



**CITY OF YOAKUM
REQUEST FOR PROPOSAL**

The City of Yoakum is accepting sealed proposals for street light replacement and upgrade to LED lamps and bulbs. All street lights subject to replacement are located within the City limits of Yoakum. Simultaneously, the City will be accepting sealed proposals for the 2021 Electric System Distribution Improvement project for the replacement of certain utility poles.

Sealed proposals will be received by the City Clerk at Yoakum City Hall, 808 US HWY 77-A South, PO Box 738, Yoakum, Texas 77995, until 3:00 P.M., Thursday, February 4, 2021 at which time proposals will be publicly opened, tabulated, and may be referred to the City Council for consideration at their meeting to be held on February 9, 2021. Bid envelopes should be clearly marked “2021 Street Light Replacement/Upgrade Project & Pole Replacement Project.” Any proposal received after the stated date and time will not be considered.

The Information for Bidders, Form of Bid, Form of Contract, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents will be available for examination beginning January 20, 2021 at the Yoakum City Hall. Copies may be obtained from the office of the City Clerk, City Hall, 808 S. Hwy 77-A, PO Box 738, Yoakum, Texas 77995. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

The City of Yoakum reserves the right to reject any or all bids, to waive any informalities in bidding and to accept the bid or bids deemed most advantageous to the City.

THERESA A. BOWE
CITY CLERK

2021 Street Light Replacement/Upgrade Project

SECTION A

INSTRUCTION FOR PROPOSAL AND SPECIAL INSTRUCTIONS

A.1. SCOPE OF PROJECT

The City of Yoakum (herein called Owner) invites proposals for the removal, upgrade and replacement of approximately 500 Acuity LED lights with photo cells:

Contractors shall familiarize themselves with the location of the projects and the type of work to be done as well as the type of material that is to be used. Information regarding the project/locations can be obtained by contacting Victor Gomez, Electric Supt., 361-293-6321/cell: 361-258-1056 or Michael Bennett, Director of Public Works at 361-293-6321. Please call to schedule jobsite visits.

THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, AND SUPERINTENDENCE ON THE PROJECT.

THE CITY OF YOAKUM SHALL PROVIDE ALL MATERIALS ON THIS PROJECT.

Contractor will provide incidental material as approved by City representatives.

A.2. PROPOSAL AND METHOD OF BIDDING

The project consists of various items of work as listed above. Bidder will provide a price for each fixture, replacement arm, as well as the total project cost. The prices should be entered in the appropriate space on the Bid Form.

The Bidder shall propose the number of calendar days for completion of the project and the date on which the project will start.

A.3. OBLIGATION OF BIDDER

At the time of opening of proposals each Bidder shall have inspected the sites and be thoroughly familiar with the project, specifications, and contract document (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from an obligation with respect to his proposal. It is suggested each Bidder schedule a pre-proposal meeting with the City of Yoakum Electric Superintendent to review the project sites and to discuss all parts of the job.

A.4. RECEIPT AND OPENING OF BIDS

Sealed Bids will be received by the City Clerk at City Hall, 808 S. Hwy 77-A (PO BOX 738), Yoakum, Texas 77995, until **3:00 P.M., February 4, 2021**. Bids will be opened at said time and date in the Council Room located in the City Hall Building. All bids should be submitted in a sealed envelope with “**2021 Street Light Replacement/Upgrade Project & Pole Replacement Project**” written on the envelope.

A.5. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner may request a list of recent projects of equal difficulty and size that the low bidder has previously performed. Bidders hereby agree to supply such a list prior to award upon request of Owner.

The Owner reserves the right to reject any proposal if upon investigation the evidence submitted fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work therein.

A. 6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the construction of the project within the number of calendar days shown on the proposal, or pay as liquidated damages the sum of \$ 75.00 for each consecutive calendar day thereafter.

