



BROWNSVILLE PUBLIC UTILITIES BOARD

REQUEST FOR STATEMENTS OF QUALIFICATIONS

**PROFESSIONAL ENGINEERING SERVICES TO EVALUATE
ELECTRICAL SYSTEM CAPABILITIES FOR POTENTIAL
ISSUANCE OF WRITTEN CERTIFICATION THAT THE
ELECTRICAL SYSTEM CAN CONTINUE TO MEET THE NEEDS
OF ITS CUSTOMERS
(HEREINAFTER: "EVALUATION OF ELECTRICAL SYSTEM
CAPABILITY")**

Q018-23

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**LEGAL NOTICE
AND
REQUEST FOR QUALIFICATION STATEMENTS
Q018-23**

The Brownsville Public Utilities Board ("BPUB") will accept sealed **Statements of Qualifications of Professional Engineering Services for Evaluation of Electrical System Capability until 5:00 PM, January 18, 2023** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Qualification statements received after this time will not be considered.**

Qualification Statements will be acknowledged on January 19, 2023 at 11:00 AM. Firms may call in at 11:00 AM, January 19, 2023 to (956) 214-6020 to listen to the opening.

Detailed specifications may be obtained at Brownsville Public Utilities Board Purchasing website: https://www.brownsville-pub.com/rfp_status/open/

Please mark on the **outside of the envelope and on any carrier's envelope**: **"Q018-23 Request for Qualifications for EVALUATION OF ELECTRICAL SYSTEM CAPABILITIES, JANUARY 18, 2023, 5:00 PM"**, and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The Brownsville Public Utilities Board will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed qualification statement to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **Electronic transmission or facsimile of Qualification Statements will not be acceptable.**

The Brownsville PUB reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the Brownsville PUB.

Diane Solitaire
Purchasing Manager
Brownsville Public Utilities Board
(956) 983-6366 - Phone

Please submit this page upon receipt.

Acknowledgment Form

Q018-23

**PROFESSIONAL ENGINEERING SERVICES FOR EVALUATION OF ELECTRICAL
SYSTEM CAPABILITY**

For any clarifications, please contact Diane Solitaire at the BPUB, Purchasing Department, at: (956) 983-6366 or via e-mail: dsolitaire@brownsville-pub.com.

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

Check one:

☐ **Yes, I will be able to send an RFQ; obtained RFQ package from BPUB website.**

☐ **Yes, I will be able to send an RFQ; please email the RFQ package.**

Email: _____

☐ **Yes, I will be able to send an RFQ; please overnight mail the RFQ package using the carrier & account number listed below:**

Carrier: _____ Account: _____

☐ **No, I will not be able to send an RFQ for the following reason:**

If you are unable to send your **RFQ**, kindly indicate your reason for “No response” above and return this form **via email to dsolitaire@brownsville-pub.com**. This will ensure you remain active for future potential BPUB work on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

***IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE PLEASE EMAIL THIS
PAGE TO EMAIL LISTED ABOVE**

SECTION 2 - INTRODUCTION

2.1 GENERAL

The Brownsville PUB (BPUB) is requesting Statement of Qualifications from engineering firms who can adequately demonstrate they have the resources, experience and qualifications to provide the BPUB with quality Professional Services. The purpose of this solicitation is to select one firm to work with the BPUB to evaluate electrical system capabilities for potential issuance of written certification that the electrical system can continue to meet the needs of its customers. Only firms submitting for this RFQ and meeting qualifications based on the scoring results from the selection committee will be considered for the project.

2.2 BPUB ELECTRIC SYSTEM DESCRIPTION

The BPUB System and Organization

BPUB is an agency formed by the City of Brownsville, Texas, under Article VI of its Home Rule Charter. The Board is organized for the purpose of aiding and acting on behalf of the City to manage and control the City's municipally owned electric, water and wastewater systems.

BPUB is governed by the Board of Directors ("Board"), which has control and management supervision of all affairs of the agency as more detailed below. The Board holds a regular meeting once a month, usually on the second Monday, and occasionally holds special meetings and workshops.

The Brownsville Public Utilities Board (BPUB) is a component unit of the City of Brownsville, Texas and is 92.91% participant of the Southmost Regional Water Authority (Authority). The BPUB was formed in 1960 to provide electrical, water, and wastewater services to its customers in the Brownsville area, and the Authority provides treated water to various areas of the lower Cameron County. Pursuant to the City's Charter, management, operation, and control of the City's combined water, wastewater, and electric utilities system is delegated to the BPUB, and the Authority has a mutual agreement with the BPUB authorizing the BPUB to manage all accounting and reporting functions. The Authority is comprised of all of the territory contained within the City of Brownsville, the City of Los Fresnos, the Town of Indian Lake, Brownsville Navigation District of Cameron County, and Valley Municipal Utility District No. 2 of Cameron County.

BPUB executive administration includes a general manager/chief executive officer, an assistant general manager/chief operations officer and a chief financial officer that oversee specific divisions. BPUB employs approximately 602 employees. BPUB's fiscal year is a 12-month period ending September 30th of each year.

The BPUB Board is comprised of seven members, six of whom are appointed by the City Commission for four-year terms, and the seventh member being the City's Mayor serving ex-officio. The Board appoints a General Manager and Chief Executive Officer who is responsible for the management of all BPUB employees and for administering all affairs of the BPUB.

