bids for the GROUND LINE TREATMENT AND POLE INSPECTION, having examined the scope of work and written specifications, hereby proposes to furnish GROUND LINE TREATMENT AND POLE INSPECTION for the following unit prices. **Read Scope of Work on pages 21-30.**

	Cost Per Unit	Total Cost
1. Transmission Pole Inspection	\$_____ x 100	\$_____
including visual sound and bore		
2. Distribution Pole Inspection	\$_____ x 2,000	\$_____
including visual sound & bore		
3. Distribution Pole Visual Inspection	\$_____ x 1,000	\$_____
pavement concrete unexcavated		
4. Distribution Pole Visual Inspection,	\$_____ x 900	\$_____
sound and bore no preservatives or fumigant		
5. Chemical Used (list price and name) please indicate material included with the boring		
A. Preservative External Treatment-INSERT BID AMOUNT FOR ONE OF THE FOLLOWING:		
i. Copper Naphthenate	\$_____ x 3000	\$_____
ii. Osmoplatic	\$_____ x 3000	\$_____
iii. Other _____		\$_____
iv. Other _____		\$_____
B. Fumigant Internal/Insect Treatment-INSERT BID AMOUNT FOR ONE OF THE FOLLOWING:		
i. Copper Naphthenate	\$_____ x 1000	\$_____
ii. Hollow Heart Solution	\$_____ x 1000	\$_____
iii. Other _____		\$_____
iv. Other _____		\$_____

C. Fumigant for unexcavated Poles-INSERT BID AMOUNT FOR ONE OF THE FOLLOWING:

Sodium	\$_____ (per pint)	\$_____
Methyldithiocarbamate (Anhydrous)		
Wood-fume	\$_____ (per pint) x 1000	\$_____
Timer-fume	\$_____ (per pint) x 1000	\$_____
Mitc-Fume	\$_____ (per hole) x 1500	\$_____
Ultra-Fume	\$_____ (per vial) x 1500	\$_____
Other _____		\$_____
Other _____		\$_____
6. Report		
Additional Reports (price per copy)		\$_____
Digital Reports (4000 reports)		\$_____
7. Restoration		
Ground rod repair	\$_____ x 400 repairs	\$_____
Pole reinforcement	\$_____ x 100 poles	\$_____
Ground wire repair	\$_____ x 75 guys	\$_____
8. Inspection Tags	\$_____ x 4000 tags	\$_____
(to correspond to reports)		
BPUB Tag (internal use)	\$_____ x 150 tags	\$_____
9. Additional charges due to travel, hazardous area, or other (please explain)	\$_____	
GRAND TOTAL		\$_____

DISCLAIMER:

The Brownsville Public Utilities Board, is requesting these bid schedules with the intent of allocating funds for the project, but is not obligated to execute, complete or finish the total quantity of poles as listed in this bid. BPUB may take the option of a lesser amount or increase it as it sees it fit with no obligation to the contractor on a fixed or predetermined amount of poles to be inspected.

Bid by: _____

Signature – Failure to sign Bid will disqualify it

Name: _____

Company: _____

Address: _____

Phone number: _____ Fax number: _____

Email: _____

BID BOND

STATE OF TEXAS §

COUNTY OF CAMERON § KNOW ALL MEN BY THESE PRESENTS:
 §

THAT WE, the undersigned,

as Principal, and _____ as Surety, are hereby held and firmly bound unto the BROWNSVILLE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS as OWNER as liquidated damages (not as a penalty) the sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the ground line treatment and inspection of wood poles.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish insurance certificate(s) for his faithful performance of said contract for professional services in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this _____ day of _____, 20____.

Principal: _____

Surety: _____

By: _____

IMPORTANT - Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas, hereinafter called OWNER, in liquidated damages (not as a penalty) of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of the: **GROUND LINE TREATMENT AND INSPECTION OF WOOD POLES.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials, for or performing labor in, the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no written change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed there under, or the SPECIFICATIONS accompanying the same, shall in any ways affect its obligation on this BOND, and it does hereby waive notice of any such written change, extension of time, alteration or addition to the terms of the Contract, or to the WORK, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR

shall abridge any remaining legal right of any beneficiary hereunder, whose timely filed and legally perfected claim may be unsatisfied.