A. 7. PAYMENT BOND

With delivery of the executed Contract, the Bidder may be required to furnish a Payment Bond to ensure the payment of all persons, firms, or subcontractors performing labor on the project under this Contract and furnishing equipment in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

A. 8. POWER OF ATTORNEY

In the event Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A. 9. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though written out in full.

A.10. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a contract under this Contract must be acceptable to the Owner.

A.11. FINANCING AND PAYMENTS

Financing of this project will be funded by the City of Yoakum directly. Payment shall be made on an as-needed basis after periodic inspection by the Owner and within 30 days from the time the Owner receives a bill for portions of the Project as submitted by the Contractor.

A.12. METHOD OF AWARD

An award will be made to only one Bidder. The award may be made on the basis of the total proposal.

The Owner reserves the right to waive informalities, to reject any or all proposals, and to accept the proposal most advantageous to the public interest. The right is also reserved to increase or decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available.

A.13. TRAFFIC CONTROL

The Contractor will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory to the Owner and Texas Department of Transportation. Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. The Contractor shall provide for ingress and egress to adjacent private properties and shall conduct his construction operations so as to facilitate usage of the streets by local traffic.

A.14. OWNERSHIP OF PROJECT

Until final acceptance of the total project by the Owner, the Contractor shall take full responsibility for the welfare of the partially completed work. Damage to the Contractor's work from any cause shall be repaired at the Contractor's expense.

A.15. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The Contractor shall repair or replace all fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the Contractor due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the Owner. No direct payment will be made for this item.

A.16. MAINTENANCE GUARANTEE

The Contractor shall maintain and guarantee the work which he does against defective workmanship for a period of one (1) year from the date of final acceptance of the work by the Owner.

Where defective workmanship is discovered, requiring repairs to be made under this guarantee, all such repair work shall be done by the Contractor at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Contractor fail to repair such defective workmanship within five (5) days after being notified, the Owner may make

the necessary repairs and charge the Contractor with the actual cost of all labor and materials required.

A.17. CLEAN-UP

After construction work is completed and before final acceptance of improvements by Owner, Contractor shall remove all debris from project site to an approved place of disposal. The worksites shall be left in a neat and presentable condition throughout and restore in an acceptable manner all property damaged in the progress of this work. No direct payment will be made for clean-up.

A.18. MATERIALS

The City of Yoakum shall provide all materials on this project. Materials can be picked up at the City of Yoakum Warehouse from the Purchasing Agent or the Electric Superintendent. Contractor will provide incidental material as approved by City representatives.

A.19. EXISTING UTILITIES

Existing surface and subsurface structures (gas lines, water lines, sewer lines, telephone cables, etc.) shall be the responsibility of the Contractor to avoid damaging these existing structures. If any structure is damaged by the Contractor, it shall be his responsibility to repair the damage at his own expense and restore the structure to its functional use. The Owner will make a good faith effort to locate existing water and sewer lines in the project area. The Contractor is responsible for contacting all others for the location of existing structures.

A.20. ABANDONMENT/RETIREMENT OF EXISTING MATERIALS SALVAGE RIGHTS

All retired material shall be delivered to the Owner's Maintenance Yard.

A.21. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all of the insurance required by law to work for a municipal government, including the following:

1) Workers Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract. In the case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance.

2) Contractor's and Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance, in the amount of not less than \$250,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$100,000.

Scope of Insurance and Special Hazards: The insurance required shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.

3) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

PAYMENT

Payment shall be made on an as-needed basis after periodic inspection by the Owner and within 30 days from the time the Owner receives a bill for portions of the Project as submitted by the Contractor

PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

The Contractor shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the construction of the Project, including but not limited to OSHA, and USEPA.

MISCELLANEOUS

The Contractor shall be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits or approvals required to be obtained by the owner.

This contract may not be assigned or transferred without the written consent of both parties.