The **Electric System** provides retail electric service through its electric facilities to consumers inside and outside the city limits. The existing customer service area of the electric facilities encompasses approximately 133 square miles of Cameron County, including substantially the entire City (estimated by the Public Utilities Board at over 96%). The electric system serves a growing base of about 49,455 customers and serves a peak load of 300 MW. Current resources, mainly owned by the Public Utilities Board, are sufficient to cover peak demand.

The Public Utilities Board meets its power supply obligations through a combination of resources: (i) the operation of the Silas Ray Power Production Facilities owned and operated by the Public Utilities Board (composed of one conventional steam turbine unit and a re-powered steam turbine in Combined Cycle with a combustion turbine and a GE LM6000 gas turbine generator for an estimated gas fired capability of 115 MW), (ii) the operation of the Calpine/Hidalgo combined cycle Power Plant in which the Public Utilities Board has an ownership interest entitling it to 105 MW of capacity, (iii) a Power Purchase Agreement with Exelon Corporation entitling the Public Utilities Board to purchase 78 MW of renewable energy, (iv) a Power Purchase Agreement with AEP Energy Partners, Inc entitling the Board to an estimated 65 MW of energy, and (v) economy energy purchases through an economy power interchange arrangement.

The Public Utilities Board currently has a gas transportation agreement with Texas Gas Services Company ("TGS"), a division of ONE Gas, Inc. and a gas supply agreement with Tenaska Marketing Ventures ("TMV") for service to its Silas Ray Generation units, and a gas supply agreement with Calpine Energy Services, LP for service to its Calpine/Hidalgo Plant.

Fuel and transportation contracts are in place, limiting the Public Utilities Board's exposure to the volatile fuel commodity markets.

The **Water System** draws raw water from the Rio Grande River and consists of a river rock weir, a river pump station, two reservoirs providing 187 million gallons total capacity, and a raw water transport system. Surface water treatment is achieved by two water treatment plants providing 40 million gallons per day (MGD) of total capacity (20 MGD treatment capacity each). Two clear wells provide 6.84 million gallons storage capacity, and three elevated storage tanks provide 5 million gallons of elevated storage capacity. Water is pumped by three high-service pumping stations into the distribution system which consists of 676 miles of transmission and distribution mains. The Public Utilities Board mainly sells to residential and commercial customers, but also sells treated water on a wholesale basis to three other water distribution companies that amount to approximately 5.64% of revenues. The Public Utilities Board partnered with the Southmost Regional Water Authority (the Authority) and built a 7.5 million gallon per day reverse osmosis water treatment plant of which the Public Utilities Board has 92.91% ownership. The Authority's plant completed an expansion in November 2015 to provide microfiltration pretreatment and a total production capacity up to 10 MGD. The Authority's plant includes a 7.5 million gallon storage tank.

The Public Utilities Board has an annual allocation of municipal priority water rights from the Texas Commission on Environmental Quality (TCEQ) in the amount of 31,442.381 acre-feet of water, which is dependent upon inflow to the Falcon and Amistad Reservoirs. In addition, the

Public Utilities Board holds Permit No. 1838 entitling it the right to 40,000 acre-feet of surplus water.

The Public Utilities Board is subject to regulation of water quality by the TCEQ. The Public Utilities Board presently has a “Superior” water system as determined in accordance with current TCEQ regulations.

The Public Utilities Board’s water utility service area is subject to the certification jurisdiction of the TCEQ. The Public Utilities Board has been certified singly to provide water service within the boundaries of the City. A large portion of the area, three and one-half miles surrounding the boundaries (the “extraterritorial jurisdiction”) of the City, is dually certified. There is a small water utility system (El Jardin Water Supply Corporation) whose customers are situated adjacent to or within the System. All of its treated water is supplied by the Public Utilities Board’s water system.

The **Wastewater System**, consisting of collection and treatment facilities, includes gravity wastewater collection lines, 178 pumping/lift stations and two treatment plants. Wastewater is transported by pumping stations and associated force mains to one of two wastewater treatment plants – the Robindale Plant or the South Plant. The Robindale Plant was designed to treat 5 MGD in 1980 and expanded to a capacity of 10 MGD in 1995. The Robindale renovation and expansion project completed in July 2014 increased the treatment capacity to 14.5 MGD. The Robindale Plant provides secondary waste treatment utilizing a Modified Ludzack-Ettinger (MLE) process (anoxic and aerobic with an internal nitrate cycle) of activated sludge, turbo blowers (with magnetic bearings) with auto dissolved oxygen control, secondary settling, ultra-violet light system (as alternate source of disinfection), effluent cascade aeration system, sludge thickening, aerobic digestion, mechanical sludge dewatering (via 2-meter belt filter press), a SCADA (Supervisory Control and Data Acquisition) system, and sludge disposal at a Dedicated Land Disposal (DLD) site of 137 Acres. The South Plant was originally constructed in 1952, with a trickling filter process and anaerobic digestion plant design with a treatment capacity of 5 MGD. South Plant was modified in 1974 with major modifications in 1978 when it was expanded to a capacity of 7.8 MGD and the treatment process design was changed to a variation of activated sludge identified as complete-mix process and anaerobic digesters were converted to aerobic digesters. In 2000, the plant was expanded to 12.8 MGD. The treatment process was changed to reflect the complete mix activated sludge treatment process we have today. It consists of a dual channel mechanical bar screening system, two grit classifiers, compactor washer, a four aerated grit chamber system, three complete mix aeration basins, RAS and WAS pumping stations, four final clarifiers, chlorine contact chamber, chemical feed station with scrubber system, two effluent river pump stations for offsite force main for pumping treated effluent to the Rio Grande River, two gravity thickeners, four aerobic digesters with mechanical sludge dewatering process (via 2-meter belt filter press unit that was added in July of 2010) and sludge disposal at a Dedicated Land Disposal (DLD) site of 137 Acres.

