



**2025**

**CONTRACT DOCUMENTS**

**AND**

**SPECIFICATIONS**

**FOR**

**OCELOT SUBSTATION PERIMETER SECURITY FENCING**

**B049-25**

**Bid Due: April 23, 2025, 5:00 PM**  
**Bid Opening: April 24, 2025, 11:30 AM**

## TABLE OF CONTENTS

	PAGE #
LEGAL NOTICE AND INVITATION TO BID .....	LN-1 to LN-2
INSTRUCTIONS TO BIDDERS .....	IB-1 to IB-16
 <u>BIDDING DOCUMENTS</u>	
BID AND BID SCHEDULE .....	BS-1 to BS-4
BID BOND .....	BB-1 to BB-2
CONTRACTOR'S PRE-BID DISCLOSURE STATEMENT .....	CPBD-1 to CPBD-4
SUBCONTRACTOR'S PRE-BID DISCLOSURE STATEMENT.....	SPBD-1 to SPBD-4
NOTICE OF AWARD .....	NA-1
ACCEPTANCE OF NOTICE .....	NA-2
NOTICE TO PROCEED .....	NP-1
AGREEMENT .....	A-1
PERFORMANCE/PAYMENT BOND .....	PP-1 to PP-7
CERTIFICATE OF INSURANCE .....	COI-1
BPUB TECHNICAL SPECIFICATIONS .....	TS-1-24
REQUIRED FORMS .....	1 to 12



**LEGAL NOTICE  
AND  
INVITATION TO BID  
B 049-25**

Sealed bids will be received by the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas ("BPUB"), at the BPUB Purchasing Department office; 1155 FM 511; Olmito, Texas 78575 **until 5:00 PM, April 23, 2025** for the project described in the Contract Documents and Specifications entitled:

**OCELOT SUBSTATION PERIMETER SECURITY FENCING**

Bids will be publicly opened and read aloud on April 24, 2025 at 11:30 AM. Bidders can request a copy of the bid tabulation by emailing [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com). Vendors can call (956) 214-6020 at 11:30 AM, April 24, 2025 to listen to the bid opening.

Detailed specifications may be obtained at the following website: [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/)

A set of the bid document shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"SEALED BIDS FOR OCELOT SUBSTATION PERIMETER SECURITY FENCING, APRIL 23, 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 Brownsville PUB, as mutually agreed to liquidated damages, and not as a penalty, the amount specified in the Bond unless he enters into a contract in accordance with his bid. If the 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 Brownsville PUB as mutually agreed to liquidated damages, and not as a penalty. **No bid will be considered if the Bid Security is not submitted.**

The Brownsville PUB 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 submission.**

The Brownsville PUB 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.

By:

*Diane Solitaire*  
Purchasing Department  
(956) 983-6366

**INSTRUCTIONS TO BIDDERS**

**Please submit this page upon receipt.**

Acknowledgment Form

B049-25 Ocelot Substation Perimeter Security Fencing

For any clarifications, please contact Hugo E. Lopez at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 or via e-mail: [hlopez@brownsville-pub.com](mailto: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](mailto:hlopez@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 9, 2025 through April 23, 2025 - Vendors work on bid.
2. April 23, 2025 at 5:00 PM - **Vendor must submit two (2) sets of the bid documents sealed in an envelope to:**

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

**Bid #B049-25 Ocelot Substation Perimeter Security Fencing**  
**Due: April 23, 2025 at 5:00 PM**

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

3. April 18, 2025 – Last day to submit questions
4. April 24, 2025 – Open bids at 11:30 AM
5. April 25, 2025 – April 28, 2025 - Evaluate bids
6. April 28, 2025 - Provide Final Recommendations
7. May 12, 2025 - Send to Utilities Board for approval

- **Or Equal (NOT APPLICABLE TO THIS CONTRACT)**

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

- **Pricing**

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. **Price shall remain in effect throughout the duration of the project.**

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

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

- **Vendor Representative**

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

- **Quality of Products**

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

- **Determining Factors for Award**

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

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

It is a policy of 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**

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

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not

made available to BPUB, 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**

BPUB is exempt from Federal Excise Tax, State Tax and Local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

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

- **EEOC Guidelines**

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

- **Contract and Purchase Order**

The work shall be completed in a timely manner as specified in specifications. A contract for the work will be placed into effect upon final approval by the Brownsville PUB Board of Directors.

- **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 formal bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all formal bids and to make awards as they may appear to be advantageous to the Brownsville Public Utilities Board. The bidder must indicate "all or none" in the formal bid if the above-stated condition is not acceptable.
3. The right to hold bid for ninety (90) days from submission date without action, and to waive all formalities in bidding.
4. The right to extend the total formal bid quote beyond the original 90-day period prior to an award if agreed upon in writing by both parties and if low bid holds firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.

6. In bid, stipulate whether the increase or decrease will affect bid price. The bid prices will remain firm throughout the contract from date of Purchase Order, unless otherwise stipulated.
7. Brownsville PUB has the right to increase or decrease services or number of crews.
8. The Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

Any interpretation, correction, or change to the bid will be made by ADDENDUM. Changes or corrections will be issued by the BPUB Purchasing Department. **Addenda will be emailed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB prior to submitting a response to the invitation to Bid to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to formal bid. Addenda may also be posted on BPUB's webpage.

#### **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 Perimeter Security Fencing**".

The OWNER may consider formal 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 BIDDER, 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 BIDDER should have been on notice as a result of such a diligent Project site visitation. Visits to the sites shall be arranged by calling **Cesar Cortinas, Director of Electrical Engineering Department**, with the Brownsville PUB at **(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), in a sealed envelope bearing on the outside the name of the BIDDER, his address, and the name of the Project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid itself must be enclosed in another mailing envelope addressed as specified in the bid form.

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

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

#### **5. DISCLOSURE BY BIDDER:**

Each BIDDER shall submit with the bid documents, on the form furnished for that purpose, his Pre-Bid Disclosure Statement showing his experience record in performing the type of work embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the OWNER, a detailed financial statement. The OWNER shall have the right to take such steps as it deems necessary, including telephonic contact to other owner references, to determine the ability and responsibility of the BIDDER to perform his obligations

under the Contract and the BIDDER shall be responsive in furnishing the OWNER all such information and data for this purpose as it may request. OWNER reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the OWNER that the BIDDER is responsible to properly carry out the terms of the Contract. This shall also apply to any proposed subcontractor(s).

#### **6. SUBCONTRACTS:**

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

#### **7. BID SECURITY:**

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

#### **8. ADDENDA AND INTERPRETATIONS:**

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

Any interpretation, correction, or change of the bid documents will be made by ADDENDUM only. Changes or corrections will only be issued by the Brownsville PUB Purchasing Department. **Addenda will be emailed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors/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. Addenda may also be posted on BPUB's webpage.

#### **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 Complete the Project within One Hundred Twenty (120) consecutive calendar days.

BIDDER agrees by submission of his bid to pay as mutually agreed to liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per calendar day for each consecutive calendar day that the Project is not complete beyond **One Hundred Twenty (120) consecutive** calendar days.

**17. NOTICE OF SPECIAL CONDITIONS:**

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

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

**18. LAWS AND REGULATIONS:**

The BIDDER's attention is directed to the fact that all applicable federal, State and local laws,

statutes, ordinances, codes and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be mutually deemed to be included in the Contract, the same as though herein written out in full.

**19. EQUAL EMPLOYMENT OPPORTUNITY:**

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

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

A pre-bid meeting between the OWNER, prospective bidders, suppliers, etc., will be held to answer any questions concerning the Work. No Addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written Addendum will be issued by the OWNER to all pre-bid conference attendees. The pre-bid meeting will be held at the place, time and date indicated in the Legal Notice. Interested parties are invited to attend. Attendance at the Pre-Bid Conference is NON-MANDATORY, for all contractors and suppliers interested in bidding the Work for the Project.

**21. SUBMITTAL OF TRENCH SAFETY DESIGN: (NOT APPLICABLE TO THIS PROJECT)**

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 sideslopes, as generally indicated on the PLANS, to preclude erosion of the soil. Such operations should be timed consistent with the actual need for doing the Work and only to leave raw, unprotected surfaces for a minimum of time.

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

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

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

## **27. SAFETY PROVISIONS:**

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the 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**

B049-25

Place: PUB Purchasing Department

1155 FM 511

Olmito, Texas 78575

Due Date: **April 23, 2025 at 5:00 PM**

Bid of \_\_\_\_\_ hereinafter called BIDDER, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or, a partnership, or an individual doing business as \_\_\_\_\_.

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

Gentlemen:

The BIDDER, in compliance with your invitation for formal bids for , having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the repairs of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to provide services for the project in accordance with the contract documents, within the time set forth herein, and at the prices shown in the attached Bid Schedule. 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 within ninety (90) 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 and to fully complete the **Ocelot Substation Perimeter Security Fencing** within the time set forth in the Construction Contract.

BIDDER agrees to perform all work for which they contract as described in the specifications for the unit prices shown on the attached Bid Schedule:

**BID SCHEDULE**  
**B049-25**  
**Ocelot Substation Perimeter Security Fencing**

.....  
 The Bidder, in compliance with the invitation for formal bids for the **Ocelot Substation Perimeter Security Fencing** project having examined the scope of work and written specifications, hereby proposes to furnish a “turn-key” job with Labor, Equipment, Materials, and Parts for the following:

DEMOLITION BID	
DESCRIPTION	UNIT PRICE
Removal and Disposal of Existing Barbed Wire \$ / foot	\$ _____ / foot

NEW CONSTRUCTION BID				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
A.	Precast Concrete Fence	215	\$ _____ / foot	\$
B.	30' Vehicle Gate (Spec. Section 4.4)	2	\$ _____ / each	\$
C.	5' Personnel Gate (Spec. Section 4.4)	1	\$ _____ / each	\$
D.	<b>Precast Concrete Total (A + B + C)</b>			\$
E.	Chain Link Fence	1,040	\$ _____ / foot	\$
F.	30' Vehicle Gate (Spec. Section 3.5 to 3.7)	2	\$ _____ / each	\$
G.	<b>Chain Link (E+F)</b>			\$
H.	<b>TOTAL NEW CONSTRUCTION BID (D + G)</b>			\$

**GRAND TOTAL BID ITEMS**

\$ \_\_\_\_\_

**GRAND TOTAL BID ITEMS (WRITTEN IN WORDS):**

\_\_\_\_\_  
\_\_\_\_\_

BPUB will evaluate the overall cost proposed by bidders.

