



**City of Brownsville
Purchasing Department**

**Request for Proposals
for the Replacement of a
Chilled Water System and the Placement of
Energy Efficient Interior and Exterior Lighting
for the City of Brownsville City Plaza Building**

R.F.P. # CWS-46-0910

PRE-PROPOSAL MEETING DATE: August 18, 2010

PRE-PROPOSAL MEETING TIME: 10:00 AM

**At Purchasing Conference Room –
Followed by City Plaza Walk-through**

PROPOSAL DUE DATE: August 26, 2010

PROPOSAL DUE TIME: 4:00 P.M.



RFP # CWS-46-0910

**CITY OF BROWNSVILLE
PURCHASING DEPARTMENT**

INVITATION

*** B/P/Q (Bid/Proposal/Qualifications)**

<u>Description</u>	<u>NUMBER</u>	<u>Pre-Bid Meeting</u>	<u>Bid/ Proposal Opening</u>
Request for Proposals for the Replacement of a Chilled Water System and the Placement of Energy Efficient Interior/ Exterior Lighting for at City Plaza for the City of Brownsville	*P CWS-46-0910	August 18, 2010 at 10:00 A.M. At The Purchasing Conference Room	August 26, 2010 @ 4:00 P.M.

Sealed, bids/proposals will be received by the City of Brownsville, at the Office of Roberto C. Luna, Jr., Purchasing Director, located at City Hall, 1001 E. Elizabeth Street, First Floor, Suite 101, Brownsville, Texas 78520, (956) 548-6081, e-mail: purchasing@cob.us.

Copies of the bid documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing & Contract Services Department. Specifications are available at the Purchasing & Contract Services Department Office. Interested Bidder(s)/Proposer(s) are invited to attend the Bid/Proposal opening at the Office of the Purchasing & Contract Services Department on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://www.cob.us/purchasing/bidsopen.asp>.



Please submit this page upon receipt

For any clarifications, please contact Mr. Roberto Luna, Purchasing and Contracting Department, at the City of Brownsville Purchasing Department at (956) 548-6087. or e-mail: purchasing@ci.brownsville.tx.us

Please fax or mail this page upon receipt of bid package

Fax: (956) 546-2711

If you are unable to bid on this item, kindly indicate your reason for "No Bid" below and fax back. This will insure you remain active on our vendor list.

() Yes, I will be able to Respond.

Name: _____

Company: _____

e-mail: _____

() No, I will not be able to Respond for the following reason:

Name: _____

Company: _____

e-mail: _____



RFP # CWS-46-0910

SECTION I – SUBMISSION REQUIREMENTS

1. SUBMISSION OF PROPOSALS:

One (1) original (marked original), four (4) copies, and one (1) electronic version (Acrobat PDF format only) of the proposal are to be submitted. Once submitted, proposals become the property of City. Proposals must be signed by a duly authorized official of the Firm's/Contractor's organization. Proposals are due at 4:00 PM on August 26, 2010 in a sealed envelope and addressed to:

(Do not send proposals by registered or certified mail.)

Roberto C. Luna, Jr., Purchasing Director
Purchasing & Contract Services Department
City of Brownsville
City Hall 1001 E. Elizabeth St., First Floor, Suite 101
P. O. Box 911 - Brownsville, TX, 78520

Mark Envelope & on the Outside of any carrier's box/envelope:

**Request for Proposals
for the Replacement of a
Chilled Water System and the Placement of Energy
Efficient Interior and Exterior Lighting
for the City of Brownsville City Plaza Building
RFP # CWS-46-0910**

**Proposal Due Date: August 26, 2010
Proposal Due Time: 4:00 PM**

- A. Telegraphic proposals will not be considered.
- B. Proposals may not be withdrawn after the opening.
- C. The forms of proposals are outlined under the following section.

The City of Brownsville reserves the right to reject any and all proposals.



2. **SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES:**

All requests for approved equals, proposal modifications or clarifications must be received in writing, no later than, August 20, 2010, at 4:00 PM, Central Time, to Mr. Roberto Luna, Jr., Purchasing Director, City of Brownsville, City Hall 1001 E. Elizabeth St., First Floor, Suite 101, Brownsville, Texas, 78520. Fax requests will be accepted on or before this deadline at 956/546-2711, or e-mail at purchasing@cob.us. Written responses to all requests will be postmarked at least five (5) calendar days prior to proposal opening. Any responders wanting these responses to be returned by one-day "overnight" mail should provide a completed "air bill", or other pre-paid postage envelope, showing the respondent's account number with the overnight express company.

3 **AUDIT**

The City of Brownsville reserves the right to audit the vendor for Certificate of Occupancy, books and records relating to the performance of this contract. The City of Brownsville, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

4 Service Pre-Requisites & Requirements

1. **No subcontractors or other service providers will be hired by selected CONTRACTOR** in relation to its Contract with the City of Brownsville (CITY), without specific written approval from the CITY. The selected CONTRACTOR shall add no fees, charges or premiums in any amount in addition to the actual cost to that specified in the approved contract for any subcontractor services. Regardless of any CITY approval of a subcontract, the CITY shall in no event be obligated to any third party, including any subcontractor of Respondents for performance of work or service.
2. At any time while the Contract between selected CONTRACTOR and the CITY is in effect, should assigned personnel become unavailable so as to unfavorably impact administration of said Contract, a competent replacement will be provided immediately.
3. The selected CONTRACTOR shall ensure the confidentiality of all information contained in medical records or other confidential source documents deemed essential for purposes of meeting objectives of this Proposal.
4. The selected CONTRACTOR will provide adequate internal control procedures to protect the CITY from financial loss, resulting from any aspect of administering this Contract.
5. At CITY's request, the selected CONTRACTOR shall allow the CITY or its designee to audit all or any files maintained by selected CONTRACTOR without notice.



6. The selected CONTRACTOR shall be available to attend meetings and make presentations as requested by the CITY.

5 Liability & Worker's Compensation Insurance Requirements:

The successful respondent will be required to submit proof of liability insurance coverage to perform maintenance services. In addition, Worker's Compensation Insurance shall be maintained for all employees engaged in fulfilling this contract.

During the term of the Agreement, the Contractor shall procure and keep in force the following insurances:

- A. Worker's Compensation Insurance protection all of its employees.
 - B. General Liability and Property Damage Insurance, with limits, ONE MILLION DOLLARS (\$1,000,000).
 - C. Agrees to name City of Brownsville – officials, officers, agents and employees as additional insured in said policy, and shall give the City at least thirty (30) days notice of any material change in or cancellation or non-renewal of such policies.
- Shall provide the City, with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage.