The wastewater system is subject to regulation by the EPA and the TCEQ with regards to operations of the facilities and the water quality of the wastewater plants’ effluent.

The Public Utilities Board has the authority to provide wastewater service both inside and outside the city limits. The Brownsville Navigation District owns and operates its own wastewater

treatment facilities. There is no competition between the Public Utilities Board's wastewater system and the Brownsville Navigation District since the Brownsville Navigation District operates in defined areas in which the System has no wastewater lines.

BPUB's Fiscal Years 2022-2026 Capital Improvements Plan Budget includes \$107.2 million in Electric spending requirements for transmission, distribution and power production improvements. Funding for the Electric plan is expected to be provided primarily from current revenue with some funding from commercial paper issuance followed by the issuance of long-term debt.

It is also anticipated that the Water and Wastewater System will require approximately \$163.2 million for system improvements. Such improvements will include treatment facility improvements, reservoir, pump station and lift station improvements, and major transmission, distribution and collection improvements. It is anticipated that such improvements will be financed through a combination of current revenues, the issuance of commercial paper followed by the issuance of long-term debt, Impact Fees, and grants.

The BPUB has authorized commercial paper programs for the Combined Utility Systems of \$100 million in tax-exempt and taxable commercial paper.

2.3 OBJECTIVE

The objective of this RFQ is to select a professional engineering firm qualified to provide services necessary to complete an evaluation of the reliability, efficiency or availability of utility services required to be delivered from the BPUB Electric Utility System to meet the needs of its customers, and if so, providing professional written certification of same. As part of this effort the selected firm may subsequently be asked to provide and negotiate a scope and fee proposal for EVALUATION OF ELECTRICAL SYSTEM CAPABILITY. The potential Contract will be for a period of approximately twelve (12) months.

2.4 SUBMITTAL DEADLINE

The BPUB will accept Qualification Statements until **5:00 P.M, January 18, 2023**.

2.5 BPUB CONTACTS

Any questions or concerns regarding this Request for Qualifications shall be directed to:

Diane Solitaire
Purchasing Department
Brownsville Public Utilities Board
1155 FM 511
Olmito, Texas 78575
dsolitaire@brownsville-pub.com

Unauthorized Communications:

After release of this solicitation, Firm's contact regarding this RFQ with members of the RFQ evaluation, interview or selection panels, and employees of the BPUB or officials of the BPUB other than the Purchasing Manager or Purchasing Staff is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Firm shall have any contact or discussion, verbal or written, with any members of the BPUB Board of Directors, members of the RFQ evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Firm violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Firm being disqualified from the procurement process.

2.6 INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum and mailed to all parties recorded by the BPUB as having received a copy of the RFQ. All such addenda issued by the BPUB prior to the time that submittals are received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of such in its submittal. Firms receiving this RFQ other than directly from the BPUB are responsible for notifying the BPUB that they are in receipt of a submittal package and are to provide a name and address in the event an addendum is issued.

Only those inquiries the BPUB replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by signing and returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of SOQs, or shall accompany the submittal. Addenda may also be posted on the BPUB website.

2.7 PUBLIC INFORMATION

The BPUB considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the BPUB strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.8 SCOPE OF WORK

The Scope of the Project will entail the completion of an evaluation of the reliability, efficiency or availability of utility services required to be delivered from the BPUB Electric Utility System to meet the needs of its customers, in the event BPUB should sell, convey, mortgage, encumber, lease

or in any manner transfer title to or otherwise dispose of its ownership interest, in certain property, machinery, fixtures, or equipment comprising a part of the BPUB Electric Utility System, considered significant or substantial for purposes of such evaluation, namely moneys on deposit in BPUB's Tenaska Equity Fund (the "TEF"). BPUB, in consultation with the City Commission of the City of Brownsville, is considering a range of options for implementation of a proposed rebate program for moneys on deposit in the TEF following the cancellation of plans by BPUB and Tenaska Power Services Co. to pursue financing for the acquisition and development of a proposed natural gas-fueled electric generating plant in South Texas. The different tasks covered by this Scope of Services include the following:

- I. Conduct an engineering assessment of BPUB's Electric System, including: rates; number of customers and market competition; together with an engineering assessment of BPUB's Power Supply requirements, including an assessment of historical and projected peak demands, energy requirements available resources and generation facilities.
- II. Conduct an economic assessment of BPUB generating facility energy production costs with regard to current and forecasted ERCOT energy pricing.
- III. Conduct an availability assessment of the BPUB's share of its generating facility energy to meet current and forecasted BPUB service area power needs.
- IV. Conduct a review of short-term and long-term substitute power at levels sufficient to meet current and forecasted BPUB service area power needs.
- V. Prepare and present a written certification which addresses the results from any action, should BPUB, after consultation with the City Commission, implement the rebate program and sell, convey, mortgage, encumber, lease or otherwise dispose of its ownership interest in the moneys on deposit in the TEF.
- VI. To the extent specifically later requested by BPUB and for an increased fee, assuming a disposition of BPUB's interest in the moneys in the TEF, assist BPUB financial management and consultants in assessing the ability of the BPUB utility system to produce Gross Revenues in sufficient amounts to comply with Bond Ordinance requirements.
- VII. Attend one (1) BPUB Board Meeting(s) to present report findings and recommendations.
- VIII. Attend one (1) City of Brownsville City Commission Meeting(s) to present report findings and recommendations.