LIABILITY

The work and labor herein provided for shall be performed by Contractor under Contractor's management, control, and supervision. Contractor agrees to indemnify and hold harmless City of Yoakum against all claims and damages, either personal or property, of any type whatsoever which may result directly or indirectly from Contractor's actions during said construction.

WHEREOF, the parties hereto have caused this contract to be signed all as of the day and year first above written.

CITY OF YOAKUM

(Owner)

(Contractor)

Kevin M. Coleman, City Manager

(Title)

ATTEST:

Theresa A. Bowe, City Clerk

APPROVED AS TO FORM:

Kenneth E. Kvinta, City Attorney

Addendum #1

**CITY OF YOAKUM
REQUEST FOR PROPOSAL FORM**

The Bidder shall schedule the project with the City's Electric Superintendent Victor Gomez. The Contractor shall be responsible for providing safety equipment within the work areas. The Contractor shall provide the City with proof of liability and workers compensation insurance prior to the start of the project. Bidder shall visit each location to become familiar with the work to be performed.

The City will provide all materials on the project. **Contractor** will provide incidental material as approved by City representatives. The City will allow a three month window for the Project to be completed.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

We hereby agree to provide all equipment, labor, supervision, and safety equipment to perform and complete the project as described in this Request for Proposal for the amount of:

Cost for replacement of street light fixture head _____ Each

Cost of replacement of arms (as needed) _____ Each

Estimated number of light replacements per month _____

The project shall commence on _____, 2021, and be completed within ____ days.

COMPANY NAME: _____ TELEPHONE NO. _____

ADDRESS: _____ FAX NO: _____

CITY/STATE/ZIP: _____ EMAIL: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____ DATE: _____

2021 Electric System Distribution Improvement Project
SECTION A
INSTRUCTION FOR PROPOSAL AND SPECIAL INSTRUCTIONS

A.1. SCOPE OF PROJECT

The City of Yoakum (herein called Owner) invites proposals for the removal and replacement of 10 (ten) - class 3 utility poles at the following locations:

Location #	Description
1.	Coke and Ross Streets Set 45' pole and change over 3 phase inline on top of 3 phase take off
2.	504 Coke Street Set 45' pole and change over 3 phase on top and 3 phase take off below; includes transformer and services
3.	Josephine and Andrew Streets Set 45' pole and change over 3 phase inline with a single phase top; includes transformer and services
4.	Josephine and Ducey Streets Set 45' pole and change over 3 phase inline with a single phase top; includes transformer and services
5.	East Hochheim and Dunn Streets Set 40' pole and change over 3 phase double dead end with load breaks
6.	300 Block of Dunn Street Set 40' pole and change over 3 phase inline with single phase top; includes transformer and services
7.	100 Block of East Grand Avenue Set 40' pole and change over 3 phase inline with a single phase top; includes transformer and services
8.	400 Block of North Streets Set 40' pole and change over 3 phase inline on top with open Y dead end on top and a single phase top on bottom
9.	Orth and Victoria Streets Set 40' pole and change over 3 phase double dead end on top with dead end open Y line dead end at bottom corner pole
10.	Whitfield and Hubbard Streets Set 40' pole and change over double dead end open Y line on top and open Y line dead end at bottom corner pole

Work shall be performed while circuits remain energized at all times. Unless otherwise indicated herein, all new poles shall be framed out and set by contractor.

Contractors shall familiarize themselves with the location of the projects and the type of work to be done as well as the type of material that is to be used. Information regarding the project/locations can be obtained by contacting Victor Gomez, Electric Supt., 361-293-6321/cell: 361-258-1056 or Michael Bennett, Director of Public Works at 361-293-6321. Please call to schedule jobsite visits.

THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, AND SUPERINTENDENCE ON THE PROJECT.

THE CITY OF YOAKUM SHALL PROVIDE ALL MATERIALS ON THIS PROJECT.

Contractor will provide incidental material as approved by City representatives.