NOTE: The Brownsville PUB reserves the right to increase or decrease quantities as deemed necessary.

BIDDER Acknowledges receipt of the following addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACTORS.** The undersigned BIDDER proposes that they will be responsible to perform the work at the project site with their 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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Amounts are to be shown in both words and figures. In case of discrepancy, the amount 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) days after the scheduled closing time for receiving bids.

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 proposal; 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 Insurance Certificates and Bonds as required under Article 5 of the General Conditions.

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 PERIMETER SECURITY FENCING**.

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 sub-tier 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: \_\_\_\_\_

**NOTICE OF AWARD**

TO:

Project Description: **B049-25, OCELOT SUBSTATION PERIMETER SECURITY FENCING**

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 for Bids and Instruction to Bidders, dated April 23, 2025.

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

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

Before Work commences, the material/equipment submittals will have to be approved by the BPUB representative Engineer. Signing of the Notice to Proceed and Purchase Order by BPUB are pending approval of the submittals.

If you fail to execute the attached Agreement and furnish any required insurance certificates and bonds 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.

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner's Director of Electrical Engineering Department

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

TO:

ADDRESS:

Contract For: **B049-25, OCELOT SUBSTATION PERIMETER SECURITY FENCING**

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 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, MBA

TITLE: General Manager/CEO

FOR: Brownsville Public Utilities Board

\*\*\*SAMPLE AGREEMENT PENDING\*\*\*



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 PERIMETER SECURITY FENCING.**

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**

This page left blank intentionally

REQUEST FOR BID (RFB)  
COVER LETTER



---

5706 SW 45<sup>TH</sup> AVENUE  
AMARILLO, TEXAS 79109-5284  
(806) 376-9678 FAX (806) 376-1931

[MikeG@egpe.biz](mailto:MikeG@egpe.biz)      [MichaelJ@egpe.biz](mailto:MichaelJ@egpe.biz)

To: Fence Bidders

Subject: Brownsville Public Utilities Board (BPUB)  
Ocelot Substation – Substation Fence  
Request for Bid

Attached is a request for bid (RFB) for one (1) perimeter security fence for the BPUB Ocelot Substation project located in Brownsville, Texas on Morrison Rd (0.6 miles west of Interstate-69E).

Project Coordinates: 25° 57' 55.00" N, 97° 31' 17.00" W

Scope, Details, and Deliverables include (see specification for full, detailed scope of responsibilities):

- ❖ The Fence Contractor shall furnish and construct one (1) complete perimeter security fence consisting of decorative precast concrete, chain link, and gates according to the project specifications and drawings. Only complete bids that include both precast concrete and chain link construction will be considered.
- ❖ The total fence system shall be approximately 1,380 linear feet (inclusive of gates). The precast concrete fence is estimated to be approximately 215 linear feet plus two (2) 30'-0" wide vehicle gates and one (1) 5'-0" wide personnel gate. The chain link fence is estimated to be approximately 1,040 linear feet plus two (2) 30'-0" wide vehicle gates. The fence shall be constructed as shown on drawing *E2-1* (Site Overview), *E2-2* (General Arrangement), and *E2-8* (Property Fence & Details).
- ❖ The Fence Contractor shall furnish all materials, labor, supervision, tools, offices, apparatus, equipment, sampling and testing services, construction staking, utility locates, and conveyances necessary for the construction of the complete substation fence.
- ❖ The fence grounding hardware and materials will be supplied and installed by the substation Erection Contractor and are not within the scope of the Fence Contractor; however, the heavy-duty decorative metal gates shall have provisions included for attachment to the ground grid.
- ❖ The Fence Contractor shall include in their bid a cost per linear foot (\$/ft) to remove and dispose of the existing barbed wire fence. The barbed wire fence to be removed will be identified by the Owner and communicated to the Fence Contractor prior to the start of construction.
- ❖ The Fence Contractor shall assume one (1) mobilization will be required. Any additional or supplemental mobilizations shall be at the expense of the Fence Contractor and associated costs shall not be passed along to the Owner. The Fence Contractor shall complete the substation fence by 9/1/2025.

Any exceptions taken to the scope, details, deliverables, or specifications shall be clearly stated in your bid submittal and prior to commencing work.

We are requesting that all bid and construction activities adhere to the following schedule:

ACTIVITY	DATE
Bid Due Date	See BPUB Advertisement
Contractor Material Submittal/Approvals Due	15 days following Notification of Award
Construction Completion Date	9 / 1 / 2025

If you are unable to meet the dates listed above, please respond with your earliest possible date for completion.

DEMOLITION BID	
DESCRIPTION	UNIT PRICE
Removal and Disposal of Existing Barbed Wire	\$ / foot

NEW CONSTRUCTION BID				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
A.	Precast Concrete Fence	215	\$ / foot	\$
B.	30' Vehicle Gate (Spec. Section 4.4)	2	\$ / each	\$
C.	5' Personnel Gate (Spec. Section 4.4)	1	\$ / each	\$
D.	<b>Precast Concrete Total (A + B + C)</b>			\$
E.	Chain Link Fence	1,040	\$ / foot	\$
F.	30' Vehicle Gate (Spec. Section 3.5 to 3.7)	2	\$ / each	\$
G.	<b>Chain Link Total (E + F)</b>			\$
H.	<b>TOTAL NEW CONSTRUCTION BID (D + G)</b>			\$

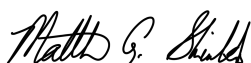
Owner: Mr. Hugo Lopez – Purchasing Administrator  
 Brownsville Public Utilities Board (BPUB)  
 Phone: (956) 983-6375  
 Email: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com)

Engineer(s): Ellett & Gaynor, LLC  
 5706 SW 45<sup>th</sup> Avenue  
 Amarillo, TX  
 79109-5284  
 PH: (806) 376-9678  
 FAX: (806) 376-1931

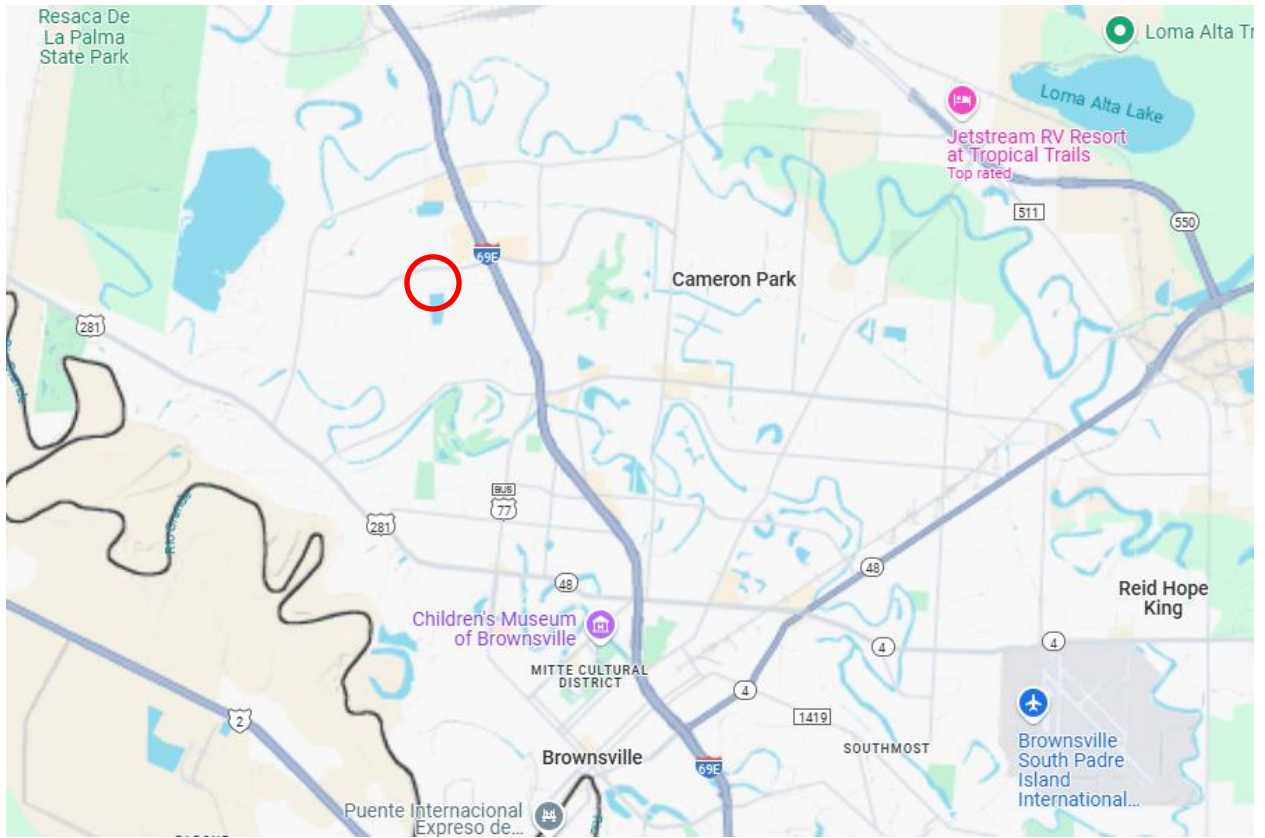
Mr. Michael Jaco, P.E.  
[MichaelJ@egpe.biz](mailto:MichaelJ@egpe.biz)  
 Mr. Mike Gaynor, P.E.  
[MikeG@egpe.biz](mailto:MikeG@egpe.biz)  
 Mr. Matt Shields, P.E.  
[MattS@egpe.biz](mailto:MattS@egpe.biz)

Should you have any questions, please contact Mr. Hugo Lopez.