SECTION 3 - SOQ REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Submittals and any other information submitted by Respondents in response to this RFQ shall become the property of BPUB.
- C. The BPUB will not provide compensation to Respondents for any expenses incurred by the Respondents for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit SOQs and other submittal information in response to this RFQ at their own risk and expense.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the BPUB, at its option. **OWNER RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED "AN IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.**
- E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the BPUB's needs.
- F. The BPUB makes no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or contract when deemed to be in the BPUB's best interest. Representations made within the SOQs submittal will be binding on responding firms. The BPUB will not be bound to act by any previous communication or submittal submitted by the firms other than this RFQ.
- G. Firms wishing to submit a “No-Response” are requested to return the Acknowledgement Form. The returned form should indicate your company's name and include the words “No-Response” in the right-hand column.
- H. Failure to comply with the requirements contained in this RFQ may result in a finding that the respondent is not qualified and is ineligible to submit a proposal or subsequent contract.
- I. Only individual firms or formal joint ventures may apply. Two firms may not apply

jointly unless they have formed a joint venture. Any associates will be disqualified. This does not prohibit a firm from having sub-consultants.

- J. When up to a specified number of prior similar projects are requested, do not list more than the amount specified.

BROWNSVILLE PUB RIGHTS

1. If only one or no RFQ is received by “submission date”, the BPUB has the right to reject, re-purpose, accept and/or extend the RFQ by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all RFQs and to re-issue the RFQ as may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold RFQ for 90 days from submission date without action, and to waive all formalities in RFQ.
4. The right to extend the total RFQ beyond the original 90-day period prior to an award if agreed upon in writing by both parties and if RFQ holds firm.
5. The right to terminate all or any part of the unfinished portion of the work resulting from this solicitation within thirty (30) days written notice; upon default by the firm, for delay or non-performance by the firm or if it is deemed in the best interest of BPUB for convenience.
6. The BPUB reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the RFQ before and after submission, any and all of which may be used in forming a recommendation.
7. The BPUB reserves the right to reject any and all qualification statements, and to accept the RFQ it considers in its best interest based upon the requirements and descriptions outlined in this RFQ.

Reference Checks

The BPUB will contact prospective firm’s references by telephone or email. Complete the attached “Previous Customer Reference Worksheet”, for each reference provided.

State Law Verifications

Insert to 10A

Confirm your Firm’s ability to make the following representations and verification statements in any contract executed in response to this proposal for purposes of compliance with the State law contracting requirements referenced in the paragraphs below:

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response, the responding Firm represents that, to the extent this proposal submission or any contracts executed in response to this proposal constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended,

solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response, the responding Firm represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the responding Firm, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott Israel and (2) will not boycott Israel through the term of any such contract. The term “boycott Israel” as used in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- **VERIFICATION REGARDING NO DISCRIMINATION AGAINST FIREARMS:** By submission of a response, the responding Firm represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the responding Firm hereby verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).
- **VERIFICATION REGARDING NO ENERGY COMPANY BOYCOTTS:** By submission of a response, the responding Firm represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Firm hereby verifies that the responding Firm, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not

contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

3.2 PREPARATION AND SUBMITTAL INSTRUCTIONS

A. Respondents must complete, sign and return the attached Acknowledgement Form as part of their SOQ submittal response. Submittals must be signed by Respondent's company official(s) authorized to commit such submittals. **FAILURE TO SIGN AND RETURN THESE FORMS WILL SUBJECT YOUR SUBMITTAL TO DISQUALIFICATION.**

B. Responses to this RFQ should consist of the requested descriptions in Section 4.0. It is not necessary to repeat the topic in your response; however, it is essential that you reference the subsection request number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

C. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2” x 11”) paper. The BPUB requests that submittals be bound, but no 3-ring binders, please. Preprinted material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. Submittals are limited to **100 letter size pages** (front and back, for a total of **50 sheets** of information) with minimum font size of 10.

Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the submittal specified in the advertisement. **Any submittals exceeding the 100-page (50 sheets) limit, including all supplemental information will be disqualified.**

D. Table of Contents

Include with the submittal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the submittal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

E. Pagination

All pages of the submittal should be numbered sequentially within each section in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

F. Number of Copies

Submit a total of three (3) complete copies and one (1) electronic version (PDF format of the entire response. An original signature must appear on the Letter of Interest on at least one (1) copy submitted.

G. Submission

- (1) Three (3) identical copies and one (1) electronic version (PDF format on either USB stick or CD/DVD) of the submittal, including any supplemental printed material referenced with the RFQ, must be submitted and received in the BPUB Purchasing Department on or before the time and date specified, pursuant to the Submittal Deadline (ref. Subsection 2.4) and delivered to:

Brownsville Public Utilities Board
Purchasing Department
1155 FM 511
Olmito, Texas 78575

NOTE: Show the Request for Qualification number (Q018-23) and submittal date in the lower left-hand corner of your sealed submittal envelope (box/container).