This bond is subject to and governed by Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary

By: _____(s)
(Signature)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas, hereinafter called OWNER, in liquidated damages (not as a penalty) of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of the: **GROUND LINE TREATMENT AND INSPECTION OF WOOD POLES.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year post-construction workmanship guaranty and materials/equipment warranty period, and if he shall satisfy all claims and demands incurred under such Contract, and **SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ALL COSTS AND DAMAGES WHICH IT MAY SUFFER BY REASON OF FAILURE TO DO SO**, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no written change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same, shall in any ways affect its obligation on this BOND, and it does hereby waive notice of any such written change, extension of time, alteration or addition to the terms of the Contract, or to the WORK, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is subject to and governed by Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

(Principal)

(Principal) Secretary By: _____(s)
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address) _____

(Address)

ATTEST:

(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address) _____

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

CONTRACTOR'S
PRE-BID DISCLOSURE STATEMENT

All questions must be answered or your bid will be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. This Pre-Bid Disclosure Statement is submitted to the Brownsville Public Utilities Board by: _____

__ a Corporation, __ a Partnership, __ a Texas Joint Venture, or __ an Individual.

Address: _____ Contractor's #: _____
City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

3. Years of experience in construction work of the type called for in this contract as:
A General Contractor _____, A Subcontractor _____.

4. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

5. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

6. Have you ever failed to complete any work awarded to you?

___ Yes ___ No. If "Yes", state where and why. _____

7. Are you at present in any lawsuits involving construction work of any type?

___ Yes ___ No. If "Yes", explain: _____

8. Explain in detail the manner in which you have inspected the work and jobsite proposed in this contract: _____

9. Explain in detail your plan or layout for performing the work proposed in this contract: _____

10. If this contract is awarded to you, your company's office administrative manager for the work will be Mr. (Ms.) _____, and your resident construction superintendent will be Mr. (Ms.) _____.

11. What experience in this type of work does the individual designated as resident superintendent above have? _____

12. What portions of the work do you intend to subcontract? _____

13. What equipment do you own that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

14. Have you received firm offers from suppliers or manufacturers for all major items of material and/or equipment within the prices totals used in preparing your bid? __Yes __No

15. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$_____ Bank Reference: _____

Bonding Capacity available: \$_____

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Engineer and Owner in verification of the recitals comprising this Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this ____ day of _____, 20____.

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My commission expires: _____

SUBCONTRACTOR'S
PRE-BID DISCLOSURE STATEMENT

All questions must be answered or your bid will be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. This Pre-Bid Disclosure Statement is submitted to the Brownsville PUB by: _____

____ a Corporation, ____ a Partnership, ____ a Texas Joint Venture,
or, ____ an Individual.

Address: _____ Contractor's #: _____
City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

3. Years of experience in construction work of the type called for in this contract as: A General Contractor _____, A Sub-contractor _____.

4. Have you ever previously worked as a subcontractor for this general contractor? _____
Yes; _____ No; If yes, list three most recent projects in which your company has served as a subcontractor to this general contractor.

5. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owners Name and Address	Amount

6. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owners Name and Address	Amount

7. Have you ever failed to complete any work awarded to you?

___ Yes ___ No. If "Yes", state where and why. _____

8. Are you at present in any lawsuits involving construction work of any type?

___ Yes ___ No. If "Yes", explain: _____

9. Explain in detail the manner in which you have inspected the work and jobsite proposed in this contract: _____

10. Explain in detail your plan or layout for performing the work proposed in this contract:_____

11. If this contract is awarded to you, your company's office administrative manager for the work will be Mr. (Ms.) _____, and your resident construction superintendent will be Mr. (Ms.) _____.

