



OCELOT SUBSTATION SITE GRADING

B048-25

Proposal Due Wednesday, April 16, 2025 until 5:00 PM
Proposal to Be Opened Thursday, April 17, 2025 at 2:30 PM

TABLE OF CONTENTS

Part I - contract specification

DESCRIPTION	PAGE No
LEGAL NOTICE AND INVITATION TO BID.....	1
INSTRUCTIONS TO BIDDERS	3
SPECIAL INSTRUCTIONS	4

BIDDING DOCUMENTS

BID SCHEDULE.....	20
BID BOND	23
CONTRACTOR’S PRE-BID DISCLOSURE STATEMENT	25
SUB-CONTRACTOR’S PRE-BID DISCLOSURE STATEMENT	28
REQUIRED FORMS	32

CONTRACT / SAMPLE FORMS

NOTICE OF AWARD	48
ACCEPTANCE OF NOTICE	49
NOTICE TO PROCEED.....	50
AGREEMENT	51
PERFORMANCE BOND	52
PAYMENT BOND	55
CERTIFICATE OF INSURANCE.....	58

PART II – TECHNICAL SPECIFICATIONS

DESCRIPTION	PAGE
SCOPE OF WORK.....	59

**LEGAL NOTICE
AND
INVITATION TO BID
B #048-25**

Sealed bids will be received by the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas ("BPUB"), at the PUB Purchasing Department office; 1155 FM 511, Olmito, Texas 78575 **until 5:00 PM, April 16, 2025** for the Project described in the Contract Documents and Specifications entitled:

OCELOT SUBSTATION SITE GRADING

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on April 17, 2025 at 2:30 PM. Bidders can request a copy of the bid tabulation by emailing hlopez@brownsville-pub.com. Vendors can call in at 2:30 PM, April 17, 2025 to (956) 214-6020 to listen to the bid opening.

Detailed specifications may be obtained at the following website: https://www.brownsville-pub.com/rfp_status/open/. **A pre-bid conference meeting will be held via conference call. Vendors can call (956) 214-6020 to attend the pre-bid conference on April 9, 2025 at 10:00 AM.**

Each bid, in duplicate, shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope: "**B048-25, OCELOT SUBSTATION SITE GRADING, April 16, 2025, 5:00 PM**". This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, Texas 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, City of Brownsville, Texas 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 BPUB, 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. BIDDER is required to execute a contract and furnish a Performance Bond, Payment Bond and a Certificate of Insurance. If the BIDDER fails to execute the contract and to furnish satisfactory Performance and Payment Bonds and Insurance Certificates within ten (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 BPUB as mutually agreed to liquidated damages, and not as a penalty. **No bid will be considered if the Bid Security is not submitted.**

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Brownsville Public Utilities Board, Purchasing

Office by the given deadline above. **No bids will be accepted via facsimile or electronic transmission.**

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

Diane Solitaire
Purchasing Department
(956) 983-6366

INSTRUCTIONS TO BIDDERS
Please submit this page upon receipt
Acknowledgment Form
OCELOT SUBSTATION SITE GRADING
B048-25

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

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

Check one:

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

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

Email: _____

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

Carrier: _____

Account: _____

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

If you are unable to send your bid, kindly indicate your reason for “No bid” above and return this form **via email to:** hlopez@brownsville-pub.com or to 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 EMAIL THIS PAGE TO EMAIL 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

or

Diane Solitaire,
Purchasing & Materials Manager
(956) 983-6366

- **Tentative Time Line**

1. April 7, 2025 through April 16, 2025 – Vendor bid preparation.
2. April 16, 2025 at 5:00 PM - **Vendor must submit bid, in duplicate, sealed in an envelope to:**