6 Preparation of Proposal

Proposer is expected to examine this Request for Proposal "RFP" carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to do so may result in disqualification. **Verbal questions and explanations are not permitted.** Each PROPOSER shall submit responses containing all information required by the "RFP"; in this regard, proposals should consist of the completed Attachments "A" (Information About Contractor), "B" (SMWBE Assurance) and "C" (Proposal Form) provided in this "RFP". Failure to respond to all portions of this "RFP" may result in the respondent's response being deemed **non-responsive**. Proposals must be signed by an *officer or principal of the Company*, however, they may be signed by an agent if accompanied by written evidence of authority.

- 7 Proposals will be accepted at same address stated above by no later than 4:00 P.M. Thursday, August 26, 2010. **Proposals received after the time and date specified will not be considered.**

- 8 City of Brownsville hereby notifies all respondents that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, or disability as defined in 49 CFR Part 26, and as amended, in consideration of an award.



- 9 No proposals may be withdrawn for a period of ninety (60) days after the time and submission of said proposal. A respondent may modify or withdraw the bid at any time prior to the bid due date by a written request, signed by the same person who signed the bid.
- 10 Respondents are responsible for making certain bids are delivered to the Purchasing and Contracting Department. Mailing of bid does not ensure that the proposal will be delivered on time or delivered at all. If respondent does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt.
11. Proposals will be accepted in person by United States Mail, by United Parcel Service, or by private courier service. Oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission **will not be acceptable** submissions for bids. Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to the respondents.
12. The City of Brownsville reserves the right to postpone the date and time for opening proposals through an addendum.
13. SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES:

All requests for approved equals, proposal modifications or clarifications must be received in writing, no later than, August 20, 2010, at 4:00 PM, Central Time, to Mr. Roberto Luna, Jr., Purchasing Director, City of Brownsville, City Hall 1001 E. Elizabeth St., First Floor, Suite 101, Brownsville, Texas, 78520. Fax requests will be accepted on or before this deadline at 956/546-2711, or e-mail at purchasing@cob.us. Written responses to all requests will be postmarked at least five (5) calendar days prior to proposal opening. Any responders wanting these responses to be returned by one-day "overnight" mail should provide a completed "air bill", or other pre-paid postage envelope, showing the respondent's account number with the overnight express company.

14. TAXES:

The City of Brownsville is **exempt** from Texas State sales tax and federal excise taxes, and will issue exemption certificates upon request.



15. PROPOSAL REJECTION:

The City reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City.

16. SINGLE PROPOSAL:

In the event a single proposal is received, the City will, at its option, conduct a price and/or cost analysis of the proposal and negotiate the award, or reject the proposal and re-advertise. A price analysis would be performed by comparing price quotations submitted on other current quotations, current price lists, or other established or competitive prices.

17. PROFESSIONAL LIABILITY:

In connection with the provisions of the Firm's obligation, the Firm shall indemnify and hold City of Brownsville and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

18. PERSONNEL

The work is to be performed by competent and qualified personnel. Firms shall have at least one principal designated as an authorized firm's representative.

19. BASIS OF PROPOSAL AWARD AND BID BONDS

This is a proposed Public Works Contract, and Chapter 2258 of the Texas Government Code and City of Brownsville policy requires that the contractor pay wages of the greater of \$8.50 per hour and the **prevailing wage rate** as determined by the **Davis Bacon Act** for work of a similar character in this locality. Contractor is required to submit a certified payroll once contract work is completed.

A certified or cashier's Check or an original Bid Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of Brownsville, Texas, in an amount not less than five percent (5%) of the greatest total amount of the Bid Proposal, must accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract and execute payment and performance bonds as outlined in the specification and Contract Documents.

A Performance Bond, in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract; a



Payment Bond, as required by Chapter §2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment and performance bonds provided to the City of Brownsville for these purposes are required to conform with Article 7.19-1 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law—or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of \$100,000.00 from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law. (See Chapter 2253 – Performance and Payment Bond)

A. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the aforesaid certificate of authority.

B. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the aforesaid reinsurance.

Contractor shall provide either a copy of the list as described in “A.” above, or the contract(s) and letter described in “B.” above, together with the payment and performance bonds.

Bid Bonds, Performance Bonds, Payment Bonds, and Extended Warranty Bonds issued by a corporate surety company not licensed to do business in the State of Texas will not be accepted.

20. DEVIATION FROM SPECIFICATIONS

The firm shall include in their proposal a statement that their proposal meets all the provisions of these specifications. If the proposal does not meet the specifications or includes alternatives or variations to the specifications, these differences shall be clearly stated in all respects.

21 PREPARATION COSTS

The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to the RFP.

22. INDEMNITY PROVISION

Contractor will indemnify and hold harmless the City its officers, employees, and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon any acts on the part of Contractor, its agents, representatives, or employees which may arise out of or result from Contractor's operations



under this contract, regardless of whether such injuries death or damages are caused in whole or in part by the negligence of the City. It is the expressed intention of the parties hereto that the indemnity provided for in this contract is indemnity by Contractor to indemnify and protect the City from the consequences of the City own negligence, whether the negligence in the sole or concurring cause of the injury, death or damage.

This indemnity provision extends to any and all such claims, suites, demands or actions regardless of the type of relief sought thereby and whether such relief is in the form of damages, judgments, costs, reasonable attorney fees and expenses. This indemnity provision shall apply regardless of the nature of the injury or harm alleged and whether such claims are alleged at common law, statutory or constitutional. This indemnity provision, shall apply whether the basis for the claim, suit or demand be attributable in whole or in part to the Contractor, or any of its agents, representatives, or employees.

23. SUBCONTRACTORS

No part of the work to be performed under the contract will be subcontracted or assigned to another firm without prior written consent by City. The Contractor must furnish the names, qualifications, and experience of the proposed subcontractor(s). The primary contractor will remain completely responsible for all services performed and shall assure compliance with all requirements of the contract.

CITY OF BROWNSVILLE RESPONSIBILITES:

The proposal must detail what information is required from the City of Brownsville in support of the lien processes services.

SPECIAL CONDITIONS

Comply with these special conditions.

If at any time the materials or other items awarded to this contractor fail to meet the specifications as included herein, as determined by the Project Computer Engineering Firm, successful Responder shall be in breach of contract.

Responders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.

Proposals not submitted on these forms will not be considered.

The City of Brownsville by receipt of proposals and/or execution of a contract with the successful respondent does not guarantee any minimum purchase of the items proposed upon. If a minimum quantity is specified in the proposal, it shall be the minimum amount of purchase for each purchase order.

No City employee or elected official of the City of Brownsville shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies or services.



Proposer must remain in full compliance with Article 5, Administrative Provisions, Sub-Section 4, Qualifications of the City of Brownsville City Charter:

“The mayor, commissioners, and other officers and employees shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contracts, job, work, or service for the municipality, or interested in the sale to the city of any supplies, equipment, material, or articles purchased.”