_____.

12. What experience in this type of work does the individual designated as resident superintendent above have? _____

13. What portions of the work do you intend to sub-subcontract? _____

14. What equipment do you own that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

15. Have you received firm offers from suppliers or manufacturers for all major items of material and/or equipment within the price totals used in preparing your BID?
 _____ Yes _____ No

16. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$_____ Bank reference: _____

Bonding Capacity available: \$_____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Engineer and Owner in verification of the recitals comprising this Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this ____ day of _____, 20____.

By: _____
 Title: _____

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My commission expires: _____

NOTICE OF AWARD

TO: _____

Project Description: **B062-22 GROUND LINE TREATMENT AND INSPECTION OF WOOD POLES**

Dear:

The BPUB has considered the BID submitted by you for the above-described work in response to its Legal Notice and Invitation for Bids dated August 17, 20____ and Instruction to Bidders.

You are hereby notified that your BID has been accepted in the amount of \$_____.

You are required to furnish a Contractor's Performance Bond, Payment Bond and Certificates of Insurance and Execute the three (3) Service Contracts within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish any required bonds, certificates of insurance and execute the three (3) service contracts within ten (10) days from the date of this Notice, Brownsville PUB will be entitled to consider all your rights arising out of the BPUB's acceptance of your bid as abandoned and as a forfeiture of your BID BOND.

The BPUB will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the BPUB.

Dated this _____ day of _____, 20____.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____ this ____ day of _____, 20____.

By: _____

Name: _____

Title: _____

SAMPLE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

SERVICES CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD ("BPUB"), acting by its duly authorized General Manager and CEO, and _____, a _____ doing business in _____ ("Service Provider"), acting herein by its duly authorized _____.

WHEREAS, the BPUB desires to engage Service Provider to render certain technical and professional services necessary to complete the Project described as: Ground Line Treatment and Inspection of Wood Poles.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Services

Service Provider agrees to perform the technical and professional services described in Exhibit "A" attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional technical and professional services to be performed under the terms and conditions of this Contract and described under any additional work orders issued pursuant to paragraph 12 of this Contract.

2. Compensation

BPUB will pay Service Provider for the technical and professional services described in Exhibit "A" in accordance with the performance schedule as outlined Exhibit "C," and for an initial total amount of compensation which shall not exceed _____ and ___/100 Dollars (\$_____) for work relating to the above described Project, as financially outlined in Exhibit "B."

3. Method of Payment

A. Compensation under all invoices shall be in accordance with, and at the hourly rates described in Exhibit "B." BPUB shall pay Service Provider its fees based on the presentation by Service Provider to BPUB of a monthly statement for all current amounts earned under the Contract, together with all necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses. BPUB will then attempt to pay Service Provider its fees within ten (10) calendar days after the

approval, but in no event later than thirty (30) calendar days after presentation of an accurate monthly statement by Service Provider to BPUB. BPUB shall have sole discretion in the final approval or disapproval of any compensation to Service Provider.

- B. Service Provider shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any technical and professional services included within the Scope of Services described in Exhibit "A." All such records shall be kept in the offices of Service Provider for a period of not less than five (5) years and shall be made available to BPUB for inspection, audit or copying upon reasonable request.

4. Service Provider's Standard of Care

Service Provider shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional Service Provider under similar circumstances for a similar project, and shall provide professional consultations and advice to the BPUB during the performance of the services under this Contract as outlined in the Scope of Services.

5. Ownership of Documents

As part of the total compensation which BPUB has agreed to pay Service Provider for the professional services to be rendered under this Contract, Service Provider agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Service Provider are, and will remain, the property of the BPUB. Service Provider shall have the right to use such work products for Service Provider's purposes on this Project. The above notwithstanding, Service Provider shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the Services.