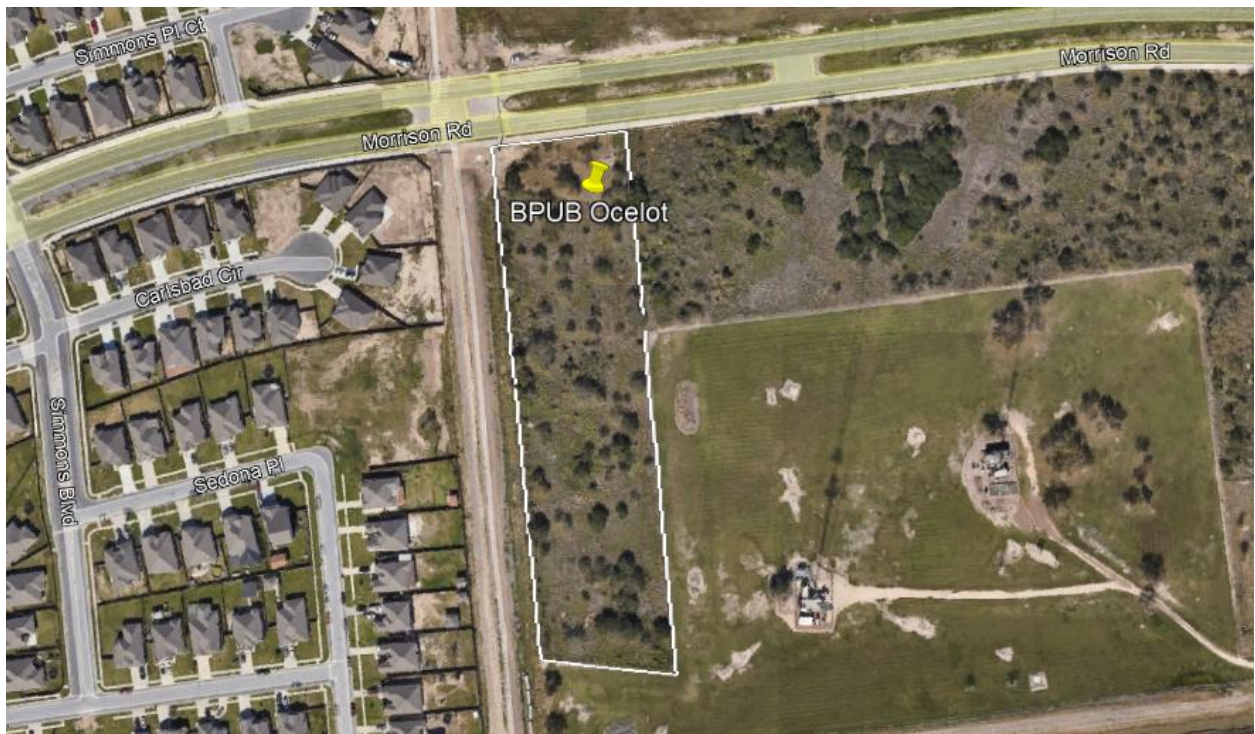
Sincerely,

Matt Shields, P.E. 

## APPENDIX



Site Map



Property Overview

**SPECIFICATION FOR  
SUBSTATION (PERIMETER  
SECURITY) FENCE**

**SPECIFICATION FOR  
SUBSTATION (PERIMETER SECURITY) FENCE**

for



**B R O W N S V I L L E  
PUBLIC UTILITIES BOARD**

---

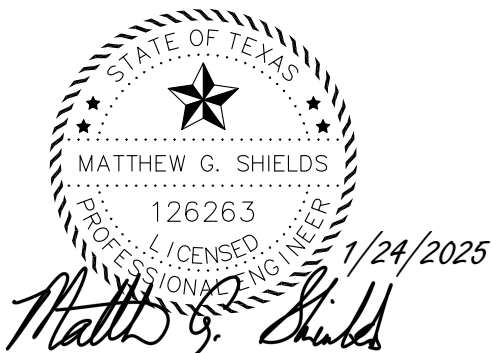
**OCELOT SUBSTATION**

1425 ROBINHOOD DR.

BROWNSVILLE, TEXAS 78521

**REVISION 0**

ELLETT & GAYNOR, LLC  
Professional Engineers  
5706 SW 45th Avenue  
Amarillo, Texas 79109-5284  
Phone: (806) 376-9678  
Fax: (806) 376-1931  
Emails(s): MikeG@egpe.biz  
MichaelJ@egpe.biz  
MattS@egpe.biz



# **SUBSTATION FENCE SPECIFICATION**

## **TABLE OF CONTENTS**

<b>Section</b>	<b>Page No.</b>
1.0 SCOPE .....	3
2.0 GENERAL .....	4
3.0 CHAIN LINK DESIGN AND MATERIALS .....	5
4.0 PRECAST CONCRETE DESIGN AND MATERIALS .....	10

## SUBSTATION FENCE SPECIFICATION

### 1.0 SCOPE

- 1.1 These specifications are general in scope and describe the materials and work necessary to construct a perimeter security fence for an electric substation for the Brownsville Public Utilities Board (BPUB) located in Brownsville, Texas.

Latitude: 25° 57' 55.00" N                      Longitude: 97° 31' 17.00" W

The Fence Contractor shall furnish and construct a complete perimeter security fence according to the following specifications and referenced drawing(s).

The substation fence shall be approximately 1,380 total linear feet (inclusive of gates) and shall be constructed as shown on drawing *E2-1* (Site Overview), *E2-2* (General Arrangement), and *E2-8* (Property Fence & Details), including a total of four (4) thirty-foot wide (30'-0") vehicle entrance double-gates and one (1) five-foot wide (5'-0") personnel single-gate.

The substation fence shall consist of pre-cast concrete panels (215 linear feet) and chain link (1,040 linear feet). The two (2) double-gates and one (1) single-gate on the north end of the property shall be heavy-duty metal (steel or approved alternative). The two (2) double-gates on the south end of the property shall be standard, chain-link.

- 1.2 The Fence Contractor shall furnish all materials, labor, supervision, tools, offices, apparatus, equipment, sampling and testing services, and conveyances necessary for the construction of the complete substation fence.

The Fence Contractor shall be responsible for executing, coordinating, scheduling, maintaining, and paying for the fence layout staking. Any replacement staking shall be the responsibility of the Fence Contractor. If staking is excluded from the Fence Contractor's bid/proposal it shall be clearly stated and listed as an exclusion.

The Fence Contractor shall be responsible for all utility locates and 811 requests.

The Fence Contractor shall submit product data sheets, color options, and shop drawings for review and approval by the Owner and Engineer prior to beginning any fabrication or construction activities.

- 1.3 The fence grounding hardware and materials will be supplied and installed by the substation Erection Contractor and are not within the scope of the Fence Contractor; however, provisions for bonding the heavy-duty decorative metal gates to the ground grid shall be provided by the Fence Contractor.
- 1.4 The Fence Contractor shall be responsible for the demolition and disposal of the existing barbed wire fence and associated gate(s) as identified by the Owner.
- 1.5 The Fence Contractor shall complete the substation fence by 9/1/2025 and coordinate the construction schedule with the Owner and Engineer.

## SUBSTATION FENCE SPECIFICATION

### 2.0 GENERAL

- 2.1 Intent: This specification states the conditions and requirements applicable to substation fences. It applies to one (1) fence complete with accessories specified hereinafter.
- 2.2 Standards: Applicable ASTM Standards, latest revisions and/or replacements (as applicable), as published by the *American Society for Testing and Materials* and indicated hereinafter.
- 2.3 Quality Assurance and Quality Control (QA/QC)
  - 2.3.1 The fence component manufacturer(s) shall implement a Quality Assurance (QA) program that employs processes and methods to prevent errors in the design and manufacturing process and to ensure adherence to all requirements.
  - 2.3.2 The fence component manufacturer(s) shall administer a Quality Control (QC) program that includes fabrication inspections and oversight to identify and resolve defects in the final product(s).
  - 2.3.3 The Fence Contractor shall administer a Quality Control (QC) program that includes construction inspections and oversight to identify and resolve defects in the final installation and function.
- 2.4 All invoices shall be addressed and delivered to the Owner for processing and payment. A copy of all invoices shall be delivered to the Engineer for record purposes.

The Engineer (Ellett & Gaynor, LLC) is acting as an agent of the Owner and shall not be listed as the end user, client, responsible party, or Owner in any contracts, agreements, or invoices.

