



**BROWNSVILLE NAVIGATION  
DISTRICT OF CAMERON  
COUNTY, TEXAS**

**Request for Bids  
For Loma Alta Boring  
Services  
LAD-391124-51**

**Pre-Bid Date - Thursday, November 14, 2024  
10:00 AM**

**Site Visit Date - Thursday, November 14,  
2024 11:00 AM**

**Closing Date -Tuesday, December 3, 2024  
2:00 PM**

**Brownsville Navigation District • 1000 Foust Road • Brownsville, TX 78521  
(956) 831-4592 • (800) 378-5395 • Fax (956) 831-5006 • portofbrownsville.com**

# Timetable

1. These Specifications are to be released for action on or about Saturday, November 2, 2024
2. A Pre-Bid Meeting will be held **Thursday, November 14, 2024 @ 10:00 AM. CST. @ 1000 Foust Rd. Brownsville, Tx Administration Building**
3. Site Visit **Immediately following Pre-Bid Meeting.**
4. The last date for written questions to be received from Vendors is **Friday, November 15, 2024 @ 3:00 PM. CST.**
5. Response to written questions will be **posted Tuesday, November 19, 2024 @ 5:00 PM. CST.**
6. Bids must be received by the District's *Procurement and Contracts Supervisor*, by **Tuesday, December 3, 2024 @ 2:00 PM CST**

Vendors are cordially invited to the Proposal opening via TEAMS Video Conference (attendance is optional).

## **Join by Teams Virtual Meeting**

[Join the meeting now](#) Meeting ID: 258 147 599 691 Passcode: xRemGQ

7. It is anticipated that the award of the bid will be made at a meeting of the District's Board of Commissioners to be held at Wednesday, December 18, 2024

Vendors are welcome to attend this meeting, but attendance is not required.

8. It is anticipated that the successful Vendor(s) will be notified on or about Thursday, December 19, 2024

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## **NOTICE**

Notice is hereby given that sealed Bids for Loma Alta Boring Services will be received by the Brownsville Navigation District of Cameron County, Texas.

Bids must comply with the requirements set out in the "Request for Bids" which may be obtained from the Port of Brownsville website and Bidnet Direct.

**No Bid will be accepted via fax or email.**

**THE RIGHT IS HEREBY RESERVED** by the Board of Commissioners to reject any and all Proposals.

## **SECTION I**

### **GENERAL INFORMATION AND INSTRUCTIONS**

#### **General**

The Brownsville Navigation District d/b/a The Port of Brownsville (hereinafter referred to as the “District”) is soliciting Proposals for Loma Alta Boring Services.

1. Each Vendor will read these Specifications with care, since failure to meet each condition or a combination of specified conditions may invalidate the Proposal. **Any exceptions to terms requested herein must be clearly noted in writing and be included as a part of the submitted Bid.**
2. The RFB information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing thru Bidnet Direct Q&A if before the deadline for written questions. If after deadline additional questions may be submitted by email to: [purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com) Any questions received after written questions deadline, may or may not be addressed in an additional addendum.
3. The District reserves the right to purchase more or less than what’s indicated on the solicitation, and the District reserves the right to not purchase anything under this solicitation.

#### **Reservation of Rights**

The District expressly reserves the right to:

- Accept one or more Bid(s).
- Reject any and all Bids received, or portion thereof.
- Cancel the entire RFB.
- Issue a subsequent RFB.
- Remedy technical errors in the RFB process.
- Waive informalities and irregularities.
- Contact any Vendor for clarification after the Bids are opened.
- Accept any Bid in whole or part, whether there are negotiations subsequent to its receipt. If subsequent negotiations take place, they shall not constitute a rejection or an alternate RFB.

#### **Preparation of Bid**

The Vendor shall prepare their bid on the attached bid forms with attachments as necessary to fulfill the specifications contained herein.

## **Public Information Act**

The Brownsville Navigation District is a political subdivision of the State of Texas subject to the requirements of the Public Information Act, and therefore, any information submitted in response to the invitation for bids (or request for proposals, etc.) may be considered public information unless it is made confidential or is exempt from disclosure under Texas law.

## **Submission of Bid**

**Bids shall be submitted via Bidnet Direct, or 2 copies one (1) physical and one (1) Digital (USB) of the Bid shall be submitted in a sealed envelope.** Each envelope or package must be addressed as follows:

**Brownsville Navigation District  
Procurement and Contract Supervisor  
1000 Foust Road  
Brownsville, Texas 78521**

On the front of each envelope shall be written the following words:

**Loma Alta Boring Services  
LAD-391124-51**

**No telephone, fax or e-mail Bids will be accepted.** The District will not be responsible for missing, lost or late mail. Any Bids received after the date and time set for the deadline for receipt of Bids will be returned to the Vendor unopened.