6. Insurance

- A. Service Provider agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for BPUB under this Contract in the following amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Service Provider also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Service Provider for damages resulting from bodily

injury, death or property damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

Commercial General Liability

Personal injury and property damage -

\$1,000,000.00 combined single limit each occurrence and

\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:

Bodily injury and property damage -

\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:

\$1,000,000.00

- C. Service Provider shall add the BPUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and any professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Service Provider shall furnish BPUB with an Insurance Certificate on the date this Contract is executed and accepted by the BPUB, which confirms that all required insurance policies are in full force and effect.
- E. Additionally, Service Provider agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE AND BPUB AND THEIR RESPECTIVE COMMISSIONERS, BOARD MEMBERS, OFFICERS, SERVANTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF SERVICE PROVIDER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, SERVICE PROVIDER'S TOTAL LIABILITY TO BPUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING SERVICE PROVIDER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE SERVICE PROVIDER'S VARIOUS LIABILITY INSURANCE COVERAGES AS SPECIFIED IN PARAGRAPH 6 A. – E. HEREIN. BPUB HEREBY RELEASES SERVICE PROVIDER FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.

8. Addresses for Notices and Communications

BPUB

Public Utilities Board of the City of Brownsville
1425 Robinhood Drive (78521)
P.O. Box 3270
Brownsville, Texas 78523-3270
Attn: Brian Garza
Electrical Engineering
Phone: (956) 983-6203
E-mail: garza@brownsville-pub.com

Service Provider

Phone: _____
Facsimile: _____

All notices and communications under this Contract shall be mailed or delivered to the BPUB and Service Provider at the above addresses.

9. Successors and Assignments

The BPUB and Service Provider each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither the BPUB nor Service Provider shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party hereto.

10. Termination of Contract for Cause

If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the BPUB shall thereupon have the right to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Service Provider under this Contract shall become the property of the BPUB, except as provided by Paragraph 5 of this Contract, and Service Provider shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the BPUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Service Provider shall not be relieved of liability to the BPUB for damages sustained by the BPUB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Service Provider, and the BPUB may withhold any payments to Service Provider for the purpose of reasonable setoff until such time as the exact amount of damages due the BPUB from Service Provider is determined.

Service Provider agrees that the BPUB shall have all rights and remedies afforded to it at law to recover any damages sustained by the BPUB in connection with the work performed by Service Provider under the Contract. In the alternative, the BPUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

Service Provider and the BPUB may terminate this Contract for their convenience at any time by giving at least thirty (30) calendar days notice in writing to each other. If the Contract is terminated by the BPUB and/or Service Provider as provided herein, Service Provider will be paid for the time provided and expenses incurred up to the termination date, if such final compensation is approved by the BPUB, in its sole discretion. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Service Provider under this Contract shall become the property of the BPUB, except as provided by Paragraph 5 of this Contract, and Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the BPUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Service Provider shall not be relieved of liability to the BPUB for damages sustained by the BPUB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Service Provider, and the BPUB may withhold any payments to Service Provider for the purpose of reasonable setoff until such time as the exact amount of damages due the BPUB from Service Provider is determined.

Service Provider agrees that the BPUB shall have all rights and remedies afforded to it at law to recover any damages sustained by the BPUB in connection with the work performed by Service Provider under the Contract. In the alternative, the BPUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

The BPUB may, from time to time, request changes in the Scope of the Services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the amount of Service Provider's compensation, or time for performance, which are mutually agreed upon by and between the BPUB and Service Provider, shall be incorporated in written amendments to this Contract. Any such work orders or change orders shall be executed by the General Manager and CEO of the BPUB, or other authorized representative as designated by the General Manager and CEO or BPUB Board.

13. Reports and Information

Service Provider, at such times and in such forms as the BPUB may reasonably require, shall furnish the BPUB such periodic reports as BPUB may reasonably request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Pursuant to Chapters 106 and 110 of the Texas Civil Practice and Remedies Code and BPUB local policies, no person shall, on the grounds of race, religion, gender, sexual orientation, age, physically challenged condition or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Service Provider and the BPUB.

