



WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES

P 045-25

Proposal Due April 30, 2025 by 5:00 PM

Proposal Opening May 1, 2025 at 10:00 AM

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**LEGAL NOTICE
AND
REQUEST FOR PROPOSAL
P045-25**

Sealed proposals will be received by the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas ("BPUB"), at the BPUB Purchasing Department office; 1155 FM 511; Olmito, Texas 78575 **until 5:00 PM, April 30, 2025** for the project described in the Contract Documents and Specifications entitled:

WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES

Proposals received after this time will not be considered.

Proposals will be publicly opened and read aloud on May 1, 2025 at 10:00 AM. Firms are invited to call (956) 214-6020 to listen to the proposal opening.

Detailed specifications may be obtained at the following website: https://www.brownsville-pub.com/rfp_status/open/.

Two (2) sets of the proposal documents shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"P045-25 WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES, APRIL 30, 2025, 5:00 PM"**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, Texas 78575.

Each proposal shall constitute an offer to the Board, as outlined therein, and shall be irrevocable for at least ninety (90) days after the time announced for the opening thereof.

Each proposal shall be accompanied by a Certified or Cashier's check payable to the order of BPUB, City of Brownsville, Texas for a sum not less than five (5%) percent of the total proposal amount. In lieu of a check, a Bid Bond may be submitted in an amount not less than five (5%) percent of the total amount proposal with a Corporate Surety licensed to do business in the State of Texas, conditioned that the CONTRACTOR will pay the BPUB, as mutually agreed to liquidated damages, and not as a penalty, the amount specified in the Bond unless he enters into a contract in accordance with his proposal. If the CONTRACTOR fails to execute the contract and to furnish satisfactory Performance and Payment Bonds and Insurance Certificates within ten (10) days from the date on which he is notified that his proposal has been accepted, the amount of his check or bid bond shall be forfeited to the BPUB as mutually agreed to liquidated damages, and not as a penalty. **No proposal will be considered if the Bid Security is not submitted.**

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposals to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **No proposals will be accepted via facsimile or electronic submission.**

The BPUB specifically reserves the right to reject any or all proposals, to waive irregularities or informalities in any or all proposals and to accept any proposal which is deemed to be in the best interest of the Board.

By:

Diane Solitaire

Purchasing Department

(956) 983-6366

INSTRUCTIONS TO PROPOSERS
Please submit this page upon receipt.

Acknowledgment Form

P045-25 WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES

For any clarifications, please contact Hugo E. Lopez at BPUB, Purchasing Department at (956) 983-6375 or (956) 983-6364 or e-mail: hlopez@brownsville-pub.com

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

Check one:

Yes, I will be able to send a RFP; obtained RFP package from website.

Yes, I will be able to send a RFP; please email the RFP package.

Email: _____

Yes, I will be able to send a RFP; please mail the RFP package using the carrier & account number listed below:

Carrier: _____

Account: _____

No, I will not be able to send a RFP for the following reason:

If you are unable to send your proposal, kindly indicate your reason for "No response" above and return this form **via e-mail to hlopez@brownsville-pub.com or to dsolitaire@brownsville-pub.com**. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____

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

Special Instructions

Contract Information

- **Interpretation**

Questions concerning terms, conditions, and technical specifications should be directed to:

Hugo E. Lopez,
Purchasing Administrator
(956) 983-6375

or

Diane Solitaire
Purchasing & Materials Manager
(956) 983-6366

- **Tentative Time Line**

1. April 16, 2025 to April 30, 2025 - Vendors work on proposal.
2. April 30, 2025 at 5:00 PM CST - **Vendor must submit two (2) sets of proposal document sealed in an envelope to:**

Diane Solitaire, Purchasing
1155 FM 511
Olmito, TX 78575

Proposal # P045-25 – WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES

Due: **April 30, 2025 at 5:00 PM**

*The above noted information must be included on proposal envelope and on any carrier's envelope/package. **The BPUB will not be held responsible for missing, lost or late mail. BPUB will not accept facsimile or electronic transmission of sealed proposals.***

3. April 22, 2025 – Last day for questions
4. May 1, 2025 - Open proposals at 10:00 AM
5. May 2, 2025 to May 23, 2025 - Evaluate proposals
6. May 26, 2025 - Provide Final Recommendations
7. June 9, 2025 - Send to Utilities Board for approval
8. Term of Contract will commence July 2025, tentatively

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

- **Pricing**

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

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

Failure to submit any of the above information with the sealed proposal will disqualify proposal as non-responsive.

- **Vendor Representative**

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

- **References**

Provide three references, including contact name, email address and current telephone number where projects SIMILAR to that described herein have been completed.

- **Quality of Products (RESERVED)**

- **Determining Factors for Award**

1. Price- 40%
2. Compliance with requirements of the technical specifications - 15%
3. Quality of performance on previous work on similar contracts – 15%
4. Safety record will be considered when determining the responsibility of the firm – 10%.
5. Estimated time of completion – 20%

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

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.