- (2) The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name and the return address of the Respondent must be clearly visible.
- (3) Late submittals properly identified will be returned to Respondent unopened. Late submittals will not be considered under any circumstances.
- (4) Telephone submittals are not acceptable when in response to the Request for Qualifications.
- (5) Facsimile ("FAX") or email submittals are not acceptable when in response to this Request for Qualifications.

SECTION 4 - STATEMENT OF QUALIFICATIONS RESPONSE FORMAT

A. Firm

1. Executive Summary to include name, address, and telephone number of the firm submitting the proposal, background of the firm and a summary of the firm's interest in this service, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis.
2. Availability and dedication to The BPUB project.

B. Work Categories

1. For the project, respond to the following items:
 - a. Names and qualifications of principals of the firm who will participate and their individual responsibilities, particularly the proposed Project Manager. The Project Manager shall remain the same throughout the duration of the project, unless approval received by the BPUB. An organization chart shall also be included.
 - b. Verifiable experience on similar size and complexity of projects.
 - c. A summary statement identifying your understanding of the project services desired and the manner in which coordination and the exchange of information will be assured between all parties.
 - d. A narrative outline describing the approach and/or methodology to be taken by your firm to represent the interest of The BPUB during this project.
 - e. A narrative describing how your approach is different or superior to other potential respondents and what sets your team apart from the others.

C. Disclosure

1. Any respondent to this RFQ shall disclose all potential conflicts of interest or representation of any firm that could be involved in the proposed program (1-page maximum).
2. The disclosure section of this RFQ must be addressed specifically in your response, even if no conflicts exist. Failure to submit disclosure statement will eliminate your firm from further consideration of the RFQ.

D. Sub-Consultants

1. State if any sub-consultants will be utilized for any of the above specialties or disciplines. If other firms are to be involved, please state the names of these firms, and the type of work they will be performing.

Any questions concerning this project shall be directed to Diane Solitaire, in writing, via email: dsolitaire@brownsville-pub.com. The BPUB will provide additional information concerning this project as requested by the interested consultants through addendum.

All SOQ's must be received by the BPUB Purchasing Department by **5:00 PM, January 18, 2023**. SOQ's received after that time will not be considered. Three (3) paper copies and One (1) electronic version of the SOQ's must be submitted. Please submit SOQ in a sealed envelope marked **"Q018-23 Statements of Qualifications for Professional Engineering Services for EVALUATION OF ELECTRICAL SYSTEM CAPABILITY, January 18, 2023, 5:00 PM"** to:

Diane Solitaire
Purchasing Manager
Brownsville Public Utilities Board
1155 FM 511
Olmiteo, Texas 78575

The BPUB reserves the right to terminate this RFQ process at any time and no guarantee is expressed or implied that obligates the BPUB to contract any engineering firm for the proposed project. The BPUB shall not be liable to any firm for costs associated with responding to this RFQ, participating in any interviews/presentations, or any costs associated with contract negotiations.

SECTION 5 - EVALUATION PROCESS

All SOQ's must be completed and all information conveyed as requested in order to be considered responsive. If the SOQ fails to conform to the essential requirements of this RFQ, BPUB alone will determine whether to consider the SOQ acceptable or not acceptable for consideration. Only the information provided with the SOQ, clarifications and subsequent interview, will be used in the evaluation process and award determination. SOQ's will be evaluated by the BPUB on the basis of the criteria listed below for each pertinent packet for a maximum of 100 points.

A. Firm - Responsiveness to the Request for Qualifications (20 points)

1. Background of the firms (15)
2. Availability and dedication to BPUB projects (5)

Work Categories (80 points)

3. Experience, availability, and proximity of Project Manager (25)
 - i. Background experience with the evaluation of Electrical System Capability, background experience with the municipal electric systems.
 - ii. On-going work with other municipalities similar to BPUB.
 - iii. Current workload and commitment to project
4. Verifiable relevant team experience: (20)
 - i. Staff experience with electrical system capability evaluations.
 - ii. Specific work experience including, civil, electrical, mechanical, and structural engineering as applicable.
 - iii. On-going work with other municipalities in the evaluation of electrical system capability.
 - iv. Familiarity with BPUB infrastructure

5. Understanding of the project and the BPUB (15)
6. Creativity and thoroughness of proposed approach and/or methodology to providing services in accordance with industry guidance documents (10)
7. What sets your approach apart from other respondents? (10)

B. Disclosure (0 points, mandatory firm will be rejected if not included)

1. Must include statement of conflict of interest (Conflict of Interest Questionnaire), and completed debarment form, and House Bill 89 Verification Form (0).

It is understood that the BPUB reserves the right to accept or reject any and/or all responses to this RFQ as it shall deem to be in the best interest of the BPUB.

All responses submitted become the property of the BPUB and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. All confidential information should be specifically and conspicuously marked as such in red. The BPUB will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

SECTION 6 - SELECTION PROCESS

A committee made up of members of the BPUB Staff will review, score and rank all the SOQ submittals received based on the criteria specified in Section 5 and develop a shortlist of up to three (3) responsive companies. In the event of a tie for 3rd place, the firm with the highest score under the “Management Qualifications” will prevail.

The short list of firms may be required to make final presentations, which may include an interview, to the BPUB Board. The BPUB Board will make the final selection and authorization for General Manager and CEO and BPUB staff to negotiate a contract and later possible actual contract award.

The BPUB Board exercises its discretion in the final selection of a candidate for contract negotiations, and will not be bound by the BPUB staff recommendation, scoring and ranking. The BPUB staff’s preliminary reviews and scoring of submittals merely determines the top ranked firms who are most technically qualified as finalists and are eligible for interviews by the Board.