A.2. PROPOSAL AND METHOD OF BIDDING

The project consists of various items of work as listed above. Bidder will provide a price for the total project and the price should be entered in the appropriate space on the Bid Form.

Also, the Bidder will propose the number of calendar days for completion of the project and the date on which the project will start.

A.3. OBLIGATION OF BIDDER

At the time of opening of proposals each Bidder shall have inspected the sites and be thoroughly familiar with the project, specifications, and contract document (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from an obligation with respect to his proposal. It is suggested each Bidder schedule a pre-proposal meeting with the City of Yoakum Electric Supt. to review the project sites and to discuss all parts of the job.

A.4. RECEIPT AND OPENING OF BIDS

Sealed Bids will be received by the City Clerk at City Hall, 808 S. Hwy 77-A (PO BOX 738), Yoakum, Texas 77995, until **3:00 P.M., February 4, 2021**. Bids will be opened at said time and date in the Council Room located in the City Hall Building. All bids should be submitted in a sealed envelope with "2021 ELECTRIC DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT" written on the envelope.

A.5. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner may request a list of recent projects of equal difficulty and size that the low bidder has previously performed. Bidders hereby agree to supply such a list prior to award upon request of Owner.

The Owner reserves the right to reject any proposal if upon investigation the evidence submitted fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work therein.

A. 6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the construction of the project within the number of calendar days shown on the proposal, or pay as liquidated damages the sum of \$75.00 for each consecutive calendar day thereafter.

A. 7. PAYMENT BOND

With delivery of the executed Contract, the Bidder may be required to furnish a Payment Bond to ensure the payment of all persons, firms, or subcontractors performing labor on the project under this Contract and furnishing equipment in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

A. 8. POWER OF ATTORNEY

In the event Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A. 9. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though written out in full.

A.10. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a contract under this Contract must be acceptable to the Owner.

A.11. FINANCING AND PAYMENTS

Financing of this project will be funded by the City of Yoakum directly. Payment shall be made on a one-time basis after final acceptance by the Owner and within 30 days from the time the Owner receives a bill for the project.

A.12. METHOD OF AWARD

An award will be made to only one Bidder. The award may be made on the basis of the total proposal.

The Owner reserves the right to waive informalities, to reject any or all proposals, and to accept the proposal most advantageous to the public interest. The right is also reserved to increase or

decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available.

A.13. TRAFFIC CONTROL

The Contractor will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory to the Owner and Texas Department of Transportation. Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. The Contractor shall provide for ingress and egress to adjacent private properties and shall conduct his construction operations so as to facilitate usage of the streets by local traffic.

A.14. OWNERSHIP OF PROJECT

Until final acceptance of the total project by the Owner, the Contractor shall take full responsibility for the welfare of the partially completed work. Damage to the Contractor's work from any cause shall be repaired at the Contractor's expense.

A.15. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The Contractor shall repair or replace all fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the Contractor due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the Owner. No direct payment will be made for this item.

A.16. MAINTENANCE GUARANTEE

The Contractor shall maintain and guarantee the work which he does against defective workmanship for a period of one (1) year from the date of final acceptance of the work by the Owner.

Where defective workmanship is discovered, requiring repairs to be made under this guarantee, all such repair work shall be done by the Contractor at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Contractor fail to repair such defective workmanship within five (5) days after being notified, the Owner may make the necessary repairs and charge the Contractor with the actual cost of all labor and materials required.

A.17. CLEAN-UP

After construction work is completed and before final acceptance of improvements by Owner, Contractor shall remove all debris from project site to an approved place of disposal. The worksites shall be left in a neat and presentable condition throughout and restore in an acceptable manner all property damaged in the progress of this work. No direct payment will be made for clean-up.

A.18. MATERIALS

The City of Yoakum shall provide all materials on this project. Materials can be picked up at the City of Yoakum Warehouse from the Purchasing Agent or the Electric Supt. Contractor will provide incidental material as approved by City representatives.