For more information please review the full text at:
http://citysecretary.cob.us/article_v.asp

QUESTIONS REGARDING PROPOSAL

Questions regarding proposal should be addressed to:

Roberto C. Luna, Jr.

Purchasing Director

1001 E. Elizabeth, 1st Floor, Suite # 101

Brownsville, Texas 78520

Phone: 956-548-6087

Fax: 956-546-2711

Email: Purchasing@cob.us

24. Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the



previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

Disclosures and Requirements for City Vendors/Contractors

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

B. The City's Discretionary Contracts Disclosure Form

When seeking a discretionary^{1[2]} city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions^{2[3]} totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:



- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

C. Chapter 176 of the Local Government Code

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed "conflict of interest questionnaire" with the Office of the City Secretary within seven (7) days after the person:

- 1) begins contract discussions or negotiations; or
- 2) submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the "Forms" page of the city's ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

D. Political Contribution Prohibition

Any person or company official acting as a legal signatory for a proposed "high-profile" city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of "high-profile" is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

1 City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.

2 "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.

3 Political contributions include both campaign and officeholder contributions.

4. "High-Profile"- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.



24. **NON-APPROPRIATION CLAUSE**

Notwithstanding any provisions of this agreement, the parties agree that the services are payable by city from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to City to pay these services for any fiscal year, this Agreement shall terminate without further obligation of City. In such event, the City Manager of City shall certify to contractor that sufficient funds have not been made available to City to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

25. **Applicable Laws**

This Proposal shall be governed exclusively by the laws of the State of Texas and the courts thereof. The parties further stipulate that this proposal was entered into in Cameron County, Texas and that proper venue lies exclusively with the District and County Courts of Cameron County, Texas.

27. **Force Majeure**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

28. **Completion Time**

Project shall be completed within 120 consecutive calendar days. Liquidated damages will be \$1,000.00

29. **Warranty**

Parts and Compressors must have a minimum of 5 year warranty. Labor must have a 1 year warranty.



II. GENERAL INTENT, REQUIREMENTS AND CONDITIONS

Project Narrative

The City of Brownsville is requesting proposals to provide energy efficiency upgrades to the existing City Plaza Building air conditioning and lighting located at 1034 East Levee Street, Brownsville, Texas 78520. The goals of the project are to upgrade the existing energy consuming equipment in the building thereby reducing the energy consumption, utility costs and environmental impact. The scope of work shall include replacing an existing chiller, providing a new temperature control/energy management system, upgrade the existing lighting system, install a new duct-free split system for the Birth Records room. The City has entered into an agreement with the United States Department of Energy and the State of Texas to fund these upgrades with a 2009 Recovery Act – Energy Efficiency and Conservation Block Grant.

Existing Facility

The City Plaza building is a two-story facility with a two-story atrium located in the center of the building. Customer service counters are located on the first floor. General office spaces are located on the perimeter of the two floors. An adjacent bank building was purchased by the City and is used for general office spaces. This adjacent building is referred to as the Plaza Annex. The area of the two buildings is approximately 45,000 square feet.

The existing City Plaza Building has a nominal 150-ton 1996 air cooled chiller located on the upper level of the parking garage. The chiller has R-22 refrigerant and has corrosion on the condenser coils. A boiler room is located on the roof of the Annex building attached to the Plaza. The chiller and boiler serve four multi-zone air handling units located below the parking garage. There is a chilled water fan-coil located in Birth Records room. This fan-coil requires the chiller to run continuously. The existing control system is pneumatic.

Scope of Work

1.0 New Web-Based control system

Provide a new Web-based direct digital control (DDC) building control system (BCS) for the existing and new air conditioning equipment to reduce energy consumption, improve indoor air quality, decrease humidity levels and improve employee comfort and productivity. The new BCS shall be Web-based for remote accessibility and monitoring. The new control system shall eliminate the existing pneumatic controls and improve control in problem areas. All thermostats and controls shall be hardwired.

- DDC for multi-zone AHU-1,2,3,4.
 - Enable fan and monitor status per occupied schedules.
 - Upgrade existing chilled & hot water valves to a new valve with electronic actuator.
 - New electronic space temperature sensors with new zone damper actuators, 14 zones. Provide supply air temperature sensor for each supply duct (14).



- Monitor return air humidity and add dehumidification sequence to the cold deck.
- Control hot deck from supply temperature sensor, reset temperature by season to save energy.
- Provide return air CO2 sensor and new outside air damper actuator for improved indoor air quality.
- Upgrade the existing fan motors to premium efficiency type and add new variable frequency drives (VFD) to these air handling units.
- DDC for central plant equipment:
 - Enable chiller with status and alarm monitoring. Integrate directly with control board on new chiller. All setpoints, operating parameters, alarms, alerts, schedules, operating temperatures and pressures.
 - Enable and status for two existing chilled pumps and one hot water pump.
 - Enable boiler and monitor operating status.
- New DDC for the existing 50 ton air-handler system and two existing 25-ton condensing units.
 - Fan enable and status.
 - DX cooling enable in stages to provide comfort and save energy.
 - Enable electric heat.
 - Space and supply air temperature sensors.
- New DDC for two existing 15 ton split systems.
 - Control points and logic similar to item above.
- i-Vu or equivalent operating software shall include:
 - Colorgraphic representations of above integrated equipment.
 - Space temperatures shall be changeable by the multi-color slide bar.
 - Occupancy schedules shall be viewable as a graph and changeable by the operator. Schedules shall be hierarchal type that allows the operator to change all schedules at the building level, by floor or area or by zone.
 - System shall be able to trend any designated points for a specific time period. Trend data can be archived as a written report or input into spreadsheet programs such as Microsoft Excel.
 - System shall be accessible through the City's local area network (LAN) system by authorized users. A dedicated computer is not required for authorized users.
 - System shall be accessed off-site by designated user with required security clearance and user access level.
 - Alarms may be acknowledged by the operator.

New high efficiency air-cooled chiller

Replace the existing air-cooled chiller with a high-efficiency screw compressor air-cooled chiller. This upgrade shall eliminate the chlorinated refrigerant (R-22) in the Building and utilize environmentally friendly R-134a. The existing refrigerant has been phased out by the air conditioning industry per EPA regulations. The new refrigerant has no EPA phase-out schedule. Features of the chiller shall include:

- The new chiller shall have high efficiency screw compressors with electronic expansion valve and two independent refrigeration circuits.