### 2.5 Construction activities shall begin as specified by the Owner or Engineer.

**Owner:** Mr. Hugo Lopez – Purchasing Administrator  
Brownsville Public Utilities Board (BPUB)  
Phone: (956) 983-6375  
Email: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com)

**Engineer(s):** Ellett & Gaynor, LLC                      Mr. Michael Jaco, P.E.  
5706 SW 45<sup>th</sup> Avenue                                      [MichaelJ@egpe.biz](mailto:MichaelJ@egpe.biz)  
Amarillo, TX    Mr. Mike Gaynor, P.E.  
79109-5284    [MikeG@egpe.biz](mailto:MikeG@egpe.biz)  
PH: (806) 376-9678    Mr. Matt Shields, P.E.  
FAX: (806) 376-1931     [MattS@egpe.biz](mailto:MattS@egpe.biz)

## SUBSTATION FENCE SPECIFICATION

### 3.0 CHAIN LINK DESIGN AND MATERIALS

#### 3.1 General

- 3.1.1 Height: To extend a minimum of eight feet (8'-0") above grade, including one foot (1'-0") barbed wire overhang. The fence height shall gradually transition, as necessary, to match any adjacent fence height.
- 3.1.2 Scope: Fence fabric/mesh, line posts, gate posts, terminal posts, braces, barbed wire extension arms, three (3) lines of barbed wire, top rails, intermediate rails, snake wire mesh, gates, miscellaneous hardware (including, but not limited to, fittings, locks, latches, etc.), and concrete footings; all specified hereinafter. Fence Contractor shall submit product data sheets and shop drawings for review and approval by the Engineer prior to beginning any fabrication or construction activities.
- 3.1.3 Galvanizing: All galvanizing to withstand six (6) one-minute immersions in copper sulfate per ASTM A239, "Standard Practice for Locating the Thinnest Spot in a Zinc (Galvanized) Coating on Iron or Steel Articles", (commonly referred to as the Preece Test).

#### 3.2 Fabric/Mesh for Fence and Gates

- 3.2.1 Material: Two-inch (2") mesh, nine-gauge (9 ga) steel wire (minimum breaking strength of 1,200 lbs.), galvanized per ASTM A392, "Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric", class II (2.0 oz.).
- 3.2.2 Height: Seven feet (7'-0").
- 3.2.3 Include snake control wire mesh (hardware cloth) on the interior face of the fence with one-quarter inch (1/4") square grid openings, four feet (4'-0") wide roll, 23 ga, hot-dip galvanized. The bottom six inches (6") of the roll shall be bent at a 90-degree angle and placed below the surface cover rock. The snake mesh shall be tied to the fence mesh on two-foot (2'-0") centers along the top and bottom of the snake wire mesh panel.
- 3.2.4 Installation: The fabric/mesh shall be placed on the outside of the posts, stretched taut, and secured to the posts, top rail, and tension wire. Rolls of fabric shall be joined together by weaving a single strand into the end of the roll to form a continuous piece. The fabric/mesh shall be installed so that there is no more than two inches (2") of gap above the station surface cover rock
- 3.2.5 The Fence Contractor shall ensure a continuous barrier exists at the interface of the chain link fence and the precast concrete fence. At no point

## SUBSTATION FENCE SPECIFICATION

may the clear distance (gap) between the chain link fence and precast concrete fence sections exceed two inches (2”).

### 3.3 Line Posts

3.3.1 Material: 2-3/8" O.D. SS-40 (3.12 lb/ft) or schedule 40 (3.66 lb/ft) steel pipe, galvanized, per ASTM F1043/F1083 (“Specification for Strength and Protective Coatings on Steel Industrial Fence Framework”) or Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structure”) or ASTM A53 (“Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless”).

3.3.2 Height: Ten feet (10’-0”); Sufficient to accommodate seven feet (7’-0”) of fabric, extension arms for barbed wire, and to extend three feet (3’-0”) into concrete footings.

### 3.4 Terminal Posts

3.4.1 Material: 2-7/8" O.D. SS-40 (4.64 lb/ft) or schedule 40 (5.80 lb/ft) steel pipe, galvanized, per ASTM F1043/F1083 or ASTM A53.

3.4.2 Height: Ten feet (10’-0”); Sufficient to accommodate seven feet (7’-0”) of fabric, extension arms for barbed wire, and to extend three feet (3’-0”) into concrete footings.

### 3.5 Swing Gate Posts

3.5.1 Material: SS-40 or schedule 40 steel pipe, galvanized, per ASTM F1043/F1083 or ASTM A53.

3.5.2 Swing Gate Post Sizes based on Total Gate Width:

<u>Post Size</u>	<u>Nominal Wt.</u>	<u>For Single Gates</u>	<u>For Double Gates</u>
4" O.D.	6.56 lb/ft (SS-40)	Up to 12 ft.	Up to 24 ft
	9.12 lb/ft (Sch. 40)		
6-5/8" O.D.	19.0 lb/ft (Sch. 40)	Over 12 to 18 ft.	Over 24 to 36 ft

### 3.6 Sliding Gate Posts

3.6.1 Material: SS-40 or schedule 40 steel pipe, galvanized, per ASTM F1043/F1083 or ASTM A53.

## **SUBSTATION FENCE SPECIFICATION**

3.6.2 Sizes: 4" O.D., 6.56 lb/ft (SS-40) or 9.12 lb/ft (Sch. 40) for all size openings.

### 3.7 Gate Frames

3.7.1 Material: SS-40 or schedule 40 steel pipe, galvanized, per ASTM F1043/F1083 or ASTM A53.

3.7.2 Size: 1.90" O.D., 2.28 lb/ft (SS-40) or 2.72 lb/ft (Sch. 40), minimum.

3.7.3 Additional horizontal and/or vertical struts may be required to provide for a rigid gate panel ensuring no visible sag or twist horizontal and as required for proper gate operation and attachment of fabric, hardware, and accessories.

3.7.4 Gate frames shall be assembled by welding at the joints, or by alternate methods as approved by the Engineer.

3.7.5 Diagonal cross-bracing consisting of three-eighths inch (3/8") diameter adjustable truss rods (with turnbuckles) providing frame rigidity.

3.7.6 Gate end members shall extend one-foot (1'-0") above top members to receive three (3) rows of barbed wire.

3.7.7 Gate frames shall be made to have approximately three inches (3"), but no more than four inches (4"), clearance above the station surface cover rock.

### 3.8 Extension Arms

3.8.1 Material: Pressed steel, SAE 1025, for intermediate/line posts; malleable iron per ASTM A47, "Standard Specification for Ferritic Malleable Iron Casting", for all other posts. Galvanizing shall be per ASTM A123, Class B1.

3.8.2 Extension Overhang: Suitable for three (3) strands of barbed wire, equally spaced. The upper barbed wire strand shall be one foot (1'-0") above the fabric and one foot (1'-0") outside of the fence line. Arm to extend outward at a 45-degree angle. Designed for a 250 lb. minimum pull-down load applied at the arm's tip.

3.8.3 Fastening of barbed wires: Slots, secured by heavy wire pins.

### 3.9 Top Rail

## **SUBSTATION FENCE SPECIFICATION**

- 3.9.1 Material: 1-5/8" O.D. SS-40 (1.84 lb/ft) or schedule 40 (2.27 lb/ft) steel pipe, galvanized, per ASTM F1043/F1083 or ASTM A53. Minimum length of sixteen feet (16'-0"); Twenty-foot (20'-0") lengths preferred.
  - 3.9.2 Couplings: Outside sleeve type, spaced approximately twenty feet (20'-0") apart, with a minimum length of 5-1/2", with provisions for expansion and contraction, hot-dipped galvanized per ASTM A123, "Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products".
  - 3.9.3 Fastenings: Top rail to pass through base of extension arm and to be securely fastened to end, gate, and pull posts.
- 3.10 Barbed Wire
- 3.10.1 Material: Double 12-1/2 gauge twisted steel wire, with four (4) point 14-gauge steel half-round barbs, maximum five-inch (5") spacing, galvanized after weaving per ASTM A121, "Standard Specification for Metallic-Coated (Galvanized) Steel Barbed Wire", Class 3.
  - 3.10.2 Number of Lines: Three (3).
- 3.11 Horizontal Strut and Truss Braces
- 3.11.1 Horizontal Strut and Truss Brace Locations: At gate and terminal posts only, extending to first line post, midway between top rail and ground.
  - 3.11.2 Horizontal Strut Material: Same as top rail, galvanized.
  - 3.11.3 Connections and Fittings: Malleable iron, per ASTM A47 or pressed steel, SAE 1025, fittings, hot-dipped galvanized, per ASTM A123.
  - 3.11.4 Truss Bracing Material: Minimum three-eighths inch (3/8") diameter rod with turnbuckle, hot-dipped galvanized, per ASTM A123.
- 3.12 Fabric/Mesh Ties and Bands
- 3.12.1 Material: Nine-gauge (9 ga) aluminum wire per ASTM B211, "Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire", Alloy 990A, or aluminum strip per ASTM B209, "Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate", Alloy 990A, or twelve-gauge (12 ga) galvanized steel tie wire.
  - 3.12.2 Spacing:
    - (1) Ties: Every two feet (2'-0"), maximum, to top rail and tension wire.

## SUBSTATION FENCE SPECIFICATION

- (2) Bands: Every fourteen inches (14") to posts, maximum (minimum six (6) side pull per fabric dead-end bat. Top rail and brace rail bands are to be center pull).

### 3.13 Miscellaneous Hardware

- 3.13.1 Castings per ASTM A48, "Standard Specification for Gray Iron Castings"; ASTM A47, "Standard Specification for Ferritic Malleable Iron Castings"; ASTM A27 "Standard Specification for Steel Castings, Carbon, for General Application"; SAE 1025 for Rolled, pressed and forged steel. Galvanizing: Hot-dipped per ASTM A153, "Standard Specification for Zinc Coating (Hop-Dip) on Iron and Steel Hardware".
- 3.13.2 Hinges shall be heavy-duty and allow 180-degree swing of all gate leaves. The hinges shall not twist or turn under the action of the gate and shall provide ease of operation.
- 3.13.3 Latches, Stops, and Keepers shall all be heavy-duty construction of galvanized steel or malleable iron. Latches shall have a heavy-duty drop bar. The center stop shall be slotted (for easy cleaning), made to be cast in concrete, and engage the drop bar. A "keeper" shall be provided which will secure the free end of the swing gate in the open position.
- 3.13.4 Hardware shall allow for gate operation from either side with provisions for securing with a padlock.
- 3.13.5 The center stops shall not be installed until after the surface cover rock has been installed in the substation. The center stops shall be set in concrete, level with the top of the surface cover rock.
- 3.13.6 Tension wire used in lieu of a bottom rail shall not be less than No. 7 USWG galvanized steel wire.