Submittals by the Vendors in response to this RFB shall become the property of the District. The District shall not be responsible for the Respondent's costs associated with submitting of a response.

## **Authorized Signature**

All Bids must be signed by persons who have legal authority to bind the Vendor to items and prices that are reflected in the bid.

## **Withdrawal of Bid**

Vendors may withdraw their bids at any time up to the time specified as the closing time for acceptance of bids. However, no Vendor shall withdraw or cancel their bid for a period up to Ninety **(90)** days after said closing date for acceptance of bids. The successful low Vendor shall not withdraw or cancel or modify their bid, except at the request of the District, after having been notified that said bid has been accepted by the District.

## **Interpretation of Specifications**

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of these Specifications, they may submit via Bidnet direct Q&A or to **Miguel Barajas, Procurement and Contract Supervisor** @ [purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com) a written request for interpretation thereof. Requests for interpretation must be received by Friday, November 15, 2024 @ 3:00 PM CST. Vendors shall not seek to influence any District Board members or District staff, directly or indirectly through others, as such contact may result in disqualification.

## **Addendums to Request for Bids**

If it becomes necessary to revise any part of this RFB, a written addendum will be posted on Bidnet Direct and the Port of Brownsville web site, under “Business with the Port/Procurement”. **It will be the responsibility of each Vendor to verify that they have received all addendums.**

Vendors must acknowledge on the Respondent’s Acknowledgement Form (**Attachment A**) the receipt of all addendums in order for their Bid to be considered. The District is not bound by any oral representations, clarifications, or changes made in the written specifications by the District’s employees.

## **Criteria Used in Evaluating Bids**

1. Bids will be carefully evaluated for cost effectiveness and for compliance with the requirements contained in the Specifications.
2. In purchasing any real property or personal property not affixed to real property, the District reserves the right to award to a vendor whose principal place of business is in the boundaries of the Brownsville Navigation District and whose bid price is within 3% of the lowest bid price received from a vendor who is not located within the boundaries of the Brownsville Navigation District, provided that the local vendor offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of Brownsville Navigation District and increased tax revenues to the Brownsville Navigation District. for purchases of real property or personal property that is not affixed to real property.

**Compliance with Laws**

All Vendors involved shall observe and comply with all regulations, laws, ordinances, etc., of local, state, and federal governments as they apply to this bidding process.

**Texas Ethics Commission Form 1295 Disclosures**

Companies doing business with the Brownsville Navigation District, a governmental entity, are required to file a "Disclosure of Interested Parties Form" (Form 1295). The successful Vendor will be required to file a Form 1295 prior to the Board approving the award of the bid. Further information regarding this form may be found on the Texas Ethics website, and instructions will be provided.

**Texas Government Code Chapter 2270 Prohibition on Boycotting Israel**

Companies doing business with the Brownsville Navigation District, a governmental entity, are prohibited from boycotting Israel during the term of the purchase agreement resulting from this bidding process. Vendors will be required to provide a written verification that they do not boycott Israel and that they will not boycott Israel during the term of the agreement.

**Award of the Bid**

Award of the bid shall be based on the lowest base Bid, subject to the 3% Local Preference Option, if applicable.

**Disclosure of Sub-contractors**

The Vendor shall disclose and provide contact information for the anticipated use of any sub-contractor. The Bid submitted to the District shall identify each sub-contractor and the specific elements and items for which each will be responsible. Following the award of the RFB no additional subcontracting will be allowed without the prior written consent of the District.

**Delivery**

The successful Vendor will be expected to deliver the requested goods/services within the specified delivery period, if any.

**Confidentiality**

Vendors shall certify that any confidential information obtained from the District shall not be made available, reproduced, sold, distributed or otherwise published or disseminated to any person or entity, except as is necessary for the Vendor to provide the equipment required by the RFB. The Vendor must also agree to notify the District of any instances that the confidentiality of any information to which it has been given access has been breached.



## **Terms of Payment**

Funds will be paid until completion, acceptance and fulfillment of the purchase obligation to the District.

The District refers to the payment terms of the *Texas Prompt Payment Act* as Net 30: Payment of the net (full) amount will be made within 30 days of receipt of the invoice or receipt of material or service, whichever is later.