- Chiller capacity shall be a nominal 150 tons at ARI operating conditions (min: 145 tons, max: 160 tons).
- Confirm that the existing power circuit is compatible with the new chiller. Extend existing power conduit and wire to new chiller connection. Provide new fuses for existing disconnect switch. Existing voltage is 460 volts/3 phase. Provide a control transformer or a dedicated 120 volt control circuit. All field wiring shall be installed per NEC class 1 system with conductors rated to 600 volts.
- Efficiency shall be 10.3 EER and IPLV of 14.5. Ratings are based upon coil coatings specified.
- Corrosion resistant condenser coil coatings, E-coat. Condenser coils shall be protected by hail guards.
- The A-weighted sound power level shall be 101 dba.
- Factory startup of the chiller by the manufacturer's service department.
- First year maintenance agreement including three quarterly and one annual inspection.
- One year parts and labor warranty on the entire chiller; additional 4-year parts and labor warranty on the compressors.
- Integration into BCS for improved diagnostics and maintenance. Provide BACnet card for integration.
- Changeout over a weekend to reduce inconvenience to employees and customers.
- Re-use existing chilled water pumps.
- Repair/replace existing insulation on the chilled water piping affected by this upgrade. Provide new aluminum jacket over insulation to the extent that the piping is new.
- Provide rubber isolators under the chiller where indicated in the manufacturer's installation/service manual.
- Provide complete crane setup of removal of old chiller and new chiller install.
- Contractor responsible for disposal of old chiller and following E.P.A. regulations.
- Installation of new A/C Chiller must be done after business hours or during a City Holiday, and/or weekends. Installation should not interfere with City daily business. Wiring and and controls and any other related installation procedures may be done during regular business hours. Coordinattion will be done with Mr. Eddie Rivera at 956-459-1225.

New duct-free split system for the Birth Records room.

Provide a new one-ton duct-free split system (13 SEER) with a remote condensing unit to operate after business hours providing cooling to the Birth Records room. This room requires continuous air conditioning to maintain the integrity of the documents. The addition of the new system shall allow the building central cooling system to be shut-down at night and weekends saving energy for the facility. The existing chilled water fan-coil unit shall remain. The control system above shall allow the central cooling system to condition the room during the Plaza occupied schedule. The duct-free system shall operate during the unoccupied schedule. Provide required refrigerant lines with insulation, electrical power and disconnect, R-410a refrigerant, sight glass, crankcase heater.



Upgrade existing lighting system

Contractor shall upgrade the existing T-12 lamp lighting system with new high efficiency T-850 series lamps including new ballasts and reflectors to improve the lighting distribution and reduce energy consumption throughout the interior and exterior of the building including the parking garage. The exterior lighting shall be upgraded to equivalent high efficiency lamps. Contractor shall provide survey to owner with the following information as a minimum:

- Report on building foot-candle performance prior to upgrade.
- Final foot-candle report after upgrade.
- Safety briefings stating compliance with OSHA and EPA standards.
- Documentation that items removed are recycled or disposed of in compliance with industry standards and regulations.

General Standards of Construction

The contractor shall provide all of the above scope of work in compliance with local, state and federal regulations and laws. The following items shall be addressed by the Contractor:

- Pre-construction meeting to identify scheduling of the project.
- Approval of project sub-contractors, provide resume of each subcontractor. Identify HUB certified contractors and submit documentation.
- Provide project identification tags, sign-in/sign-out logs and security checks for all project workers.
- Coordinate parking location available to project workers and use of toilet facilities.
- Identify any locations of existing asbestos with City representative. Receive confirmation from City that all existing asbestos has been removed. If asbestos is present and is to remain, identify locations for all workers and confirm that it is protected from damage and workers are protected from exposure.
- Coordination with existing tenants to minimize disruption to normal business activities.
- Coordination with the City to schedule street closures and permits.
- Removal of construction debris on a daily basis. Coordinate location of refuse container.
- Recycling and disposal of materials in compliance with applicable regulations.
- Provide and schedule safety meetings for all workers and a representative of the City. Provide safety procedures for emergency conditions including fire, severe weather damage to or loss of building utilities. Confirm emergency exits for tenants and workers.
- Maintain MSDS documentation on-site for building occupants and workers.
- Bi-weekly reviews of construction schedule and status with City representative.
- Execution of City punch-list items and confirmation of compliance.
- Project documentation: include as-built drawings, submittal drawings, owners and service manuals.
- Confirm substantial completion of work and establish warranty start-up date.



III. PROPOSAL REQUIREMENTS

The proposal must be divided into two separately sealed packages: a Technical Proposal and a Cost Proposal. Each proposal will be evaluated based on the following information:

Technical Proposal

- Offeror's Experience and Capabilities
- Technology
- Functional Requirements
- Best Practice and Business Role Support

Cost Proposal

- Project Cost(s)

This is a fixed cost proposal. The City of Brownsville will also determine Cost vs. Value as part of the evaluation criteria. All project costs should be included in "Cost Proposal." The Cost Proposal will only be opened if the Offeror meets the requirements as stated in the Technical Proposal.

Process for Submitting Proposal

This section defines the required content and format for the proposals submitted to the City of Brownsville. Participating vendors shall adhere to the following outline:

- Company Information
 - Overview information on the proposing company
- Technical Proposal Description
 - Detail description of the solution architecture, function and features
- Completion of the Brownsville System Requirement Checklist
 - Listing of the city's application requirements found in Section 9
- Cost Detail Description
 - Detail price breakdown

Technical Proposal – Please submit four (4) signed original proposals in paper form, clearly marked and one (1) CD containing electronic copy of your Technical Proposal.

Cost Proposal – Please submit four (4) signed original proposals in paper form, clearly marked as well as one (1) CD containing electronic copy of your Cost Proposal.

Structure and Content of the Technical Proposal

The Technical Proposal should include detailed information of how Offeror proposes to accomplish all tasks and deliverables contained herein. The proposal should be presented in a specific order as prescribed in this section. The Technical Proposal **MUST NOT** contain any cost information.



Evaluation Criteria Score Sheet

Company/ Firm Qualifications	15 Total Points
Proposed Energy savings	25 Total Points
Client References for Similar Projects	25 Total Points
Fee Schedule/ Cost Proposal	35 Total Points
Grand Total	100



SELECTION AND AWARD PROCESS

1. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant (if necessary). A short list of firms will be identified and may be interviewed by the evaluation committee.
2. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract at a fair and reasonable price.
3. If the City is unable to negotiate a satisfactory contract with the most highly qualified person or firm, the City shall formally end negotiations with that person or firm and begin negotiations with the second most highly qualified person or firm.
4. Negotiations shall be undertaken in this sequence until a contract is made. The evaluation committee may allow proposal revisions after submission in order to obtain the best final proposal. Following the interviews and negotiations, the evaluation committee will recommend a contractor to the City of Brownsville. The City Commission will make the final selection of the contractor based on the evaluation committee's recommendation and whether the qualified Proposer's proposal is determined to be the most advantageous to the City, considering the evaluation factors set forth in this RFP.
5. No individual of any using department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services.