The BPUB Staff reserves the right to directly award this prospective professional engineering services contract to a qualified engineering consultant demonstrating competence to perform the proposed services, pursuant to: Texas law (Texas Government Code Chapter 2254, “Professional Services Procurement Act); BPUB’s Resolution No. 2017-0612-(IC6); and BPUB’s Purchasing Policies and Procedures guidelines.

6.2 ELIGIBLE RESPONDENTS

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

The BPUB will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 7 - AGREEMENT

The approved selected and qualified firms will be subsequently asked to provide and negotiate scope and fee proposals for EVALUATION OF ELECTRICAL SYSTEM CAPABILITY. Once an individual scope and fee proposal is negotiated with the BPUB, the firm must agree to enter into a professional services agreement in substantially the form and terms as included in the attached sample agreement. If scope and fee proposal negotiations are not attained for any given project, the BPUB will move to the next qualified firm until a negotiation is attained.

SECTION 8 - MINIMUM INSURANCE

The selected firm shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. Additional insurance may be required by BPUB based on the type, scope or size of the project awarded.

- A. Engineer agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for BPUB under this Contract in the following amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Engineer also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Engineer for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

Commercial General Liability:
Personal injury and property damage -
\$1,000,000.00 combined single limit each occurrence and
\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:
Bodily injury and property damage -
\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:
\$1,000,000.00

- C. Engineer shall add the BPUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and any professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Additionally, Engineer agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

SECTION 9 - REQUIRED FORMS
FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Required Forms (if applicable)	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethic Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (will be provided to the awarded Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verifications	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

ETHICS STATEMENT
(Complete and Return this form with Response)

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

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE RFQ SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED RFQ MAY ALLOW THE OWNER TO REJECT A RFQ

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

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:
Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:

Have not within a three year period preceding this RFQ been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
and

Have not within a three year period preceding this application/RFQ had one or more public professional service contract transactions (Federal, State, Local) terminated for cause or default.

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

In accordance with Art. 601g, as passed by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(1) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(2) "Texas resident bidder " means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____
(Company Name) is a **resident Texas bidder** as defined in Art. 601g.

Signature: _____

Print Name: _____

I certify that _____ (Company
Name) is a **nonresident bidder** as defined in Art. 601g. and our principal place of business is:

(City and State)

Signature: _____

Print Name: _____

Organization Name
State Law Verifications

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

[Insert 23A]

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:
Name of Company Performing Referenced Work:		

What was the Period of Performance?		What was the Final Acceptance Date?
From:		
To:		
Dollar Value of Contract?		What Type of Contract?
\$ _____		<input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to Exceed <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other, Specify: _____

[illegible]

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	W-9	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																							
	▶ Go to www.irs.gov/FormW9 for instructions and the latest information.																																																									
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																									
	2 Business name/disregarded entity name, if different from above																																																									
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																							
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)																																																							
	6 City, state, and ZIP code																																																									
	7 List account number(s) here (optional)																																																									
	Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																									
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																										
<table border="1"><tr><td rowspan="2">Sign Here</td><td>Signature of U.S. person ▶</td><td>Date ▶</td></tr></table>				Sign Here	Signature of U.S. person ▶	Date ▶																																																				
Sign Here	Signature of U.S. person ▶	Date ▶																																																								
	General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																									

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
► Go to www.irs.gov/FormW8BENE for instructions and the latest information.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Instead use Form:**Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

- 4** Chapter 3 Status (entity type) (Must check one box only):
- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Simple trust | <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Private foundation | <input type="checkbox"/> Complex trust | <input type="checkbox"/> Foreign Government - Controlled Entity |
| <input type="checkbox"/> Grantor trust | <input type="checkbox"/> Disregarded entity | <input type="checkbox"/> Estate | <input type="checkbox"/> Foreign Government - Integral Part |
| | | <input type="checkbox"/> International organization | |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No

- 5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)
- | | |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. |
| <input type="checkbox"/> Participating FFI. | <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. |
| <input type="checkbox"/> Reporting Model 1 FFI. | <input type="checkbox"/> International organization. Complete Part XIV. |
| <input type="checkbox"/> Reporting Model 2 FFI. | <input type="checkbox"/> Exempt retirement plans. Complete Part XV. |
| <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. | <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. |
| <input type="checkbox"/> Sponsored FFI. Complete Part IV. | <input type="checkbox"/> Territory financial institution. Complete Part XVII. |
| <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. | <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. |
| <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. | <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. |
| <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. | <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. |
| <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. | <input type="checkbox"/> 501(c) organization. Complete Part XXI. |
| <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. | <input type="checkbox"/> Nonprofit organization. Complete Part XXII. |
| <input type="checkbox"/> Owner-documented FFI. Complete Part X. | <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. |
| <input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. |
| | <input type="checkbox"/> Active NFFE. Complete Part XXV. |
| | <input type="checkbox"/> Passive NFFE. Complete Part XXVI. |
| | <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. |
| | <input type="checkbox"/> Direct reporting NFFE. |
| | <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. |
| | <input type="checkbox"/> Account that is not a financial account. |

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

City or town, state or province. Include postal code where appropriate.

Country

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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

SECTION 10 - SAMPLE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

PROFESSIONAL ENGINEERING SERVICES CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD ("Brownsville PUB"), acting by its duly authorized General Manager & CEO, and Company Name, a Limited Liability Company doing business in Location ("Engineer"), acting herein by its duly authorized agent, Add Name.