### 3.14 Spacing of Posts - Not more than ten feet (10'-0") center to center.

### 3.15 Concrete Footings

- 3.15.1 Material: 2,500 psi, 28-day concrete mix with pea gravel (#89 stone).
- 3.15.2 Diameter: Ten inches (10") for line posts, twelve inches (12") for gate and terminal posts; all with crowned tops.
- 3.15.3 Depth: 3'-6". All posts shall extend three feet (3'-0") into footings.
- 3.15.4 Installation: All posts shall be placed vertically plumb and backfilled with concrete. The concrete shall be well worked (rodded) in the hole. The top of the footing shall be crowned to shed water.

## **SUBSTATION FENCE SPECIFICATION**

### 3.16 Grounding

- 3.16.1 The grounding hardware and materials for the chain link fence will be supplied and installed by the substation Erection Contractor.

## **4.0 PRECAST CONCRETE DESIGN AND MATERIALS**

### 4.1 General

- 4.1.1 Height: To extend a minimum of eight feet (8'-0") above grade.
- 4.1.2 Scope: Precast concrete panels, columns, caps, heavy-duty metal (steel or approved alternative) gates, miscellaneous hardware (including, but not limited to, fittings, locks, latches, etc.), and cast-in-place concrete footings/piers; all specified hereinafter. Fence Contractor shall submit product data sheets, color options, and shop drawings for review and approval by the Engineer prior to beginning any fabrication or construction activities.
- 4.1.3 Color: Panels, columns, and caps shall have a matching color that is approved by the Owner or Engineer prior to fabrication. The Manufacturer shall use color-integrated concrete, pre-stain the precast concrete members prior to shipment to the site, or shall include on-site painting/staining as part of their proposal.
- 4.1.4 Warranty: The Manufacturer shall furnish a written warranty covering all materials, workmanship, and color finish of the precast concrete components and heavy-duty gates.
- 4.1.5 The Fence Contractor shall employ experienced installers who are competent in the construction and assembly of precast concrete wall systems with a successful record of in-service performance.
- 4.1.6 Surface imperfections such as air bubbles ("bug holes"), unsightly formwork joint lines, chips, voids, and other imperfections that are individually larger than one-half inch (1/2") in any direction and areas with high concentrations of smaller imperfections shall be repaired or replaced.
- 4.1.7 Precast concrete manufacturer shall be certified by the National Precast Concrete Association (NPCA).
- 4.1.8 Any precast concrete fence components fabricated or poured on-site shall follow the testing requirements of Section 4.7.4.

### 4.2 Panels

## SUBSTATION FENCE SPECIFICATION

- 4.2.1 Material: Monolithic, precast concrete with a stone masonry pattern on both sides and a four inch (4") minimum nominal thickness. Fabricated using normal weight concrete with a minimum compressive strength of 5,000 psi @ 28 days. Reinforcing steel shall be deformed bars conforming to ASTM A615, Grade 60 and shall be the diameter, length, quantity, and orientation necessary for the applied loads and stresses as determined by the Manufacturer. If utilized, welded wire mesh reinforcement shall conform to ASTM A1064, Grade 65, minimum.
  - 4.2.2 Height: Eight feet (8'-0") minimum.
  - 4.2.3 Installation: The panel-column connection shall be tongue and groove. All panels shall be installed level and plumb. Provisions for lifting (lifting eyes or lifting head anchors) shall be included. A continuous, cast-in-place concrete mow strip shall be constructed at the base of the lowest panel to completely fill in any gaps between the subgrade and the panel. The mow strip shall be a minimum of four inches (4") thick and shall match the width of the columns or pier footings. The mow strip shall include provisions that prevent surface runoff from becoming trapped or puddling on either side of the fence. All spaces between wall panels shall be designed to function as control joints allowing for the expansion and contraction of the complete system. Therefore, these spaces shall not be filled with grout or any other material that may restrict movement.
- 4.3 Columns
- 4.3.1 Material: Monolithic, precast concrete with a stone masonry pattern on all four sides except where the notches exist to receive the panels. All columns shall have a textured concrete cap. Fabricated using normal weight concrete with a minimum compressive strength of 5,000 psi @ 28 days. Reinforcing steel shall be deformed bars conforming to ASTM A615, Grade 60 and shall be diameter, length, quantity, and orientation necessary for the applied loads and stresses as determined by the Manufacturer.
  - 4.3.2 Height: Eight feet (8'-0"), minimum, plus caps; Sufficient to accommodate the final panel height and extension arms for barbed wire, as required.
  - 4.3.3 The spacing of the columns shall be determined by the Manufacturer based on the anticipated loads (wind, seismic, etc.) and site/soil conditions. The columns shall be spaced not more than 20'-0" on-center (maximum).
  - 4.3.4 Installation: Columns shall be installed on top of the pier footings. The columns shall be secured to the pier footings by rebar anchors embedded into the footing that extend through the center of the columns' hollow core. The columns may alternatively be secured to the pier footings with cast-in-place anchor bolts/rods that allow for the removal of the columns, if needed. After the panels are installed, the hollow core shall be filled with

## SUBSTATION FENCE SPECIFICATION

concrete to fully envelop, engage, and develop the rebar anchors. All columns shall be installed square, level, and plumb. A cap shall be placed on the top of each column after the column is filled with concrete and secured in place with masonry adhesive (and caulked seams) or grout. Provisions for lifting (lifting eyes or lifting head anchors) shall be included.

- 4.3.5 The precast concrete column design shall include provisions for attachment of a chain link fence terminal post to the precast concrete column at the interface of the precast concrete fence and the chain link fence (2 locations). The design of this interface point shall be submitted to the Engineer for approval prior to use. At no point may the clear distance (gap) between the chain link fence and precast concrete fence column exceed two inches (2”).

### 4.4 Gates

- 4.4.1 **Material:** Heavy-duty, rigid, self-supporting steel with a corrosion resistant coating. Other gate materials, such as aluminum, may be considered for approval if proposed by the Fence Contractor. Final coating color shall be approved by the Owner or Engineer prior to fabrication. All material shall conform to the applicable ASTM specification(s); including, but not limited to, ASTM A500 (steel tubing), ASTM A653 (sheet steel), etc.
- 4.4.2 **Size:** Two (2) 30'-0” wide double-gates for vehicle access and one (1) 5'-0” wide single-gate for personnel access.
- 4.4.3 Gate frames shall be assembled by welding at the joints, or by alternate methods as approved by the Engineer. Additional horizontal and/or vertical struts and diagonal braces may be required to provide a rigid gate panel allowing for no visible sag or twist. Gate frames shall be self-supporting over the full life of the gate without the need for adjustment or modifications to maintain overall squareness. Gate assemblies and components shall be designed for continuous duty and for protection against environmental contamination from wind, dust, dirt, rain, and salt spray. Gate frames and leaves shall include provisions for attachment to the substation ground grid.
- 4.4.4 Not used.
- 4.4.5 Gate frames shall be made to have approximately three inches (3”), but no more than four inches (4”), clearance above the station surface cover rock and entrance road surface.
- 4.4.6 **Installation:** Prior to and during installation, protect all gate members and finished surfaces against damage and vandalism. Do not use any adhesives or sprayed coatings that may unintentionally bond to the finished surfaces when exposed to sunlight or weather. Provisions for lifting (lifting eyes,

## **SUBSTATION FENCE SPECIFICATION**

etc.) shall be included. After initial installation, the gates shall be cycled through their full range of motion to ensure the gate is free of any binding, twisting, or other undesirable conditions. The alignment of the gates' latches, stops, and keepers shall be carefully inspected.

### **4.5 Barbed Wire**

4.5.1 Not required.

### **4.6 Miscellaneous Hardware**

4.6.1 Hinges shall be heavy-duty and allow 180-degree swing of all gate leaves. The hinges shall not twist or turn under the action of the gate and shall provide ease of operation.

4.6.2 Latches, Stops, and Keepers shall all be heavy-duty construction of galvanized steel or malleable iron. Latches shall have a heavy-duty drop bar. The center stop shall be slotted (for easy cleaning), made to be cast in concrete, and engage the drop bar. A "keeper" shall be provided which will secure the free end of the swing gate in the open position.

4.6.3 Hardware shall allow for gate operation from either side with provisions for securing with a padlock.

4.6.4 The center stops shall not be installed until after the surface cover rock has been installed in the substation. The center stops shall be set in concrete, level with the top of the surface cover rock.