A review committee will be formed to review the proposals submitted. The committee will rank the proposals and firms, with consideration for those items mentioned above. After ranking the proposals submitted, the committee will review the Cost Element (fee Structure) of the top two or three Firm's. If, after review and evaluation of the proposer's requirements and Cost Element (fee Structure), the committee determines that oral presentations would be beneficial, it will schedule these with the top two or three proposers; the committee will re-evaluate these firms for final selection. A chief contact person for the firm who has the ability to fully answer all question regarding their proposal, will be expected to attend any oral presentation scheduled. The City of Brownsville reserves the right to award a contract without conducting any interviews.



RFP # CWS-46-0910

PROPOSAL TRANSMITTAL LETTER MINIMUM REQUIREMENTS

TO: Mr. Roberto C. Luna, Jr.
Purchasing & Contract Services Director
City of Brownsville
PO Box 911, 1001 E. Elizabeth Street, First Floor, Suite 101
Brownsville, TX 78522-0911

SUBJECT: Request for Proposals for the Replacement of a Chilled Water System and the Placement of Energy Efficient Interior and Exterior Lighting for the City of Brownsville City Plaza Building

The attached proposal is submitted by (name of Respondent) in response to the City of Brownsville, State of Texas, Request for Proposal Number CWS-46-0910. All terms and conditions of the RFP have been acknowledged by the undersigned, an authorized, binding representative of

Authorized Signature

Date



AUTHORIZED CONTACT FORM:

This *IFB/RFP/SOQ has been issued by City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its content, and all issues concerning it.

All communication regarding this IFB/RFP/SOQ shall be directed to an authorized representative of City Purchasing & Contract Services Department. The Purchasing Director or Assistant Director facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Department Director or Assistant Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

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

Notary Public _____

My Appointment Expires: _____

* *IFB – Invitation for Bids*

RFP – Request for Proposals

SOQ – Statements of Qualifications



CITY OF BROWNSVILLE DISCLOSURE OF INTERESTS

City of Brownsville, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

FIRM NAME:

STREET: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each "employee" of the City of Brownsville having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

- 2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department



- 3. State the names of each “board member” of the City of Brownsville having an “ownership interest” constituting 10% or more of the ownership in the above named “firm”, or employed by the above named “firm.”

Name	Board, Commission, or Committee

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____



DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.”

PLEASE FILL IN THE INFORMATION NEEDED AND SUBMIT TO:

**THE CITY OF BROWNSVILLE
PURCHASING DEPARTMENT
P. O. BOX 911
BROWNSVILLE, TEXAS 78520**



**VENDOR ACKNOWLEDGMENT FORMS
CITY OF BROWNSVILLE
NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by *CITY OF BROWNSVILLE*. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF BROWNSVILLE for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF BROWNSVILLE that Bidder has not been 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 or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things 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 CITY OF BROWNSVILLE 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 to any officer, trustee, agent or member of the CITY OF BROWNSVILLE in return for the person having exercised the 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 member of CITY OF BROWNSVILLE 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.

Date: _____

Company Name: _____

Signature : _____

Title: _____

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



TxDOT – DBE Business Forms

<http://www.fta.dot.gov/index.html>

http://www.fta.dot.gov/funding/apply/grants_financing_6018.html

A. DBE Certification

The RESPONDER complies with 49 CFR 26.49 regarding the transit vehicle manufacturer's overall DBE goal.

<http://www.osdbu.dot.gov/>

<http://www.osdbu.dot.gov/DBEProgram/index.cfm>

The South Central Texas Regional Certification Agency (SCTRCA) is a non-profit corporation that represents several public entities in the South Texas area. These entities are committed to enhancing participation for disadvantaged, minority and woman owned businesses in public/government contracting and purchasing activities.

Visit web site link for more information: <http://www.sctrca.org/>



HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

It is the policy of the City of Brownsville Purchasing & Contract Services Department to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Purchasing & Contract Services Department has adopted the State of Texas Statewide HUB Program, administered by the Texas Building and Procurement Commission. If the Purchasing & Contract Services Department determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the contract.

Please follow the following link and choose Cameron County to run a HUB search.

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Centralized Master Bidders List (CMBL) & Historically Underutilized Business (HUB) Search

Search:
 CMBL only, HUBs on CMBL, HUBs not on CMBL
 HUB Mentor Protege, All Vendors

Vendor ID: ?
Vendor Number: ?
Vendor Name: begins with Name ?
Include Inactive Vendors: ? **Small Businesses Only:** Yes, No

Selection 1: Class Code: Item: District:
Selection 2: Class Code: Item: District:
Selection 3: Class Code: Item: District: ?
[Class Code](#) | [Item Code](#) | [District](#)

Texas County: ?
City: begins with
Zip: begins with
Sort by:
Output as:
Results:

Output may contain coded information in [Hub Status](#) and [Reason Off CMBL](#)

[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)
Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)



CERTIFICATION FORM

A) COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)

The bidder hereby certifies that it will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and U.S. DOT-approved Disadvantage Business Enterprise (DBE) program are incorporated in this contract by reference.

B) DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

The bidder certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNATURE _____

TITLE

COMPANY _____

DATE

State of _____, County of _____

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

Notary Public _____

My Appointment Expires: _____



RFP # CWS-46-0910

GENERAL DECISION: TX20100006 03/12/2010 TX6

Date: March 12, 2010

General Decision Number: TX20100006 03/12/2010

Superseded General Decision Number: TX20080006

State: Texas

Construction Types: Building and Residential

Counties: Cameron and Hidalgo Counties in Texas.

BUILDING AND RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and garden apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010

* SUTX1990-013 05/01/1990

	Rates	Fringes
BOILERMAKER		
RESIDENTIAL CONSTRUCTION		
ONLY.....	\$ 16.35	2.315
BRICKLAYER		
RESIDENTIAL CONSTRUCTION		
ONLY.....	\$ 7.25	
CARPENTER (Including Drywall		
Hanging and Acoustical		
Ceiling Installation)		
BUILDING CONSTRUCTION ONLY		
Excluding Batt Insulation..	\$ 7.25	
CARPENTER		
RESIDENTIAL CONSTRUCTION		
ONLY.....	\$ 7.25	
CEMENT MASON/CONCRETE		
FINISHER (Excluding Form		
Setting)		



RFP # CWS-46-0910

BUILDING CONSTRUCTION ONLY..\$ 7.25

CEMENT MASON/CONCRETE FINISHER

RESIDENTIAL CONSTRUCTION ONLY.....\$ 7.25

ELECTRICIAN

BUILDING CONSTRUCTION ONLY..\$ 8.30

Electricians: (Residential)

RESIDENTIAL CONSTRUCTION ONLY.....\$ 7.25

FLOOR LAYER: CARPET (SOFT)