Diane Solitaire, Purchasing & Materials Manager
1155 FM 511
Olmito, TX 78575

Bid #048-25 – OCELOT SUBSTATION SITE GRADING

Due: **April 16, 2025 at 5:00 PM CST**

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

1. April 9, 2025 – Pre-bid meeting via conference call
2. April 11, 2025 – Last day to submit questions
3. April 17, 2025 – Open bids at 2:30 PM
4. April 18 – April 25, 2025 - Evaluate bids
5. April 28, 2025 - Provide Final Recommendations
6. May 12, 2025 - Send to Utilities Board for approval
7. Term of contract will commence May 2025

- **“Or Equal”**

Brand name and/or manufacturer's references used in this Request are descriptive – not restrictive – they are intended to generally indicate type and quality desired. Brands of like nature and quality will generally be considered. If bidding on other than referenced Specifications, please provide complete descriptive information of said material/equipment article. BPUB also reserves the legal right to specify a “sole source” component if such component is critical for integration to

a larger assembly and alternative manufactured items will not meet the design and/or performance needs of the BPUB, in BPUB's sole discretion.

- **Pricing**

Bid unit prices on BPUB estimated quantities specified, extend and show total. In case of errors in extension, unit prices expressed in written words and not numerals, shall govern. Prices shall remain firm throughout the Contract.

All fields (UNIT PRICE & TOTAL PRICE) in the Bid Schedule must be filled in. The data must be complete to identify any bidding brand called for specifically.

Failure to submit any of the above information with the sealed bid may disqualify bid as non-responsive.

- **Contractor Representative**

The successful contractor agrees to send a personal representative with binding authority for the company to the Brownsville Public Utilities Board, upon request, to make any minor clarifications or adjustments and/or assist with the coordination of all transactions as needed to allow Contract entry.

- **Quality of Products**

All material and equipment items specified must be new, and 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. Price
2. Responsibility of the contractor to perform the intended work and responsiveness to the bid request.
3. Compliance with requirements of the technical specifications
4. Quality of performance on previous work on similar contracts
5. Recent successful completion of similar projects
6. BPUB financial and legal responsibility evaluations of any identified teaming arrangements involving significant joint ventures, subcontractors, and suppliers.
7. Safety record will be considered when determining the responsibility of the bidder

- **Contract with Vendor/Entity Indebted to BPUB**

It is a policy of the BPUB to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to BPUB.

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

The BPUB has implemented a payment service for vendors/contractors by depositing the contract payment directly to the contractor's/vendor's bank account. Successful vendor(s)/contractors 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, aW9 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 City of Brownsville and its Brownsville Public Utilities Board are exempt from Federal Excise Tax, State Tax and local sales Taxes. Do not include any taxes in the bid proposal. If it is later 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 by BPUB 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, national origin, age, religion, gender, sexual preference, marital or veteran status, or physically challenging condition.

- **Contract and Purchase Order**

The services shall be completed in a timely manner as specified in specifications. A contract for the services will be placed into effect by means of a purchase order issued by the Brownsville Public Utilities Board after tabulation and final Contract 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 award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bid.
4. The right to extend the total bid beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and vendor/contractor) and if bidder/vendor holds original bid prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.
6. The right to increase or decrease quantities. In bid, stipulate whether an increase or decrease in quantities will affect bid price
7. 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 written ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department. **Addenda will be e-mail 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 prior to submitting a response to the Invitation to Bid to ascertain if any/all 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 also be posted on BPUB'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 **“OCELOT SUBSTATION SITE GRADING.”**

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 **Cesar Cortinas, Director of Electrical Engineering Dpt. at telephone no. 956-983-6216.**

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
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:

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 agrees by submission of his bid to commence Work on the date to be specified in a written "Notice to Proceed" issued by the OWNER and to Substantially Complete the Project as provided in Article 2 of the Construction Agreement.

BIDDER agrees by submission of his bid to pay as mutually agreed to liquidated damages, and not as a penalty, the sum as provided in said Construction Agreement, Article 2.