A.19. EXISTING UTILITIES

Existing surface and subsurface structures (gas lines, water lines, sewer lines, telephone cables, etc.) shall be the responsibility of the Contractor to avoid damaging these existing structures. If any structure is damaged by the Contractor, it shall be his responsibility to repair the damage at his own expense and restore the structure to its functional use. The Owner will make a good faith effort to locate existing water and sewer lines in the project area. The Contractor is responsible for contacting all others for the location of existing structures.

A.20. ABANDONMENT/RETIREMENT OF EXISTING MATERIALS SALVAGE RIGHTS

All retired material shall be delivered to the Owner's Maintenance Yard.

A.21. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all of the insurance required by law to work for a municipal government, including the following:

1) Workers Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract. In the case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance.

2) Contractor's and Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance, in the amount of not less than \$250,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$100,000.

Scope of Insurance and Special Hazards: The insurance required shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.

3) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

PAYMENT

Payment shall be made on a one-time basis, after final acceptance by the City of Yoakum and within 30 days from the time the Owner receives a bill for the project.

PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

The Contractor shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the construction of the Project, including but not limited to OSHA, and USEPA.

MISCELLANEOUS

The Contractor shall be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits or approvals required to be obtained by the owner.

This contract may not be assigned or transferred without the written consent of both parties.

LIABILITY

The work and labor herein provided for shall be performed by Contractor under Contractor's management, control, and supervision. Contractor agrees to indemnify and hold harmless City of Yoakum against all claims and damages, either personal or property, of any type whatsoever which may result directly or indirectly from Contractor's actions during said construction.

WHEREOF, the parties hereto have caused this contract to be signed all as of the day and year first above written.

CITY OF YOAKUM

(Owner)

(Contractor)

Kevin M. Coleman, City Manager

(Title)

ATTEST:

Theresa A. Bowe, City Clerk

APPROVED AS TO FORM:

Kenneth E. Kvinta, City Attorney

**CITY OF YOAKUM
REQUEST FOR PROPOSAL FORM**

The Bidder shall schedule the project with the City's Electric Superintendent Victor Gomez. The Contractor shall be responsible for providing safety equipment within the work area. The Contractor shall provide the City with proof of liability and workers compensation insurance prior to the start of the project. Bidder shall visit each location to become familiar with the work to be performed.

The City will provide all materials on the project. **Contractor** will provide incidental material as approved by City representatives.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

We hereby agree to provide all equipment, labor, supervision, and safety equipment to perform and complete the project as described in this Request for Proposal for the amount of:

Location # 1.\$ _____ Location # 2.\$ _____ Location # 3.\$ _____
Location # 4.\$ _____ Location # 5.\$ _____ Location # 6.\$ _____
Location # 7.\$ _____ Location # 8.\$ _____ Location # 9.\$ _____ Location #10. \$ _____

PROJECT TOTAL \$ _____

The project shall commence on _____, 2021, and be completed within ____ days.

COMPANY NAME: _____ TELEPHONE NO. _____

ADDRESS: _____ FAX NO: _____

CITY/STATE/ZIP: _____ EMAIL: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____ DATE: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Yoakum
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, our
heirs, executors, administrators, successors and assigns. Signed, this _____ day of _____
_____, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the City of
Yoakum a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the:

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

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

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

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

_____(L.S.)
Principal

Surety

SEAL

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST:

(Principal)

(Principal Secretary) By _____(s)

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

ATTEST:

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address) _____
(Address)

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

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in Texas.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal,

(Corporation/Partnership)

and _____

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars, (\$ _____

_____ 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 in 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 _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

2021 Street Light Replacement and/or Upgrade Project & Pole Replacement Project

WORK: Street Light Replacement and/or Pole Replacement

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in 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 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 way 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.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST:

(Principal)

(Principal Security)

_____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

NOTE:

Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT:

Surety companies executing BONDS must be authorized to transact business in Texas.