FLOOR

BUILDING CONSTRUCTION ONLY..\$ 7.25

RESIDENTIAL CONSTRUCTION ONLY.....\$ 7.25

Insulation Installer

RESIDENTIAL CONSTRUCTION ONLY.....\$ 7.25

IRONWORKER, REINFORCING

RESIDENTIAL CONSTRUCTION ONLY.....\$ 7.25

Laborer, common

BUILDING CONSTRUCTION ONLY..\$ 7.25

LABORER

RESIDENTIAL CONSTRUCTION

ONLY

Pipelayer.....\$ 7.25

Unskilled.....\$ 7.25

PAINTER (Including Drywall

Finishing, Taping, and

Bedding)

BUILDING CONSTRUCTION ONLY..\$ 7.25

PAINTER

RESIDENTIAL CONSTRUCTION

ONLY.....\$ 7.25



PIPEFITTER (Including HVAC Work)

BUILDING CONSTRUCTION ONLY..\$ 7.28 .12

Plasterer tender

BUILDING CONSTRUCTION ONLY..\$ 7.25

PLASTERER

BUILDING CONSTRUCTION ONLY..\$ 8.41

RESIDENTIAL CONSTRUCTION ONLY.....\$ 7.25

PLUMBER (Excluding HVAC Work)

BUILDING CONSTRUCTION ONLY..\$ 7.50 .48

Plumbers and Pipefitters

RESIDENTIAL CONSTRUCTION ONLY.....\$ 8.20

Power equipment operators:

BUILDING CONSTRUCTION ONLY

Backhoe.....\$ 7.25 .48

RESIDENTIAL CONSTRUCTION

ONLY

Backhoe.....\$ 7.25

Grader.....\$ 7.25

Loader.....\$ 7.25

ROOFER, Including Built Up, Composition and Single Ply Roofs

RESIDENTIAL CONSTRUCTION

ONLY.....\$ 7.25

Sheet metal worker

RESIDENTIAL CONSTRUCTION

ONLY.....\$ 7.25

Sheet Rock Installer

RESIDENTIAL CONSTRUCTION

ONLY.....\$ 7.25

SHEETMETAL WORKER (Including HVAC duct Work)

BUILDING CONSTRUCTION ONLY..\$ 7.25



TILE SETTER

BUILDING CONSTRUCTION ONLY..\$ 7.25
 RESIDENTIAL CONSTRUCTION
 ONLY.....\$ 7.25

TRUCK DRIVER

BUILDING CONSTRUCTION ONLY..\$ 7.25
 RESIDENTIAL CONSTRUCTION
 ONLY.....\$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted



because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



CHAPTER 2253. PUBLIC WORK PERFORMANCE AND PAYMENT BONDS

SUBCHAPTER A. GENERAL PROVISIONS

§ 2253.001. DEFINITIONS. In this chapter:

(1) "Governmental entity" means a governmental or quasi-governmental authority authorized by state law to make a public work contract, including:

- (A) the state, a county, or a municipality;
- (B) a department, board, or agency of the state, a county, or a municipality; and
- (C) a school district or a subdivision of a school district.

(2) "Payment bond beneficiary" means a person for whose protection and use this chapter requires a payment bond.

(3) "Prime contractor" means a person, firm, or corporation that makes a public work contract with a governmental entity.

(4) "Public work contract" means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

(5) "Public work labor" means labor used directly to carry out a public work.

(6) "Public work material" means:

- (A) material used, or ordered and delivered for use, directly to carry out a public work;
- (B) specially fabricated material;
- (C) reasonable rental and actual running repair costs for construction equipment used, or reasonably required and delivered for use, directly to carry out work at the project site; or

(D) power, water, fuel, and lubricants used, or ordered and delivered for use, directly to carry out a public work.

(7) "Retainage" means the part of the payments under a public work contract that are not required to be paid within the month after the month in which the public work labor is performed or public work material is delivered under the contract.

(8) "Specially fabricated material" means material ordered by a prime contractor or subcontractor that is:

- (A) specially fabricated for use in a public work; and
- (B) reasonably unsuitable for another use.

(9) "Subcontractor" means a person, firm, or corporation that provides public work labor or material to fulfill an obligation to a prime contractor or to a subcontractor for the performance and installation of any of the work required by a public work contract.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.
Amended by Acts 1999, 76th Leg., ch. 62, § 8.20, eff. Sept. 1, 1999.

§ 2253.002. EXEMPTION. This chapter does not apply to a public work contract entered into by a state agency relating to an action taken under Subchapter F or I, Chapter 361, Health and Safety Code, or Subchapter I, Chapter 26, Water Code.



Added by Acts 1997, 75th Leg., ch. 793, § 18, eff. Sept. 1, 1997.

SUBCHAPTER B. GENERAL REQUIREMENTS; LIABILITY

§ 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED. (a)

A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

(1) a performance bond if the contract is in excess of \$100,000; and

(2) a payment bond if the contract is in excess of \$25,000.

(b) The performance bond is:

(1) solely for the protection of the state or governmental entity awarding the public work contract;

(2) in the amount of the contract; and

(3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

(c) The payment bond is:

(1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and

(2) in the amount of the contract.

(d) A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

(e) A bond executed for a public work contract with the state or a department, board, or agency of the state must be payable to the state and its form must be approved by the attorney general. A bond executed for a public work contract with another governmental entity must be payable to and its form must be approved by the awarding governmental entity.

(f) A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

(g) A governmental entity may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, § 5.43(a), eff. Sept. 1, 1995; Acts 2001, 77th Leg., ch. 380, § 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 614, § 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1275, § 2(86), eff. Sept. 1, 2003; Acts 2005, 79th Leg., ch. 728, § 11.122, eff. Sept. 1, 2005.

§ 2253.022. PERFORMANCE AND PAYMENT BONDS; INSURED LOSS. (a) A governmental entity shall ensure that an insurance



RFP # CWS-46-0910

company that is fulfilling its obligation under a contract of insurance by arranging for the replacement of a loss, rather than by making a cash payment directly to the governmental entity, furnishes or has furnished by a contractor, in accordance with this chapter:

(1) a performance bond as described by Section 2253.021(b) for the benefit of the governmental entity; and
(2) a payment bond as described in Section 2253.021(c) for the benefit of the beneficiaries described by that subsection.

(b) The bonds required to be furnished under Subsection (a) must be furnished before the contractor begins work.

(c) It is an implied obligation under a contract of insurance for the insurance company to furnish the bonds required by this section.

(d) To recover in a suit with respect to which the insurance company has furnished or caused to be furnished a payment bond, the only notice required of a payment bond beneficiary is the notice given to the surety in accordance with Subchapter C.

(e) This section does not apply to a governmental entity when a surety company is complying with an obligation under a bond that had been issued for the benefit of the governmental entity.

(f) If the payment bond required by Subsection (a) is not furnished, the governmental entity is subject to the same liability that a surety would have if the surety had issued the payment bond and the governmental entity had required the bond to be provided. To recover in a suit under this subsection, the only notice required of a payment bond beneficiary is a notice given to the governmental entity, as if the governmental entity were the surety, in accordance with Subchapter C.