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:

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: (RESERVED)

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 and Safety Record.
 - (i) An organization chart showing the names of field management, supervisory, technical personnel, and number of employees/workforce available 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.
 - (ii) The experience record of the Contractor's field superintendent(s) shall be submitted with the bid.
 - (iii) The Contractor's job-safety record summary for the previous five (5) years
 - (iv) The two most recent year's Financial Statements
 - (v) List of three (3) projects completed by CONTRACTOR of both similar size and scope over the past five (5) years

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: (RESERVED)

Each BIDDER shall be responsible for determining prior to bidding, the types of subsurface materials which will be found in the event that any new footings and upright structural supports for the Project are required. 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 side slopes, 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 storm water 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 OWNER, public, and any job site working personnel, will be mitigated. 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.

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.

BID
B048-25
OCELOT SUBSTATION SITE GRADING

Place: BPUB Purchasing Department
1155 FM 511, Olmito, TX 78575

Due Date: April 16, 2025 at 5:00 PM

Bid of _____ hereinafter called "BIDDER," a _____ (insert type of legal entity e.g. corporation, partnership, individual with d/b/a, etc.) organized and existing under the laws of the State of _____.

To: the Public Utilities Board of the City of Brownsville, Texas, hereinafter called "OWNER."

Gentlemen:

The undersigned BIDDER, in compliance with your Invitation to Bid for the **OCELOT SUBSTATION SITE GRADING**, having read and examined the Plans and Specifications with related Documents and visited the site of the proposed Work, and being familiar with all of the federal, state and local conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the Total Base Bid Amount prior to OWNER options on additive/deductive alternates of: (in words and numeric figures)

_____. These price(s) are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this bid is a part. These price(s) are firm and shall not be subject to adjustment, provided this Bid is accepted by OWNER within ninety (90) calendar days after the time set for receipt of bids.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the OWNER.

BIDDER agrees to perform all Work for which he contracts as described in the Plans and Specifications for the unit prices and/or lump sums shown on the attached Bid Schedule.

**BID SCHEDULE
 BASE BID – B048-25
 BROWNSVILLE PUBLIC UTILITIES BOARD**

The Bidder, in compliance with the Invitation for Bids for the OCELOT SUBSTATION SITE GRADING, having examined the scope of work and written Specifications, hereby proposes to furnish construction services for the following Unit prices .

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
A.	Clear & Grub (Including Offsite Disposal)	\$ /YD3	\$
B.	Pad Development (Establish Grades/Slopes) including Contractor supplied Select Fill	\$ /YD3	\$
C.	Finish Grade (Crushed Limestone Base) including Contractor supplied material	\$ /YD3	\$
A+B+C	TOTAL BID	\$	

TOTAL AMOUNT OF BID (ITEMS A-C): \$ _____

 (written in words)

NOTE: Quantities are estimated. The Brownsville PUB reserves the right to increase or decrease quantities as allowed by Texas law (plus or minus 25%) and as deemed necessary by OWNER, without impacting the quoted unit prices. Prospective bidders are encouraged to visit and assess the existing Project site and structures prior to submitting a bid.

BIDDER Acknowledges receipt of the following Addenda:

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the Work at the Project site with his own forces and that specific portions of the Work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Work Subcontracted

Name of Subcontractor

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bid amounts are to be legibly shown in both words and figures. In case of discrepancy, the unit price shown in words will govern.

The above unit prices shall include all labor, materials, excavation, bailing, shoring, removal, backfill, overhead, profit, insurance, etc., to cover the finished Work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening.

The undersigned hereby declares that only the persons or firms interested in the bid as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company, or parties likewise submitting a bid or bid; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal Contract attached within ten (10) days and deliver the Bonds and Insurance Certificates as required under the GENERAL CONDITIONS. The Bid security attached in the sum of _____ (\$ _____) is to become the property of the OWNER in the event the Contract, Bonds, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby; otherwise the Bid security will be returned upon the signing of the Contract and delivering the approved Bonds and insurance certificates.

Seal affixed here if BID is by a Corporation:
Respectfully submitted,

By: _____
Signature **(failure to sign disqualifies bid)**

Title

Address

Attest: _____

BID BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CAMERON §

THAT WE, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS as OWNER in liquidated damages (not as a penalty) 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 **OCELOT SUBSTATION SITE GRADING**.