- **Vendor ACH (Direct Deposit) Services**

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

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, aW9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the BPUB. If a W9 or W8 form is not made available to BPUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **W9 or W8 form must be included with proposal response.** Attached are sample forms.

- **Taxes**

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

- **Term of Contract**

The initial term of this contract will be for one (1) year from the date of award. Brownsville PUB may, unilaterally, extend the contract with the option to renew annually for two (2) additional one (1), one-year period if price and services are satisfactory and agreed upon in writing by both parties.

- **Signing of Proposal**

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

- **EEOC Guidelines**

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

- **Contract and Purchase Order**

The services shall be completed in a timely manner as specified in the specifications. A contract for the services will be placed into effect upon final approval by BPUB Board.

- **Brownsville Public Utilities Board Rights**

1. If only one or no proposal is received by "submission date", the BPUB has the right to reject, re-solicit, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the BPUB.
3. The right to hold proposal for 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and vendor/contractor) and if firm holds original proposal prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.

6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.
7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

Any interpretation, correction, or change to the invitation to proposal will be made by ADDENDUM. Changes or corrections will be issued by the BPUB Purchasing Department. **Addenda will be emailed to all who have returned the Proposal Acknowledgment Form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the BPUB prior to submitting a response to the invitation to proposal to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to proposal. Addenda will be posted on the BPUB website.

1. RECEIPT AND OPENING OF PROPOSALS:

The BPUB, City of Brownsville, Texas (hereinafter called OWNER), invites proposals on the form attached hereto, all blanks of which must be appropriately filled in, in ink, for project titled: **WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES.**

The OWNER may consider informal and non-responsive, any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No CONTRACTOR may withdraw a proposal within at least ninety (90) days after the actual date of the opening thereof.

2. INSPECTION OF SITE:

Each CONTRACTOR shall visit the sites of the proposed work and fully acquaint themselves with the existing conditions there relating to services and labor, and shall fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The CONTRACTOR should thoroughly examine and familiarize themselves with the Contract Documents. The CONTRACTOR, by the execution of the Contract, shall in no way be relieved of any obligation under it due to their failure to receive or examine any form or legal instrument, or to visit the sites and acquaint themselves with the conditions there existing, and the OWNER will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which CONTRACTOR should have been on notice as a result thereof. Visits to the sites shall be arranged by calling **Saul Ramirez, Electric Programs Coordinator with the BPUB Electric T&D New Construction and Maintenance Department at telephone no. (956) 983-6324.**

3. PREPARATION OF PROPOSAL AND USE OF SEPARATE PROPOSAL FORMS:

These Contract Documents include a complete set of proposal documents. The CONTRACTOR shall copy all Documents listed in the Table of Contents under the heading PROPOSAL DOCUMENTS and shall submit two sets (original signed and one signed photocopy) of the proposal on these forms. A proposal shall be comprised of the PROPOSAL DOCUMENTS completed by the CONTRACTOR, plus any supplemental information required by the Specifications and Documents, or deemed necessary by the CONTRACTOR to fully describe the offering.

If any of the information submitted as part of the proposal is considered to be proprietary by the CONTRACTOR, they shall clearly and conspicuously identify such in the proposal as being confidential. CONTRACTOR understands that the BPUB, as a public entity, is subject to the Texas Public Information Act.

- a) Preparation. Each proposal shall be carefully prepared using the proposal and proposal data forms included as a part of the proposal documents. Entries on the proposal and proposal data forms shall be typed, using dark black ribbon, or legibly written in black ink. All prices shall be stated in written words and numeric figures except where the forms provide for figures only. In case of discrepancy, especially in any sum total extensions, the amount shown in written words/unit prices will govern.

The CONTRACTOR shall acknowledge, in the space provided in the proposal form, receipt of each Addendum issued for the Specifications and Documents during the proposal period.

The CONTRACTOR shall assemble any supplementary information necessary to thoroughly describe work, materials and equipment covered by the proposal, and shall attach such supplemental information to the copies of the Specifications and Documents submitted.

- b) Signatures. Each CONTRACTOR shall sign the proposal with their usual handwritten signature and shall give the full business address. The CONTRACTOR's name stated on the proposal shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. A complete list of the partners shall be included with the proposal.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the “president,” “secretary,” or other person authorized to bind the corporation.

A proposal by a person who affixes to their signature the word “president,” “secretary,” “agent,” or other designation, without disclosing the principal, will be rejected. Satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Proposers shall designate the state in which they are incorporated and the address of their principal office.

- c) Submittal. The original proposal (and its accompanying photocopy) shall be transmitted to arrive at the designated address not later than the date and time stipulated in the Legal Notice and Request for Proposals.

Submit the original signed proposal (and its accompanying copy) to:

Brownsville Public Utilities Board of the
City of Brownsville, Texas
1155 FM 511
Olmito, Texas 78575

Attention: Ms. Diane Solitaire
Purchasing Department

Each proposal must be submitted in duplicate as stated above (original signature and photocopy), in a sealed envelope bearing on the outside the name of the CONTRACTOR, the address, and the name of the project for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the proposal itself must be enclosed in another envelope addressed as specified in the proposal form.