Added by Acts 1997, 75th Leg., ch. 1132, § 3, eff. Sept. 1, 1997.

§ 2253.023. ATTEMPTED COMPLIANCE. (a) A bond furnished by a prime contractor in an attempt to comply with this chapter shall be construed to comply with this chapter regarding the rights created, limitations on those rights, and remedies provided.

(b) A provision in a bond furnished by a prime contractor in an attempt to comply with this chapter that expands or restricts a right or liability under this chapter shall be disregarded, and this chapter shall apply to that bond.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.024. INFORMATION FROM CONTRACTOR OR SUBCONTRACTOR. (a) A prime contractor, on the written request of a person who provides public work labor or material and when required by Subsection (c), shall provide to the person:

(1) the name and last known address of the governmental entity with whom the prime contractor contracted for the public work;

(2) a copy of the payment and performance bonds for the public work, including bonds furnished by or to the prime contractor; and

(3) the name of the surety issuing the payment bond and the performance bond and the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

(b) A subcontractor, on the written request of a governmental entity, the prime contractor, a surety on a bond that covers the public work contract, or a person providing work under the subcontract and when required by Subsection (c), shall provide



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to the person requesting the information:

- (1) the name and last known address of each person from whom the subcontractor purchased public work labor or material, other than public work material from the subcontractor's inventory;
- (2) the name and last known address of each person to whom the subcontractor provided public work labor or material;
- (3) a statement of whether the subcontractor furnished a bond for the benefit of its subcontractors and materialmen;
- (4) the name and last known address of the surety on the bond the subcontractor furnished; and
- (5) a copy of that bond.

(c) Information requested shall be provided within a reasonable time but not later than the 10th day after the receipt of the written request for the information.

(d) A person from whom information is requested may require payment of the actual cost, not to exceed \$25, for providing the requested information if the person does not have a direct contractual relationship with the person requesting information that relates to the public work.

(e) A person who fails to provide information required by this section is liable to the requesting person for that person's reasonable and necessary costs incurred in getting the requested information.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.
Amended by Acts 2001, 77th Leg., ch. 380, § 2, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 728, § 11.123, eff. Sept. 1, 2005.

§ 2253.025. INFORMATION FROM PAYMENT BOND BENEFICIARY. (a) A payment bond beneficiary, not later than the 30th day after the date the beneficiary receives a written request from the prime contractor or a surety on a bond on which a claim is made, shall provide to the contractor or surety:

- (1) a copy of any applicable written agreement or purchase order; and
- (2) any statement or payment request of the beneficiary that shows the amount claimed and the work performed by the beneficiary for which the claim is made.

(b) If requested, the payment bond beneficiary shall provide the estimated amount due for each calendar month in which the beneficiary performed public work labor or provided public work material.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.026. COPY OF PAYMENT BOND AND CONTRACT. (a) A governmental entity shall furnish the information required by Subsection (d) to any person who applies for the information and who submits an affidavit that the person:

- (1) has supplied public work labor or material for which the person has not been paid;
- (2) has contracted for specially fabricated material for which the person has not been paid; or
- (3) is being sued on a payment bond.

(b) The copy of the payment bond or public work contract is prima facie evidence of the content, execution, and delivery of the original.

(c) An applicant under this section shall pay any reasonable fee set by the governmental entity for the actual cost of preparation of the copies.

(d) A governmental entity shall furnish the following



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information to a person who makes a request under Subsection (a):

- (1) a certified copy of a payment bond and any attachment to the bond;
- (2) the public work contract for which the bond was given; and
- (3) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.
Amended by Acts 2001, 77th Leg., ch. 380, § 3, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 728, § 11.124, eff. Sept. 1, 2005.

§ 2253.027. LIABILITY OF GOVERNMENTAL ENTITY. (a) If a governmental entity fails to obtain from a prime contractor a payment bond as required by Section 2253.021:

(1) the entity is subject to the same liability that a surety would have if the surety had issued a payment bond and if the entity had obtained the bond; and

(2) a payment bond beneficiary is entitled to a lien on money due to the prime contractor in the same manner and to the same extent as if the public work contract were subject to Subchapter J, Chapter 53, Property Code.

(b) To recover in a suit under Subsection (a), the only notice a payment bond beneficiary is required to provide to the governmental entity is a notice provided in the same manner as described by Subchapter C. The notice must be provided as if the governmental entity were a surety.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.
Amended by Acts 2003, 78th Leg., ch. 515, § 1, eff. Sept. 1, 2003.

SUBCHAPTER C. NOTICE REQUIREMENTS

§ 2253.041. NOTICE REQUIRED FOR CLAIM FOR PAYMENT FOR LABOR OR MATERIAL. (a) To recover in a suit under Section 2253.073 on a payment bond for a claim for payment for public work labor performed or public work material delivered, a payment bond beneficiary must mail to the prime contractor and the surety written notice of the claim.

(b) The notice must be mailed on or before the 15th day of the third month after each month in which any of the claimed labor was performed or any of the claimed material was delivered.

(c) The notice must be accompanied by a sworn statement of account that states in substance:

- (1) the amount claimed is just and correct; and
- (2) all just and lawful offsets, payments, and credits known to the affiant have been allowed.

(d) The statement of account shall include the amount of any retainage applicable to the account that has not become due under the terms of the public work contract between the payment bond beneficiary and the prime contractor or between the payment bond beneficiary and a subcontractor.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.042. COPY OF AGREEMENT AS NOTICE OF CLAIM FOR



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UNPAID LABOR OR MATERIAL. A payment bond beneficiary has the option to enclose with the sworn statement of account, as the notice for a claim under a written agreement for payment for public work labor performed or public work material delivered, a copy of the written agreement and a statement of the completion or the value of partial completion of the agreement.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.043. NOTICE OF CLAIM FOR UNPAID LABOR OR MATERIAL WHEN WRITTEN AGREEMENT DOES NOT EXIST. (a) Except as provided by Section 2253.044, if a written agreement does not exist between the payment bond beneficiary and the prime contractor or between the payment bond beneficiary and the subcontractor, the notice for a claim for unpaid bills must contain:

- (1) the name of the party for whom the public work labor was performed or to whom the public work material was delivered;
- (2) the approximate date of performance or delivery;
- (3) a description of the public work labor or material for reasonable identification; and
- (4) the amount due.