### **4.7 Concrete Pier Footings**

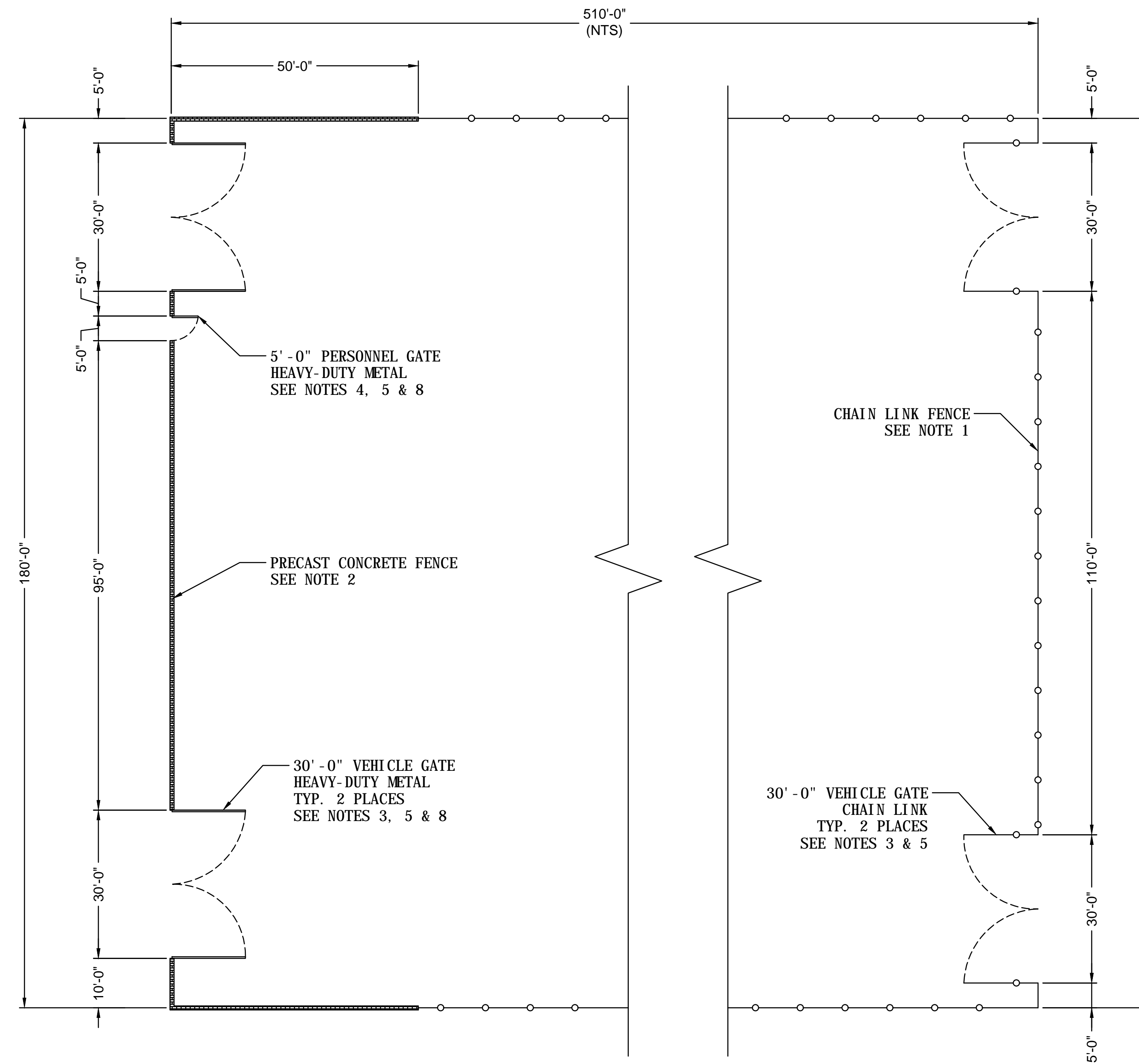
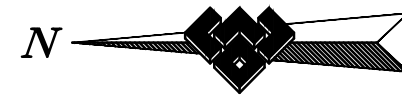
4.7.1 Material: Monolithic, cast-in-place, normal weight concrete with embedded rebar or anchor bolts/rods for attachment to the precast columns. Constructed using normal weight concrete with a minimum compressive strength of 4,000 psi @ 28 days. The concrete mix design shall be submitted to the Engineer for review and approval prior to use. Reinforcing steel shall be deformed bars conforming to ASTM A615, Grade 60 and shall be the diameter, length, quantity, and orientation necessary for the applied loads and stresses as determined by the Manufacturer.

4.7.2 The diameter, depth, width, spacing, and required steel reinforcement of the pier footings shall be determined by the Manufacturer based on the anticipated loads (wind, seismic, etc.) and site/soil conditions. The pier footings shall be spaced not more than 20'-0" on-center (maximum) and shall have a minimum diameter of two-feet (2'-0"); unless approved otherwise by the Engineer. A site-specific geotechnical engineering report will be provided by the Owner to assist with the pier footing design.

## **SUBSTATION FENCE SPECIFICATION**

- 4.7.3 Installation: The pier footings shall be constructed using formwork conforming to the shape, lines, and dimensions as designed and specified by the Manufacturer. Formwork shall be tight to prevent leakage of concrete and be structurally sound with braces and ties as required to maintain the position and shape. All pier footings shall be installed square, level, and plumb. Wall panels will span from footing to footing thus requiring level piers for equal load distribution. Concrete shall be thoroughly mixed and consolidated in the pier footings by agitating thoroughly to force out air pockets and prevent voids. Water used for concrete mixing shall be clean and free from injurious amounts of oil, acids, salts, organics, or other deleterious matter.
- 4.7.4 Testing: The Fence Contractor shall be responsible for contracting, coordinating, and scheduling with a testing lab to perform slump, air entrainment (if required), and compressive strength tests. All costs associated with the testing of the concrete shall be borne by the Fence Contractor. Copies of all records and test reports shall be shared with the Engineer as they become available.
- 4.7.4.1 The slump of the concrete shall be checked once from each of the first three (3) batches/trucks mixed each day. An additional test shall be made for each additional 100 cubic yards of concrete placed in a single day. Reference ASTM C143.
- 4.7.4.2 A minimum of four (4) cylinders shall be prepared from every 50 cubic yards (or less) delivered to the job site per day. One (1) cylinder shall be tested at three (3) days, one (1) at seven (7) days, and one (1) at 28 days. The remaining fourth cylinder shall be held in reserve. Reference ASTM C31 and ASTM C39.
- 4.7.4.3 If required by the Manufacturer, field tests for air content of air-entrained concrete shall be performed. Reference ASTM C173.
- 4.8 Grounding
- 4.8.1 The Fence Contractor and Fence Manufacturer shall include provisions for attachment of the heavy-duty decorative metal gates to the substation ground grid (including ground straps, NEMA pads, etc.), as necessary and appropriate. The remainder of the grounding hardware and materials for the fence will be supplied and installed by the substation Erection Contractor.

PROPERTY FENCE AND  
DETAILS  
BID DRAWING (1)



**PLAN**  
SEE NOTES 6 & 7  
(1,380 LINEAR FEET)

**GENERAL NOTES:**

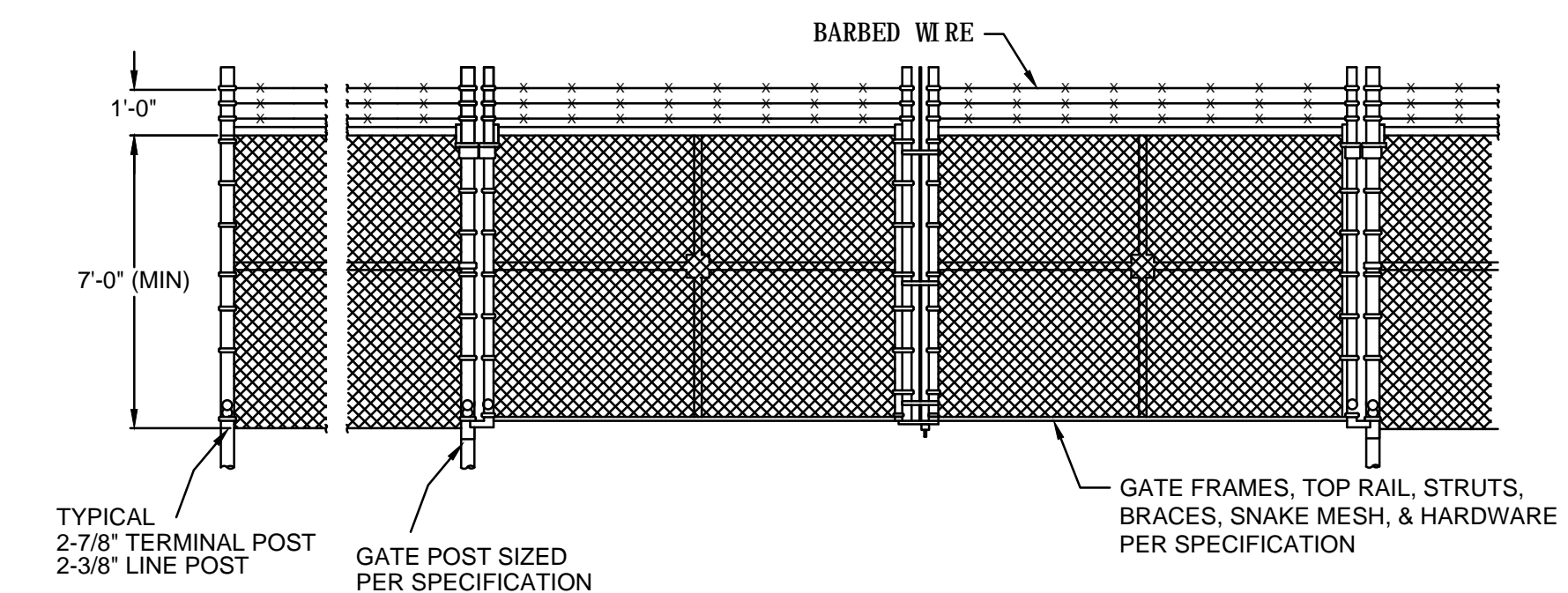
1. CHAIN LINK FENCE SHALL BE STANDARD TWO-INCH (2") MESH, NINE-GAUGE (9 GA) STEEL WIRE, GALVANIZED CHAIN LINK. HEIGHT SHALL BE 7'-0" (MIN) WITH 1'-0" BARBED WIRE EXTENSION FOR A TOTAL HEIGHT OF 8'-0" (MIN) ABOVE GRADE.
2. PRECAST CONCRETE FENCE SHALL INCLUDE PANELS, COLUMNS, CAPS, CAST-IN-PLACE CONCRETE FOOTINGS/PIERS, AND HEAVY-DUTY METAL GATES. HEIGHT SHALL BE 8'-0" (MIN) ABOVE GRADE. SEE SPECIFICATION FOR THICKNESS, FINISH, GATE, HARDWARE, AND INSTALLATION REQUIREMENTS.
3. VEHICLE GATE(S) SHALL BE 30'-0" WIDE COMPRISED OF TWO EQUAL SECTIONS AND SHALL OPEN AS CLOSE AS POSSIBLE TO 180-DEGREES.
4. PERSONNEL GATE(S) SHALL BE 5'-0" WIDE AND SHALL OPEN AS CLOSE AS POSSIBLE TO 180-DEGREES.
5. ALL GATES SHALL BE INSTALLED AND EQUIPPED WITH ALL HARDWARE REQUIRED FOR EASE OF OPERATION AND PER THE SPECIFICATION. ALL GATES SHALL HAVE A LOCKING LATCH AND GATE STOPS FOR THE OPEN AND CLOSED POSITIONS.
6. SEE THE FENCE SPECIFICATION FOR LINE POST SPACING, GATE POST SIZING, GATE FRAMES, BARBED WIRE, CONCRETE FOOTINGS, BRACES, MATERIAL SPECIFICATIONS, AND ALL OTHER REQUIREMENTS.
7. SEE REFERENCE DRAWING #1 FOR FENCE LOCATION AND COORDINATES WITHIN THE PROPERTY BOUNDARY.
8. THE FENCE GROUNDING HARDWARE AND MATERIALS WILL BE SUPPLIED AND INSTALLED BY THE SUBSTATION ERECTION CONTRACTOR; HOWEVER, THE FENCE CONTRACTOR AND MANUFACTURER SHALL INCLUDE PROVISIONS FOR BONDING THE METAL GATES TO THE STATION GROUND GRID.