Billing address for invoices under this RFB is:

**Brownsville Navigation District**

***Finance Department***

**1000 Foust Road**

**Brownsville, TX 78521**

**Electronic invoicing may be submitted to  
[vendor@portofbrownsville.com](mailto:vendor@portofbrownsville.com)**

## **Insurance Requirements**

- (a) The Vendor shall furnish proof of insurance requirements as indicated below and as required under the Contract Documents. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the Brownsville Navigation District, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the Port as "additional insured" shall be at the Vendor's expense.
- (b) The Port shall be given notice 30 days prior to cancellation or modification of any required insurance. The certificate of insurance provided to the Port shall be endorsed or amended to comply with this notice requirement. Such notification will be in writing by registered mail, return receipt requested and addressed to the Port, care of the Director of Administrative Services.
- (c) The Vendor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the Port. Any exclusions or provisions in the insurance maintained by the vendor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.
- (d) The Vendor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this section shall be given to the Port of Brownsville at the following address: Port of Brownsville Attn: Administrative Services Department 1000 Foust Road Brownsville, TX 78521

The successful Vendor shall not commence work under this agreement until all of the insurance required has been obtained and certificates of insurance are on file and approved by the Brownsville Navigation District. Approval of the insurance by the Brownsville Navigation District shall not relieve or decrease the liability of the successful Vendor.

The successful Vendor shall provide and maintain for the duration of this agreement, the following minimum coverage:

Type of Coverage	Limit of Liability
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Comprehensive General Liability	
-Bodily Injury	\$1,000,000/occurrence
-Property Damage	\$1,000,000/occurrence
Comprehensive Automotive Liability	
Coverage to include:	
-All owned vehicles	\$1,000,000/occurrence
-All non-owned vehicles	\$1,000,000/occurrence
-All hired vehicles	\$1,000,000/occurrence

***All policies must be endorsed with a Waiver of Subrogation in favor of the Brownsville Navigation District d/b/a Port of Brownsville.***

All insurance shall be at the sole cost and expense of the successful Vendor. All the liability coverages cited shall name the Brownsville Navigation District as an additional insured as its interest may appear. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District thirty (30) days prior written notice.

## **SECTION II SPECIFICATIONS**

The Port of Brownsville is requesting sealed bids to furnish and install 400 lf of 12" fusible PVC dr-25 by directional bore for the waterlinereplacementat Loma Alta.

**Loma Alta Boring Services  
LAB-391124-51**

Bidder agrees to furnish and install 400 lf of 12" fusible pvc dr-25 by directional bore all materials described in the bid package for the following Unit Prices (which include any and all applicable taxes and fees):

Item	Description	Est QTY	Unit Cost / LF	Amount
1	12" Fusible PVC dr-25	400 LF		
				<b>Total</b>

NOTES:

- The Brownsville Navigation District is exempt from sales taxes.

## **SECTION III Bid FORMS**

**Attachments to this RFB that are required:**

1. Respondent's Acknowledgement Form
2. Vendor Registration and Conflict of Interest Questionnaire
3. Government Code Chapter 2270 and 2252 Disclosure Statement
4. Statement of Non-Collusion
5. Certificate of Interested Parties form 1295
6. Bid Bond
7. Performance and Payment Bonds
8. Proof of Insurance

***The following required forms can also be found at  
[www.portofbrownsville.com](http://www.portofbrownsville.com) – Business With the Port / Vendor  
Information***

- Vendor Registration Form
- Conflict of Interest Questionnaire

**BROWNSVILLE NAVIGATION DISTRICT**  
**Respondent's Acknowledgment Form**

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Applicant's agent or representative hereby proposes and agrees to comply with these Specifications at the prices quoted. The Applicant affirms that, to the best of their knowledge, the submitted Proposal has been arrived at independently and is submitted without collusion to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Applicants in the award of this RFP.

Addendums received:

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Vendor:
Address:
City, State, Zip Code:
Signature of Applicant:
Title with Company:



To Vendors Doing Business with Brownsville Navigation District:

The Texas legislature passed two pieces of legislation that affect the relationship between the Brownsville Navigation District and its vendors. The Board of Commissioners of the Brownsville Navigation District has incorporated these new requirements into the *Code of Ethics* already in place for the District.

The District will now require that any vendor seeking to do business with the Brownsville Navigation District must file certain documents on an annual basis in order to be able to be awarded a purchase contract or a purchase order for goods or services. These forms are:

1. Vendor Registration Form
2. Conflict of Interest Questionnaire

These forms must be re-filed on an annual basis. Copies of the required forms and a full copy of the *Code of Ethics* are available on the District's website at

[www.portofbrownsville.com](http://www.portofbrownsville.com)

Conflict of Interest Questionnaires can be found at the Texas Ethics Commission web site at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Conflict of Interest Questionnaires must be filed in regard to the Brownsville Navigation District "local government officers" which include the Navigation District Commissioners, the Port Director and CEO and the Deputy Port Directors. A listing of these persons is enclosed. Completed forms are to be filed with my office.