(b) The payment bond beneficiary must generally itemize the claim and include with it copies of documents, invoices, or orders that reasonably identify:

- (1) the public work labor performed or public work material delivered for which the claim is made;
- (2) the job; and
- (3) the destination of delivery.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.044. NOTICE OF CLAIM FOR MULTIPLE ITEMS OF LABOR OR MATERIAL. The notice for a claim for lump-sum payment for multiple items of public work labor or material must:

- (1) describe the labor or material in a manner that reasonably identifies the labor or material;
- (2) state the name of the party for whom the labor was performed or to whom the material was delivered;
- (3) state the approximate date of performance or delivery;
- (4) state whether the contract is written or oral;
- (5) state the amount of the contract; and
- (6) state the amount claimed.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.045. NOTICE OF CLAIM FOR UNPAID LABOR OR MATERIAL UNDER WRITTEN UNIT PRICE AGREEMENT. The notice for a claim for public work labor performed or public work material delivered by a payment bond beneficiary who is a subcontractor or materialman to the prime contractor or to a subcontractor and who has a written unit price agreement that is wholly or partially completed is sufficient if the beneficiary attaches to the sworn statement of account:

- (1) a list of units and unit prices set by the contract; and
- (2) a statement of those completed and partially completed units.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.



§ 2253.046. NOTICE REQUIRED FOR CLAIM FOR PAYMENT OF RETAINAGE. (a) To recover in a suit under Section 2253.073 on a payment bond for a claim for payment of retainage, a payment bond beneficiary whose contract with a prime contractor or subcontractor provides for retainage must mail written notice of the claim to the prime contractor and the surety on or before the 90th day after the date of final completion of the public work contract.

(b) The notice shall consist of a statement of:

- (1) the amount of the contract;
- (2) any amount paid; and
- (3) the outstanding balance.

(c) Notice of a claim for payment of retainage is not required if the amount claimed is part of a prior claim made under this subchapter.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.047. ADDITIONAL NOTICE REQUIRED FOR PAYMENT BOND BENEFICIARY WITHOUT DIRECT CONTRACTUAL RELATIONSHIP WITH PRIME CONTRACTOR. (a) To recover in a suit under Section 2253.073 on a payment bond, a payment bond beneficiary who does not have a direct contractual relationship with the prime contractor for public work labor or material must mail notice as required by this section.

(b) A payment bond beneficiary who contracts with a subcontractor for retainage must mail, on or before the 15th day of the second month after the date of the beginning of the delivery of public work material or the performance of public work labor, written notice to the prime contractor that:

- (1) the contract provides for retainage; and
- (2) generally indicates the nature of the retainage.

(c) The payment bond beneficiary must mail to the prime contractor written notice of a claim for any unpaid public work labor performed or public work material delivered. The notice must be mailed on or before the 15th day of the second month after each month in which the labor was performed or the material was delivered. A copy of the statement sent to a subcontractor is sufficient as notice under this subsection.

(d) The payment bond beneficiary must mail to the prime contractor, on or before the 15th day of the second month after the receipt and acceptance of an order for specially fabricated material, written notice that the order has been received and accepted.

(e) This section applies only to a payment bond beneficiary who is not an individual mechanic or laborer and who makes a claim for wages.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.048. MAILING NOTICE. (a) A notice required by this subchapter to be mailed must be sent by certified or registered mail.

(b) A notice required by this subchapter to be mailed to a prime contractor must be addressed to the prime contractor at the contractor's residence or last known business address.

(c) A person satisfies the requirements of this subchapter relating to providing notice to the surety if the person mails the notice by certified or registered mail to the surety:

- (1) at the address stated on the bond or on an attachment to the bond;
- (2) at the address on file with the Texas Department of



Insurance; or
(3) at any other address allowed by law.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.
Amended by Acts 2001, 77th Leg., ch. 380, § 4, eff. Sept. 1, 2001.

SUBCHAPTER D. CLAIMS ON BONDS; ENFORCEMENT

§ 2253.071. TERMINATION OR ABANDONMENT OF CONTRACT; PROCEEDS OF CONTRACT. (a) The proceeds of a public work contract are not payable, until all costs of completion of the contract work are paid by the contractor or the contractor's surety, to a contractor who furnishes a bond required by this chapter if:

(1) the contractor abandons performance of the contract; or
(2) the contractor's right to proceed with performance of the contract is lawfully terminated by the awarding governmental entity because of the contractor's default.

(b) The balance of the public work contract proceeds remaining after the costs of completion are paid shall be paid according to the contractor's and the surety's interests as may be established by agreement or by judgment of a court.

(c) A surety that completes a public work contract or incurs a loss under a performance bond required under this chapter has a claim to the proceeds of the contract prior to all other creditors of the prime contractor to the full extent of the surety's loss. That priority does not excuse the surety from paying an obligation under a payment bond.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.072. STATE NOT LIABLE FOR COSTS. The state is not liable for payment of a cost or expense of a suit brought by any party on a payment bond furnished under this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.073. SUIT ON PAYMENT BOND. (a) A payment bond beneficiary who has provided public work labor or material under a public work contract for which a payment bond is furnished under this chapter may sue the principal or surety, jointly or severally, on the payment bond if the claim is not paid before the 61st day after the date the notice for the claim is mailed.

(b) Suit may be brought under Subsection (a) for:
(1) the unpaid balance of the beneficiary's claim at the time the claim was mailed or the suit is brought; and
(2) reasonable attorney fees.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.074. COSTS AND ATTORNEY FEES. A court may award costs and reasonable attorney fees that are equitable in a proceeding to enforce a claim on a payment bond or to declare that any part of a claim is invalid.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.



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§ 2253.075. ASSIGNMENT OF CLAIM. A third party to whom a claim is assigned is in the same position as a payment bond beneficiary if notice is given as required by this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.076. LIMITATIONS ON CERTAIN CLAIMS; MAXIMUM RETAINAGE. (a) The amount of a subcontractor's claim, including previous payments, may not exceed the proportion of the subcontract price that the work done bears to the total of the work covered by the subcontract.

(b) A claim for specially fabricated material that has not been delivered or incorporated into the public work is limited to material that conforms to and complies with the plans, specifications, and contract documents for the material. The amount of the claim may not exceed the reasonable cost, less the fair salvage value, of the specially fabricated material.

(c) A claim for retainage in a notice under this subchapter is not valid for an amount greater than the amount of retainage specified in the public work contract between the payment bond beneficiary and the prime contractor or between the payment bond beneficiary and the subcontractor. A claim for retainage is never valid for an amount greater than 10 percent of the amount of that contract.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.077. VENUE. A suit under this chapter shall be brought in a court in a county in which any part of the public work is located.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.078. STATUTE OF LIMITATIONS. (a) A suit on a performance bond may not be brought after the first anniversary of the date of final completion, abandonment, or termination of the public work contract.

(b) A suit on a payment bond may not be brought by a payment bond beneficiary after the first anniversary of the date notice for a claim is mailed under this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.

§ 2253.079. CRIMINAL OFFENSE FOR FALSE AND FRAUDULENT CLAIM. (a) A person commits an offense if the person willfully files a false and fraudulent claim under this chapter.

(b) An offense under this section is subject to the penalty for false swearing.

Added by Acts 1993, 73rd Leg., ch. 268, § 1, eff. Sept. 1, 1993.