15. Incorporation of Provisions Required by Law

Each provision and clause required by State and federal law to be inserted into this Contract shall be deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract and its Exhibits and any future written change or work orders constitute the entire agreement, and supersedes all prior agreements and understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Service Provider under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it, and all statements contained in any document required by the BPUB, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that the BPUB or Service Provider shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond the control of the BPUB or Service Provider, and the BPUB or Service Provider have taken reasonable measures to remove or mitigate such Force Majeure, then the BPUB or Service Provider may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Cameron County, Texas.

22. Time for Performance

Service Provider's technical and professional services described in Exhibit "A" shall be completed in accordance with the performance schedule as outlined in Exhibit "C," except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, or binding arbitration, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear their own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless another location is mutually agreed upon. If the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas, for administration.

EXECUTED in triplicate originals on this ____ day of _____, 20____.

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, _____ of
_____, a _____ on behalf of said
_____.

Notary Public, State of _____

EXECUTED in triplicate originals on this ____ day of _____, 20____.

BROWNSVILLE PUBLIC UTILITIES BOARD

ATTEST:

_____, Secretary

By: _____
Name: John S. Bruciak, P. E.
Title: General Manager and CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the ____ day of _____,
20____, by JOHN S. BRUCIAK, P. E., General Manager and CEO of the CITY OF
BROWNSVILLE PUBLIC UTILITIES BOARD.

Notary Public, State of Texas

EXHIBIT A

Proposed work plan shall include, but not be limited to, the following summarized tasks:

EXHIBIT B COMPENSATION

BPUB shall pay Contractor for reimbursable Services directly related to the Project. Reimbursable Services include Services and reimbursable expenses attributed to the performance of the Scope of Services identified in Contract Exhibit "A" and any supplemental amendments to the Contract.

Contractor proposes to perform all work and Services described in Exhibit "A", Scope of Services for the not-to-exceed fee of \$_____. Invoices will be submitted monthly. Should the work and Services be completed for less than that amount, BPUB will only be billed for actual work and Services completed. Costs for trips to Brownsville covering the Project orientation/data collection meeting and attendance at BPUB Board meeting(s), if applicable, is included in the fee. If additional meetings and/or Services are authorized by BPUB beyond those described above, BPUB will be billed based on then current standard hourly rates for personnel involved in the Project. Contractor is willing to adjust the proposed Scope and not-to-exceed fee to best meet the specific needs of BPUB.

The maximum compensation for all Services, including labor overhead and reimbursable expenses, shall not exceed the amount in the Contract and any authorized supplemental amendments to the Contract pursuant to any Work Orders issued under paragraph 12 of the Contract.

EXHIBIT “C”

PROPOSED SCHEDULE FOR

Consultant understands that the Proposed Scope of Services outlined herein in Exhibit “A” should be completed as expeditiously as possible and within _____ days (#) calendar days. Consultant proposes to initiate the Project by _____, subject to BPUB’s written authorization to proceed. It is understood that Consultant’s ability to complete the tasks within the mutually established time frame is dependent, in part, on the receipt of any necessary, existing and available data from BPUB at the beginning of the Project, and BPUB’s timely response with review comments and periodic input.

REQUIRED FORMS

FORM CHECKLIST

The following forms are be submitted as a part of the Bid/RFP/RFQ document

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

Prospective Bidders are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Bidders and Pre-Bid Disclosure Statement. When BPUB evaluates the Bids, it reviews indices regarding the prospective contractors' responsibility to perform the project based upon prior job performances for BPUB and other public owners. Additionally, BPUB carefully reviews the prospective contractors' responsiveness to the BPUB Bid Advertisement. Bidders should thoroughly check their submittal for completeness prior to responding to BPUB. Do not imbalance your Bid line items to overload portions of the work. Remember to answer all written questions in the Pre-Bid Disclosure Statement and then notarize it when signing. Bidders are often required to submit OSHA 300 Logs from prior job performance records as well. BPUB can, has, and will reject Bids that fail the responsibility and/or responsiveness standards so as to protect the integrity of the bidding process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)

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, or 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 this form with Bid)

The undersigned Firm, by signing and executing this proposal, certifies and represents to the Brownsville Public Utilities Board that Firm 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 proposal; the Firm also certifies and represents that they have 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 proposal, the Firm certifies and represents that they have neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this proposal on the basis of any consideration not authorized by law; the Firm also certifies and represents that they have not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this proposal; the Firm further certifies and represents that they have not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Firm 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 Brownsville Public Utilities Board in return for the person having exercised their person's official discretion, power or duty with respect to this proposal; the Firm 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 Brownsville Public Utilities Board in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF ITS 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 NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS PROPOSAL.