Please do not hesitate to contact me should you have any questions regarding these forms.

Sincerely yours,

*M A Barajas*

Miguel Barajas

Procurement and Contract Supervisor

(956) 838-7043 Fax (956) 831-5106

[purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com)

Brownsville Navigation District  
1000 Foust Road/ Brownsville, Texas 78521 / (956) 831 -4592 / (800) 378-5395 / Fax (956) 831-5106  
[www.portofbrownsville.com](http://www.portofbrownsville.com)



## **Brownsville Navigation District Vendor Registration Form**

*Please complete this form to give the District your contact information for use during an RFP/RFB process or to open or update a vendor account*

Date:	Name of Person Providing Information:
If you are currently participating in an RFP process for the District, please indicate the RFP title:	
If you are interested in receiving a notice when an RFP is available, please indicate your areas of interest:	
<input type="checkbox"/> Construction Contracts	<input type="checkbox"/> Security Services
<input type="checkbox"/> Property/Liability Insurance	<input type="checkbox"/> Bank Depository
<input type="checkbox"/> Group Insurance	Other:
<input type="checkbox"/> Salvage Offerings	
<input type="checkbox"/> Uniform Service	

Vendor Name	Web Site
Contact Person:	Fax Number:
Phone Number:	eMail Address:
Mailing Address:	Physical Address:

Form of Business <i>(Individual/Sole Proprietor/Partnership/Corporation/Other)</i>	Taxpayer Identification Number:
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Please return this form by fax to (956) 831-5106 or by email to  
[vendor@portofbrownsville.com](mailto:vendor@portofbrownsville.com)

\_\_\_\_\_  
Signature of Person Providing Information

This vendor is not a Listed Company as per: Section 2252 of the Texas Government Code *Federal Debarred List - SAM.gov	_____ Signature of Purchasing Auditor
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# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ 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.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

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?

☐ Yes

☐ No

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?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ 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).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **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.

**FORM 1295**

**OFFICE USE ONLY**[illegible]

4

Signature of authorized agent of contracting business entity  
(Declarant)

Revised 12/22/2017

**Texas Government Code Sections**  
**2270.002 and 2252.152**  
**Disclosure Statement**

The undersigned business entity hereby represents and warrants that the following statements are true and correct:

- (a) Pursuant to Section 2270.002, Texas Government Code, we hereby represent that we do not boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, we agree not to boycott Israel during the term of this purchase agreement.
- (b) We hereby acknowledge that (a) we do not engage in business with Iran, Sudan, or any foreign terrorist organization and (b) we are not listed by the Texas Comptroller as described in Section 2252.152, Texas Government Code.

Company Name
Authorized Signature
Print Name and Position with the Company
Date

**Brownsville Navigation District**  
**Statement of Non-Collusion**

The undersigned hereby certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Applicant or Port employee, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Applicant: \_\_\_\_\_

(Print Name)

Applicant: \_\_\_\_\_

(Signature)

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

Signature of Company  
Officer Authorizing this  
Proposal: \_\_\_\_\_

Company  
Officer: \_\_\_\_\_

(Print Name)

Officer's  
Title: \_\_\_\_\_

Note: This form must be filled out and submitted with the  
sealed proposal.

# Bid Bond

## Loma Alta Boring Services LAB-391124-51

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 BROWNSVILLE NAVIGATION DISTRICT, TEXAS, as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

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

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of the project known as:

Loma Alta Boring Services LAB-391124-51

" 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 penalty 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 with 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 assigned by their proper officers, the day and year first set forth above.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

# Performance Bond

**Loma Alta Boring Services LAB-391124-51**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum 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:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year post-construction guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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



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

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statutes 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.

ATTACH  
POWER OF ATTORNEY  
TO BE FURNISHED BY CONTRACTOR

# Payment Bond

**Loma Alta Boring Services LAB-391124-51**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum 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 \_\_\_\_\_.

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, coal and coke, 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 change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statutes 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: \_\_\_\_\_  
(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.

ATTACH  
POWER OF ATTORNEY  
TO BE FURNISHED BY CONTRACTOR

# **Certificates of Insurance**

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**Loma Alta Boring Services LAB-391124-51**

**ATTACH**

**CERTIFICATES OF INSURANCE**

**TO BE FURNISHED BY CONTRACTOR**

# Nepotism Chart

The chart below shows:

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood)  
for purposes of interpreting nepotism as defined  
in VTCA Government Code, Chapter 573,  
§§573.021 - .025

Also applicable to Conflict of Interest as outlined  
in Chapter 171 of the Local Government Code