**REFERENCE DRAWINGS:**

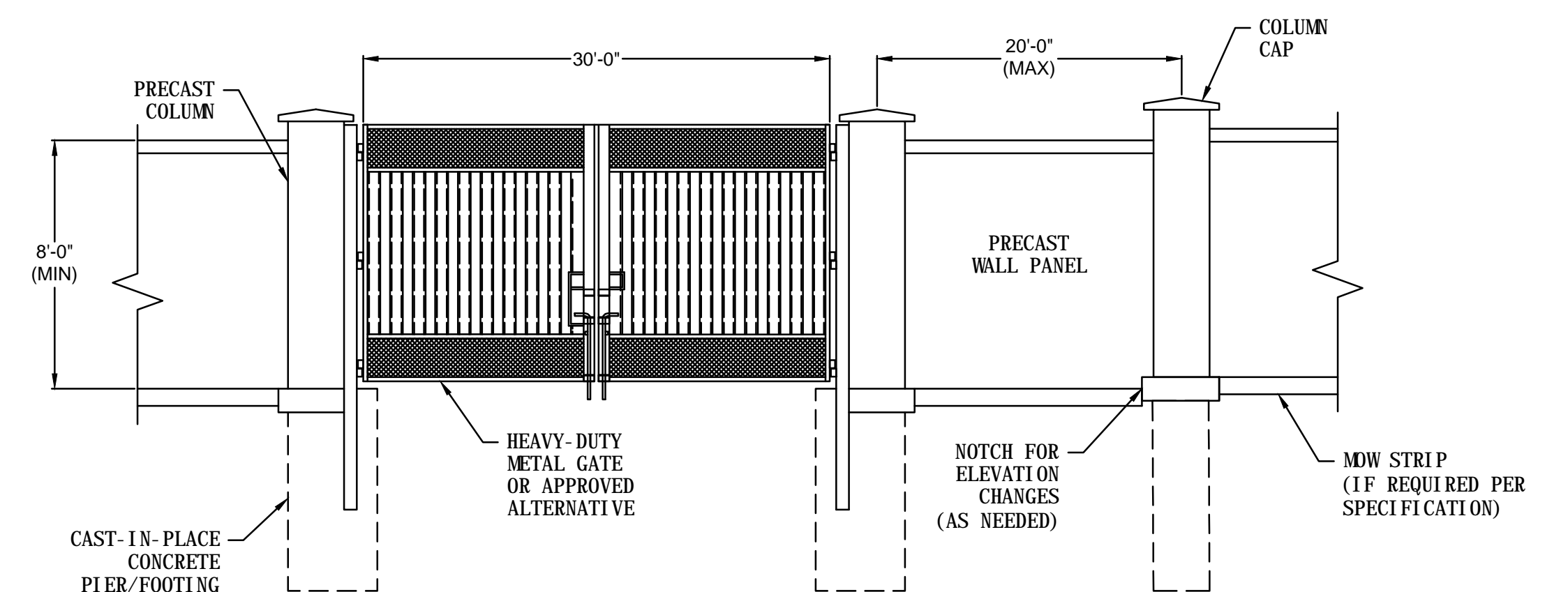
1. E2-1: SITE LAYOUT
2. E2-2: GENERAL ARRANGEMENT PLAN
3. SPECIFICATION FOR SUBSTATION (PERIMETER SECURITY) FENCE

**LEGEND:**

- CHAIN LINK FENCE
- PRECAST CONCRETE FENCE
- NTS = NOT TO SCALE



**ELEVATION**  
(CHAIN LINK)



**ELEVATION**  
(PRECAST CONCRETE)

**FOR BID  
PURPOSES  
ONLY**

NO.	DATE	REVISION	DRAFTER	ENGINEER	CHECKED	ENGINEERING FIRM
B	1/30/2025	ISSUE FOR BID	EMB	MGS	CDS	ELLETT AND GAYNOR
A	12/11/2024	ISSUE FOR REVIEW	EMB	MGS	CDS	ELLETT AND GAYNOR

**ELLETT & GAYNOR, LLC**  
PROFESSIONAL ENGINEERS TX #F-562  
5706 S.W. 45TH AVE., AMARILLO, TX 79109-5284

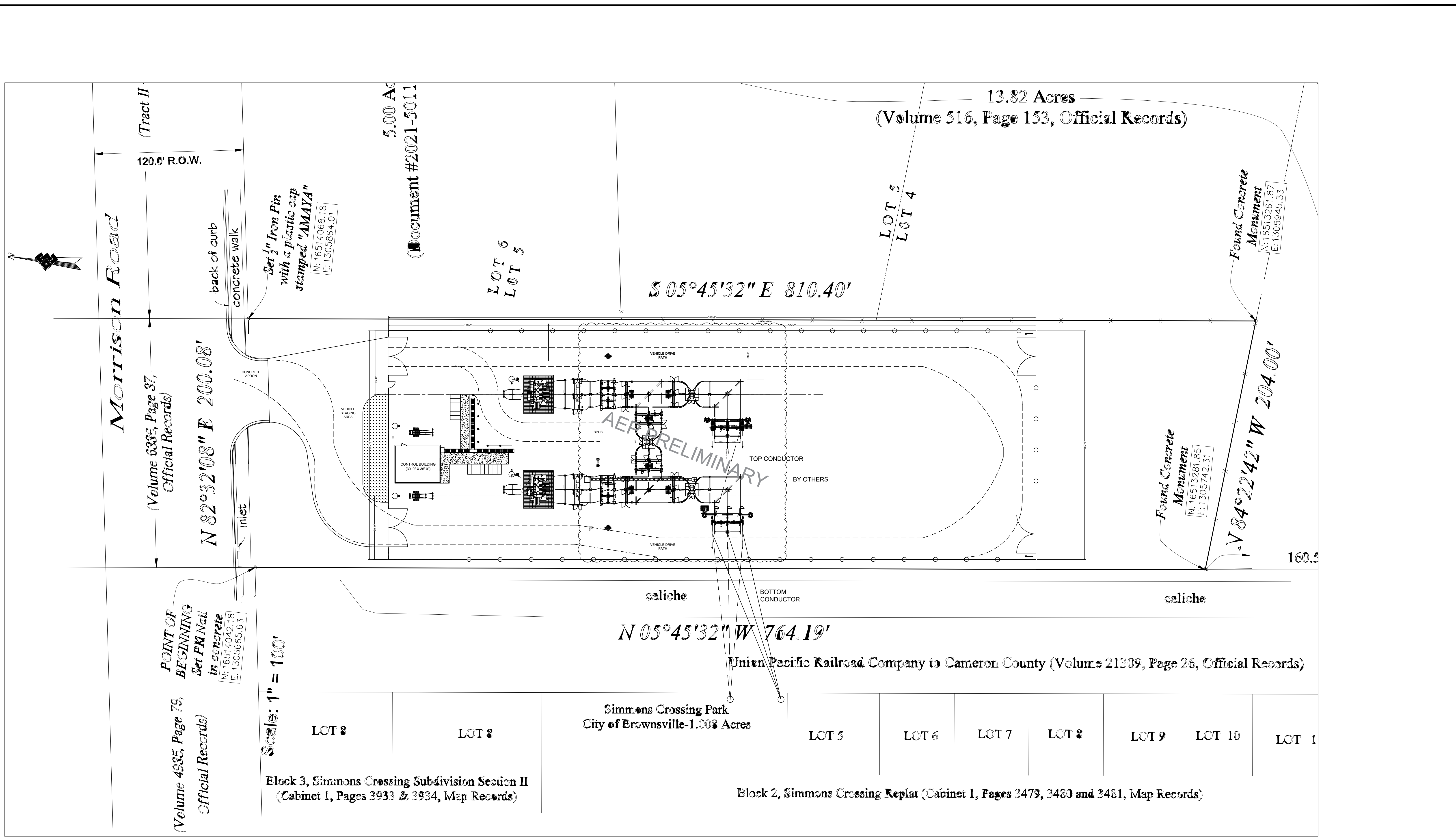


**PROPERTY FENCE AND DETAILS**

**OCELOT SUBSTATION**

DWG. NO.	REV. NO.
E2-8	B

# REFERENCE DRAWINGS (2)



Morrison Road

(Tract II)

120.0' R.O.W.