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 payment and performance bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall furnish insurance certificates, 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, and be listed as approved federal sureties in the most recently issued (as of the date of legal notice) edition of the U. S. Treasury Circular 570.

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, so long as that information does not constitute a condition, qualification or exception to the Bid Submittal.

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 within the last five (5) years? List most recent FIRST.

Contract	Type of Work	Date Completed	Owners Name and Address	Amount

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

Contract	Type of Work	Date Completed	Owners 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 binding arbitrations and/or 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 price 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 requests any person, firm or corporation to furnish any information requested by the 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 the general contractor's 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 subcontractor 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. Have you ever previously worked as a subcontractor for this general contractor?
___Yes___No; If yes, list the three most recent projects in which your company has served as a subcontractor to this general contractor.

5. What projects has your organization completed within the last five (5) years? 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 finding arbitrations and/or 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 subcontract is awarded to you by the general contractor, 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 subtier 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 prices totals used in preparing your subcontractor 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: _____

REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Required Forms (if applicable)	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"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	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	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>

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.

ETHICS STATEMENT
(Complete and return with bid)

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

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
(Complete and Return with Bid)**

Name of Entity: _____

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

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

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY & SUBMITTED WITH BID RESPONSE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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: _____

Organization Name
State Law Verifications

I, _____ (Person’s name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as the “Company”) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath as follows:

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board (“BPUB”) Request for Bids B048-25 (the “RFB”), the responding Company represents that, to the extent this proposal submission or any contracts executed in response to this proposal constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company, (1) does not boycott Israel and (2) will not boycott Israel through the term of any such contract. The term “boycott Israel” as used in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

- **VERIFICATION REGARDING NO DISCRIMINATION AGAINST FIREARMS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a

firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

- **VERIFICATION REGARDING NO ENERGY COMPANY BOYCOTTS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

Organization Name
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
(Company or Business name) _____
_____ (hereafter referred to as company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned
notary, do hereby depose and verify under oath that the company named- above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract providing that:
 - (1) "company" does not include a sole proprietorship; and
 - (2) the law applies only to a contract that:
 - (a) is between a governmental entity and a company with 10 or more full-time employees; and
 - (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds or the governmental entity

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

Special message: Please read the Special Notification regarding HB 1295 effective January 1, 2016, implemented by the Texas Ethics Commission, which requires business entities to provide a completed Form 1295 to Brownsville PUB with signed contracts in order to execute them.

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

To implement the law, the Texas Ethics Commission (TEC) adopted new rules necessary to prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form, Form 1295, on October 5, 2015. The commission also adopted new rules as part of Chapter 46 of the Texas Administrative Code on November 30, 2015.

On January 1, 2016, TEC made a new filing application available on their website for business entities to use to both create and file Form 1295. Business entities will enter the required information on Form 1295 within the application and print a copy of the completed form, which will include a certification of filing with a unique certification number. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be included with the signed contract to the governmental body or state agency in order for the governmental body to execute the contract.

Brownsville PUB will then notify the commission, using TEC's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

TEC will then post the business entity's completed Form 1295 to its website within seven (7) business days after receiving notice from Brownsville PUB acknowledging that it was received.

To obtain additional information on HB 1295, to learn more about TEC's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

NOTE: IF AWARDED THIS CONTRACT, FORM 1295 WILL BE SUBMITTED AT THE TIME THE SIGNED CONTRACT IS SUBMITTED TO BPUB. ___ YES _____ NO

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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.