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE BID SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED BID MAY ALLOW THE OWNER TO REJECT A BID AS NON-RESPONSIVE.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

In accordance with Art. 601g, as passed by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(1) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(2) "Texas resident bidder " means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that_____

(Company Name) is a **resident Texas bidder** as defined in Art. 601g.

Signature: _____

Print Name: _____

I certify that_____

(Company Name) is a **nonresident bidder** as defined in Art. 601g. and our principal place of business is:_____

(City and State)

Signature: _____

Print Name: _____

Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:

Name of Company Performing Referenced Work:

What was the Period of Performance?		What was the Final Acceptance Date?
From:		
To:		
Dollar Value of Contract?		What Type of Contract?
\$ _____		<input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to Exceed <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other, Specify: _____

[illegible]

CONFIDENTIAL

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number	[][]-[][]-[][][][][][][]
or	
Employer identification number	[][][][]-[][][][][][][][][]

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none">• 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) <p style="margin-left: 20px;">Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p style="margin-left: 20px;"><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>	<ul style="list-style-type: none">• 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) <p style="margin-left: 20px;">Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p style="margin-left: 20px;"><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>
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CONFIDENTIAL

Form W-8BEN-E (Rev. October 2021) Department of the Treasury Internal Revenue Service	Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) <small>▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code. ▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information. ▶ Give this form to the withholding agent or payer. Do not send to the IRS.</small>	OMB No. 1545-1621																
Do NOT use this form for:																		
<ul style="list-style-type: none">• U.S. entity or U.S. citizen or resident W-9• A foreign individual W-8BEN (Individual) or Form 8233• A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI• A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) W-8IMY• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP• Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY																		
Instead use Form:																		
Part I Identification of Beneficial Owner																		
1 Name of organization that is the beneficial owner		2 Country of incorporation or organization																
3 Name of disregarded entity receiving the payment (if applicable, see instructions)																		
4 Chapter 3 Status (entity type) (Must check one box only): <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> Simple trust</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Partnership</td></tr><tr><td><input type="checkbox"/> Central Bank of Issue</td><td><input type="checkbox"/> Private foundation</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Foreign Government - Controlled Entity</td></tr><tr><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Disregarded entity</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Foreign Government - Integral Part</td></tr><tr><td colspan="4"><input type="checkbox"/> International organization</td></tr></table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part	<input type="checkbox"/> International organization			
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<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part															
<input type="checkbox"/> International organization																		
5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table style="width: 100%; border: none;"><tr><td style="vertical-align: top;"><input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XIII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.</td><td style="vertical-align: top;"><input type="checkbox"/> Nonreporting IGA FFI. Complete Part XIII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.</td></tr></table>			<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XIII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XIII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.														
<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XIII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XIII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.																	
6 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address). <table style="width: 100%; border: none;"><tr><td style="width: 70%;">City or town, state or province. Include postal code where appropriate.</td><td style="width: 30%;">Country</td></tr></table>			City or town, state or province. Include postal code where appropriate.	Country														
City or town, state or province. Include postal code where appropriate.	Country																	
7 Mailing address (if different from above) <table style="width: 100%; border: none;"><tr><td style="width: 70%;">City or town, state or province. Include postal code where appropriate.</td><td style="width: 30%;">Country</td></tr></table>			City or town, state or province. Include postal code where appropriate.	Country														
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For Paperwork Reduction Act Notice, see separate instructions.																		
Cat. No. 59689N		Form W-8BEN-E (Rev. 10-2021)																