(Volume 636, Page 37, Official Records)

N 82°32'08" E 200.08'

POINT OF BEGINNING  
Set PINail  
in concrete  
N: 16514042.18  
E: 1305665.63

(Volume 4985, Page 79, Official Records)

Scale: 1" = 100'

Block 3, Simmons Crossing Subdivision Section II  
(Cabinet 1, Pages 3933 & 3934, Map Records)

5.00 Acres  
(Document #2021-5011)

LOT 6  
LOT 5

S 05°45'32" E 810.40'

13.82 Acres  
(Volume 516, Page 153, Official Records)

LOT 5  
LOT 4

Found Concrete Monument  
N: 16513261.87  
E: 1305945.33

N 84°22'42" W 204.00'

Found Concrete Monument  
N: 16513281.85  
E: 1305742.31

N 05°45'32" W 764.19'

Union Pacific Railroad Company to Cameron County (Volume 21309, Page 26, Official Records)

Simmons Crossing Park  
City of Brownsville-1.008 Acres

Block 2, Simmons Crossing Replat (Cabinet 1, Pages 3479, 3480 and 3481, Map Records)

LOT 8

LOT 8

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 1

FOR BID PURPOSES ONLY

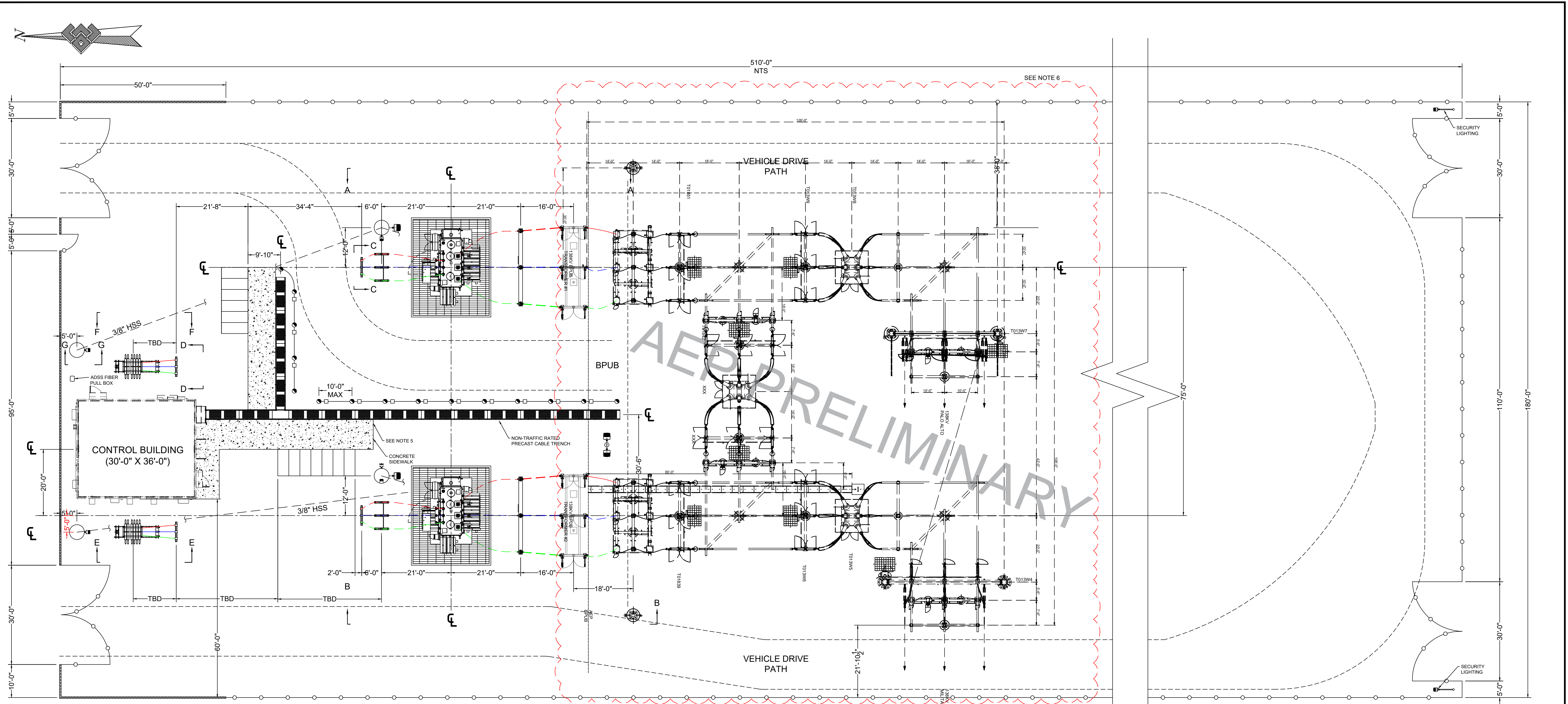
NO.	DATE	REVISION	DRAFTER	ENGINEER	CHECKED	ENGINEERING FIRM
C	12/23/2024	UPDATED DRIVEWAY - ISSUE FOR BID	JLM	MGS	CDS	ELLETT AND GAYNOR
B	11/07/2024	ISSUE FOR REVIEW	JLM	CDS	WMJ	ELLETT AND GAYNOR
A	3/22/2024	ISSUE FOR REVIEW	JLM	CDS	WMJ	ELLETT AND GAYNOR

**ELLETT & GAYNOR, LLC**  
PROFESSIONAL ENGINEERS TX #F-562  
5706 S.W. 45TH AVE., AMARILLO, TX 79109-5284



SITE LAYOUT  
OCLOT SUBSTATION

DWG. NO.	REV. NO.
E2-1	C



**LEGEND**

- CHAIN LINK FENCE
- CONCRETE FENCE
- CONCRETE SIDEWALK
- CABLE TRENCH
- TRAFFIC BOLLARD
- MAINTENANCE LIGHT
- SECURITY LIGHT
- DEMARCATION LINE

**GENERAL NOTES:**

1. ALL BPUB 138KV GOAB SWITCHES SHALL BE HORIZONTAL CENTER-BREAK WITH A 12'-0" CENTERLINE-TO-CENTERLINE PHASE SPACING.
2. ALL 12.47KV GOAB SWITCHES SHALL BE VERTICAL BREAK.
3. TOP OF CONCRETE ELEVATIONS VARY ACROSS THE SITE.
4. TRAFFIC BOLLARDS SHALL BE INSTALLED AS SHOWN ON DRAWING AND REFERENCE DRAWING #6.
5. CONCRETE SIDE WALK TO EXTEND TO CABLE TRENCH. INSTALL 1/2" FIBER BOARD EXPANSION MATERIAL BETWEEN SIDE WALK AND CABLE TRENCH.
6. ALL DIMENSIONS AND LAYOUT DETAILS SHOWN FOR THE 138KV AEP EQUIPMENT IS SUBJECT TO CHANGE PENDING AEP'S DESIGN.

**REFERENCE DRAWINGS:**

1. E2-3: ELEVATION - SECTIONS A-A & B-B.
2. E2-4: ELEVATION - SECTIONS C-C, D-D, E-E, F-F, & G-G
3. E2-5: ELECTRICAL ASSEMBLY DETAILS
4. E4-1: FOUNDATION LAYOUT
5. E5-1: GROUND GRID
6. E6-1: CONDUIT LAYOUT

NO.	DATE	REVISION	DRAFTER	ENGINEER	CHECKED	ENGINEERING FIRM
C	11/07/2024	ISSUE FOR BID	JLM	CDS	MGS	ELLETT AND GAYNOR
B	10/8/2024	ISSUE FOR BID	JLM	CDS	MGS	ELLETT AND GAYNOR
A	7/22/2024	ISSUE FOR REVIEW	JLM	CDS	WMJ	ELLETT AND GAYNOR

**ELLETT & GAYNOR, LLC**  
 PROFESSIONAL ENGINEERS TX #F-562  
 5706 S.W. 45TH AVE., AMARILLO, TX 79109-5284



GENERAL ARRANGEMENT  
 OCELOT SUBSTATION

DWG. NO.	REV. NO.
E2-2	C

**FOR BID PURPOSES ONLY**

## REQUIRED FORMS CHECKLIST

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

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

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

**ETHICS STATEMENT**

**(THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)**

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 BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY 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 (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)**

Name of Entity: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed)

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

**(THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <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><b>3</b> 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><b>4</b> 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><b>5</b> 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><b>6</b> <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><b>7</b></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: \_\_\_\_\_

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\_\_\_\_\_



## CONTRACTOR JOB SAFETY ANALYSIS FORM

A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the Contractor 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 CONTRACTOR. The completed JSA form must be included along with other Contract Documents included herein. Below is a sample form. Original form will be provided to vendor prior to commencing work.



### JOB SAFETY ANALYSIS FORM

<b>PROJECT NAME:</b> [REDACTED]		<b>DATE:</b> [REDACTED]
<b>PROJECT CONTRACTOR:</b> [REDACTED]	<b>POINT OF CONTACT &amp; TEL #:</b> [REDACTED]	<b>ANALYSIS BY:</b> [REDACTED]
<b>BPUB DEPARTMENT:</b> [REDACTED]	<b>SECTION:</b> [REDACTED]	<b>REVIEWED BY:</b> [REDACTED]
<b>REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT:</b> [REDACTED]		<b>APPROVED BY:</b> [REDACTED]
<b>SEQUENCE OF BASIC JOB STEPS</b> <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, not more than 10 steps/task being evaluated.</i>	<b>POTENTIAL ACCIDENTS OR HAZARDS</b> <i>HAZARD CLASSIFICATION CATEGORIES: Struck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	<b>RECOMMENDED SAFE JOB PROCEDURE</b> <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]

<b>Contractor Representative &amp; Title</b>	<b>Signature</b>	<b>Date</b>
[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](http://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:

Instead use Form:

- 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

**Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
--	---

**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

**4** Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Partnership
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Controlled Entity
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> International organization	<input type="checkbox"/> Foreign Government - Integral Part

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.  Yes  No

**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<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.	<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. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
---	---

**6** Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).

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
---	---------