WHEREAS, the Brownsville PUB desires to engage Engineer to render certain technical and professional services necessary to complete the Project described as: Add Project Name.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Services

Engineer agrees to perform the technical and professional services described in Exhibit "A" Scope of Services attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional technical and professional services to be performed under the terms and conditions of this Contract and described under any additional Work Orders issued pursuant to paragraph 12 of this Contract.

2. Compensation

Brownsville PUB will pay Engineer for the technical and professional services described in Exhibit "A" Scope of Services in accordance with the performance schedule as outlined Exhibit "C" Schedule, and for an initial total amount of compensation which shall not exceed Add Amount Written in Words and 00/100 Dollars (\$00) for work relating to the above described Project, as financially outlined in Exhibit "B" Compensation.

3. Method of Payment

A. Compensation under all invoices shall be in accordance with, and at the hourly rates described in Exhibit "B" Compensation. Brownsville PUB shall pay Engineer its fees based on the presentation by Engineer to Brownsville PUB of a monthly statement for all current amounts earned under the Contract, together with all necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses. Brownsville PUB will then attempt to pay Engineer its fees within

ten (10) calendar days after the approval, but in no event later than thirty (30) calendar days after presentation of an accurate monthly statement by Engineer to Brownsville PUB. Brownsville PUB shall have sole discretion in the final approval or disapproval of any compensation to Engineer.

- B. Engineer shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any technical and professional services included within the scope of services described in Exhibit "A" Scope of Services. All such records shall be kept in the offices of Engineer for a period of not less than five (5) years and shall be made available to Brownsville PUB for inspection, audit or copying upon reasonable request.

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional engineer under similar circumstances for a similar project, and shall provide professional consultations and advice to Brownsville PUB during the performance of the services under this Contract as outlined in Exhibit "A" Scope of Services.

5. Ownership of Documents

As part of the total compensation which Brownsville PUB has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Engineer are, and will remain, the property of Brownsville PUB. Engineer shall have the right to use such work products for Engineer's purposes on this Project. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the Services.

6. Insurance

- A. Engineer agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for Brownsville PUB under this Contract in the following amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Engineer also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Engineer for damages resulting from bodily injury, death or property

damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

Commercial General Liability

Personal injury and property damage -

\$1,000,000.00 combined single limit each occurrence and

\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:

Bodily injury and property damage -

\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:

\$1,000,000.00

- C. Engineer shall add the Brownsville PUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and any professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Engineer shall furnish Brownsville PUB with an Insurance Certificate on the date this Contract is executed and accepted by the Brownsville PUB, which confirms that all required insurance policies are in full force and effect.
- E. Additionally, Engineer agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims-made basis, as long as reasonably available under standard policies.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB AND THEIR RESPECTIVE COMMISSIONERS, BOARD MEMBERS, OFFICERS, SERVANTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, ENGINEER'S TOTAL LIABILITY TO BROWNSVILLE PUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING ENGINEER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE ENGINEER'S VARIOUS LIABILITY INSURANCE COVERAGES AS SPECIFIED IN PARAGRAPH 6 A. – E. HEREIN. BROWNSVILLE PUB HEREBY RELEASES ENGINEER FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.

8. Addresses for Notices and Communications

BROWNSVILLE PUB

Marie C. Leal, P.E.

Director of Special Projects and W/WW Engineering Planning & Operations

1425 Robinhood Drive

Brownsville, Texas 78520-3270

Phone: (956) 983-6275

Email: MLeal@brownsville-pub.com

ENGINEER (Use same format as above)

Name

Title

Address

City, State, Zip

Phone

Email

All notices and communications under this Contract shall be mailed or delivered to Brownsville PUB and Engineer at the above addresses.

9. Successors and Assignments

Brownsville PUB and Engineer each bind itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither Brownsville PUB nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party hereto.

10. Termination of Contract for Cause

If, through any cause, Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Engineer shall violate any of the covenants, agreements, warranties or stipulations of this Contract, Brownsville PUB shall thereupon have the right to terminate this Contract by giving written notice to Engineer of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the Brownsville PUB, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Engineer shall not be relieved of liability to Brownsville PUB for damages sustained by Brownsville PUB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and Brownsville PUB may withhold any payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due Brownsville PUB from Engineer is determined.

Engineer agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Engineer under the Contract. In the alternative, Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

Brownsville PUB may terminate this Contract for its convenience at any time by giving at least thirty (30) calendar days notice in writing to Engineer. If the Contract is terminated by Brownsville PUB as provided herein, Engineer will be paid for the time provided and expenses incurred up to the termination date, if such final compensation is approved by Brownsville PUB, in its sole discretion. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of Brownsville PUB, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Engineer shall not be relieved of liability to Brownsville PUB for damages sustained by Brownsville PUB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and Brownsville PUB may

withhold any payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due the Brownsville PUB from Engineer is determined.

Engineer agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Engineer under the Contract. In the alternative, Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

Brownsville PUB may, from time to time, request changes in the scope of the services of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, or time for performance, which are mutually agreed upon by and between Brownsville PUB and Engineer, shall be incorporated in written amendments to this Contract. Any such Work Orders or Change Orders shall be executed by the General Manager & CEO of Brownsville PUB, or other authorized representative as designated by the General Manager & CEO or Brownsville PUB Board.