BROWNSVILLE
PUBLIC UTILITIES BOARD

Contractor JSA Form



BROWNSVILLE
PUBLIC UTILITIES BOARD

JOB SAFETY ANALYSIS FORM

PROJECT NAME: [REDACTED]		DATE: [REDACTED]
PROJECT CONTRACTOR: [REDACTED]	POINT OF CONTACT & TEL #: [REDACTED]	ANALYSIS BY: [REDACTED]
BPUB DEPARTMENT: [REDACTED]	SECTION: [REDACTED]	REVIEWED BY: [REDACTED]
REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT: [REDACTED]		APPROVED BY: [REDACTED]
SEQUENCE OF BASIC JOB STEPS <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, nor more than 10 steps/task being evaluated.</i>	POTENTIAL ACCIDENTS OR HAZARDS <i>HAZARD CLASSIFICATION CATEGORIES: Struck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	RECOMMENDED SAFE JOB PROCEDURE <i>HAZARD CONTROL CATEGORIES: Engineer Out (New Way to Do, Change Physical Conditions or Work Procedures, Adjust/Modify/Replace Work Station Components/Tools, Decrease Performance Frequency), Personal Protective Equipment (PPE), Training, Improve Housekeeping.</i>
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

JOB SAFETY ANALYSIS WORKSHEET

Comments:

[REDACTED]

<u>Contractor Representative & Title</u>	<u>Signature</u>	<u>Date</u>
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

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)**

▶ 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.

OMB No. 1545-1621

Do NOT use this form for:

- 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)																	
<p>4 Chapter 3 Status (entity type) (Must check one box only):</p> <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></td> <td></td> <td><input type="checkbox"/> International organization</td> <td></td> </tr> </table> <p>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</p>		<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"/> International organization															
<p>5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; 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 XII). 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="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <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. 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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).																	
City or town, state or province. Include postal code where appropriate.	Country																
7 Mailing address (if different from above)																	
City or town, state or province. Include postal code where appropriate.	Country																

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 10-2021)

NOTICE OF AWARD

TO: _____

Project Description: **B048-25, OCELOT SUBSTATION SITE GRADING**

Dear Sir/Madam:

The Owner has considered the BID submitted by you for the above-described Work in response to its Legal Notice and Invitation to Bid dated April 16, 2025 and Instruction to Bidders.

You are hereby notified that after any Owner adjustments to the Base Bid Amount to account for Owner options regarding, your BID has been accepted in the final Contract Price amount of \$_____.

You are required by the Instructions to Bidders to execute the Construction Agreement and furnish any required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

In addition with the Bonds and Insurance Certificates, you must complete, execute, and submit a Contractor Job Safety Analysis (JSA) form. The JSA form is required prior to entering into a contractual agreement with the OWNER, and will be valid for a period of 30 days after which you must complete, execute and submit an updated JSA form. The completed JSA form is included as a part of the Contract Documents.

If you fail to execute this Agreement and furnish any required Bonds, Insurance Certificates, or other certifications within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned, and as a forfeiture of your BID BOND.

The Owner will be entitled to such other rights as may be granted by law and equity.

You are required to promptly sign and return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20__.

**BROWNSVILLE PUBLIC UTILITIES BOARD OF THE
CITY OF BROWNSVILLE, TEXAS**

By: _____
Name: Marilyn D. Gilbert, MBA
Title: General Manager / CEO

ACCEPTANCE OF NOTICE

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

_____ this ____ day
of _____, 20 ____.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

TO:

ADDRESS:

Contract For: **B048-25, OCELOT SUBSTATION SITE GRADING**

You are notified that the Contract Time under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion prior to final payment is _____, 20____.

Before you may start any Work at the site, material submittals must be submitted and approved by the BPUB before a Purchase Order is issued and prior to the purchase and shipment of materials.

Brownsville Public Utilities Board:
(Owner)

BY: _____
(Authorized Signature)

DATE: _____

NAME: Marilyn D. Gilbert

TITLE: General Manager/CEO

FOR: Brownsville Public Utilities Board

SAMPLE CONSTRUCTION AGREEMENT PENDING

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: **OCELOT SUBSTATION SITE GRADING.**

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

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: **OCELOT SUBSTATION SITE GRADING.**

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

INSERT CERTIFICATE OF INSURANCE

BPUB TECHNICAL SPECIFICATIONS

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