13. Reports and Information

Engineer, at such times and in such forms as Brownsville PUB may reasonably require, shall furnish Brownsville PUB such periodic reports as Brownsville PUB may reasonably request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Pursuant to Chapters 106 and 110 of the Texas Civil Practice and Remedies Code and Brownsville PUB local policies, no person shall, on the grounds of race, religion, gender, sexual orientation, age, physically challenged condition or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Engineer and Brownsville PUB.

15. Incorporation of Provisions Required by Law

Each provision and clause required by State and federal law to be inserted into this Contract shall be deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract and its Exhibits and any future written Work or Change Orders constitute the entire agreement, and supersedes all prior agreements and understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Engineer under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it, and all statements contained in any document required by Brownsville PUB, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that Brownsville PUB or Engineer shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond the control of Brownsville PUB or Engineer, and Brownsville PUB or Engineer have taken reasonable measures to remove or mitigate such Force Majeure, then Brownsville PUB or Engineer may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Cameron County, Texas.

22. Time for Performance

Engineer's technical and professional services described in Exhibit "A" Scope of Services shall be completed in accordance with the performance schedule as outlined in Exhibit "C" Schedule, except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third-Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear their own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless Brownsville PUB agrees to another location.

EXECUTED in duplicate originals on this _____ day of _____ 2023.

SAME FORMAT AS BELOW

CONSULTANT

By: _____

Name:

Title:

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2023, by
Signor, Title of Company Name, a _____ on behalf of said _____.

Notary Public, State of _____

EXECUTED in duplicate originals on this _____ day of _____ 2023.

CITY OF BROWNSVILLE PUBLIC UTILITIES
BOARD

ATTEST:

_____, Secretary

By: _____
Name: John S. Bruciak, P.E.
Title: General Manager & CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the _____ day of _____, 2023, by
JOHN S. BRUCIAK, P. E., General Manager & CEO of the CITY OF BROWNSVILLE PUBLIC
UTILITIES BOARD.

Notary Public, State of Texas

EXHIBIT “A”

**SCOPE OF SERVICES FOR THE
(ADD PROJECT NAME) PROJECT**

EXHIBIT “B”
COMPENSATION FOR ENGINEERING SERVICES
ON THE
(ADD PROJECT NAME) PROJECT

Brownsville PUB shall pay Engineer for reimbursable services directly related to the Project. Reimbursable services include labor and reimbursable expenses attributed to the performance of the scope of services identified in the Contract and the Exhibits, attachments and any supplemental amendments to the Contract.

Payment for labor shall be at the hourly billing rates for each labor classification identified in Attachment 1 to this Exhibit “B” Compensation. Payment for reimbursable direct expenses shall be at the actual cost to the Engineer for the expenses incurred.

The maximum compensation for all services, including labor overhead and reimbursable expenses, shall not exceed the amount in the Contract and the Exhibits, attachments and any authorized supplemental amendments to the Contract. The maximum not-to-exceed compensation under this authorization is \$(Add Amount).

The Project is divided into multiple tasks and phases as indicated in Exhibit “A” Scope of Services. (Remove this sentence if this does not apply.)

ATTACHMENT 1
BILLING RATES BY EMPLOYEE CLASSIFICATIONS

Attachment 1 to Exhibit “B”

(Add Rates)

KEY PERSONNEL:

Engineer proposes to perform the services described above through the Los Fresnos Office of (Add Consultant Company Name). (Add Name/Title), P.E., Project Manager/Engineering Manager, will establish Project requirements, determine internal policy matters, ensure satisfactory completion of the work, and be directly responsible for the Project. The Project Manager shall not be removed from the Project assignment without the written approval of the Brownsville PUB.

Additional Key Personnel listed below shall not be removed from the Project assignment without the written approval of the Brownsville PUB: N/A or insert names.

ATTACHMENT 2
ENGINEERING FEE SUMMARY

Attachment 2 to Exhibit “B”

Engineer proposes to perform all work described in Exhibit “A”, Scope of Services, Tasks 1 through Task 3 for a not-to-exceed fee of \$(Add Amount). Invoices will be submitted monthly. Should the work be completed for less than the projected amount, Brownsville PUB will only be billed for actual work completed. Costs for trips to Brownsville, Texas covering the Project meeting(s) and attendance at Brownsville PUB is included in the projected fee. If additional meetings and/or services are authorized by Brownsville PUB beyond those described above, Brownsville PUB will be billed based on then current standard hourly rates for personnel involved in the Project. Engineer is willing to adjust the proposed scope and not-to-exceed fee to best meet the specific needs of Brownsville PUB. Details pertaining to the development of the not-to-exceed fee are as follows:

Labor and Indirect Charges
\$

Direct Expenses (at cost)
\$

Total Estimated Costs
\$

ATTACHMENT 3
DEVELOPMENT OF ENGINEERING FEES
BY PROJECT PHASE

Attachment 3 to Exhibit “B”

(Add fee schedule)

EXHIBIT “C”

SCHEDULE FOR ENGINEERING SERVICES ON THE (ADD PROJECT NAME)

Engineer understands that the Project Scope of Services outlined herein should be completed within eight (8) months. Engineer proposes to initiate the Project after both parties have signed the contract, subject to Brownsville PUB’s written authorization to proceed. It is understood that Engineer’s ability to complete the tasks within the established time frame is dependent, in large part, on the receipt of any existing, available, and necessary data from Brownsville PUB at the beginning of the Project, and Brownsville PUB’s timely response with review comments and input.