4. METHOD OF PROPOSAL: UNIT PRICE AND LUMP SUM.

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

5. DISCLOSURE BY CONTRACTOR:

Each CONTRACTOR shall submit with the proposal documents, on the form furnished for that purpose, the Contractor's Proposal Disclosure Statement showing their experience record in performing the type of work embraced in the contract, the organization and equipment available for the work contemplated, and, when specifically requested by the OWNER, a detailed financial statement. The OWNER shall have the right to take such steps as it deems necessary, including telephonic contact to other owner references, to determine the ability and responsibility of the CONTRACTOR to perform the obligations under the Contract and the CONTRACTOR shall be responsive in furnishing the OWNER all such information and data for this purpose as it may request. OWNER reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the OWNER that the CONTRACTOR is responsible to properly carry out the terms of the Contract. This shall also apply to any proposed SUBCONTRACTOR(s).

6. SUBCONTRACTS:

The CONTRACTOR is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER, and that a Subcontractor's Proposal Disclosure Statement for each proposed SUBCONTRACTOR must also be submitted with the proposal documents.

7. PROPOSAL SECURITY:

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

8. ADDENDA AND INTERPRETATIONS:

No oral interpretations by OWNER and its representatives shall be binding upon OWNER as to the meaning of the contract documents, or other pre-proposal documents.

Any interpretation, correction, or change to the Request for Proposal will be made by ADDENDUM. Changes or corrections will be issued by the BPUB Purchasing Department Only. **Addenda will be emailed to all who have returned the Proposal Acknowledgment Form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors/contractors to determine whether all Addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB prior to submitting a response to

the Request for Proposal to ascertain if any Addenda have been issued, and to obtain any all Addenda, execute them, and return Addenda with the response to the Request for Proposal. All Addenda so issued shall become part of the Contract Documents. Addenda may also be posted on BPUB's webpage.

9. FACSIMILE MODIFICATION:

Any CONTRACTOR may modify their proposal by facsimile communication at any time prior to the scheduled proposal closing time for receipt of proposals, provided such facsimile communication is received by the OWNER, in the BPUB Purchasing Department, prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the facsimile modification over the signature of the CONTRACTOR was also mailed to OWNER prior to the closing time. The facsimile communication should not reveal the total proposal price, but should provide the addition or subtraction, or other modification, so that the final prices or terms will not be known by the OWNER until the original sealed proposal is opened and the modification computed by OWNER.

Revised proposals submitted before the opening of proposals, whether forwarded by mail, electronically or by facsimile if representing an increase in excess of two percent (2%) of the original proposal, must have the proposal security (proposal bond or check) adjusted accordingly; otherwise the proposal will not be considered responsive.

If written confirmation and originally signed confirmation of a proposal revision is not received within three (3) calendar days after the proposal closing time, no consideration will be given to any proposed adjustment contained in the facsimile modification.

10. TIME FOR RECEIVING PROPOSALS:

Proposals received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered.

CONTRACTORS are cautioned that, while electronic or facsimile modifications of proposals may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the proposal so modified or amended, subject to rejection for non-responsiveness.

11. OPENING OF PROPOSALS:

At the time and place fixed for the opening of proposals, the OWNER will cause to be opened and publicly read aloud every proposal received within the time set for receiving proposals, irrespective of any irregularities therein. CONTRACTORS and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn via written, electronic, or facsimile request dispatched by the CONTRACTOR in time for delivery in the normal course of business prior to the time fixed for proposal opening; provided, that written confirmation of any facsimile or electronic withdrawal over the signature of the CONTRACTOR is placed in the mail and postmarked prior to the time set for proposal opening. The proposal security of any CONTRACTOR withdrawing their proposal in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF PROPOSALS:

The Contract will be awarded to the responsive and responsible CONTRACTOR submitting the most responsive proposal complying with the conditions and requirements of the Legal Notice and Request for Proposals. The CONTRACTOR to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all proposals and to waive any informality in proposals received, whenever such rejection or waiver is in BPUB's interest.

The OWNER reserves the right to consider as not responsible, any CONTRACTOR who does not habitually perform with his own forces the major portions of the work involved in performance of the personal services embraced in this Contract. This provision is meant to prevent wholesale assignment and "brokering" of awarded contracts.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND:

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful CONTRACTOR shall execute and deliver to the OWNER an agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful CONTRACTOR shall, within the period specified in the preceding paragraph, furnish a Performance Bond and Payment Bond, in accordance with the following parameters:

- a.) For a Contract in excess of \$100,000.00, a Performance Bond shall be executed in the full amount of the Contract, conditioned upon the faithful and timely performance of the Work in accordance with the Plans, Specifications, and Contract Documents. Said Bond shall be solely for the protection of the OWNER.
- b.) For a Contract in excess of \$50,000.00, a Payment Bond shall be executed in the full amount of the Contract, solely for the protection of all proper claimants supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant perfecting a proper claim. Payment Bonds are required under Texas law, since no mechanics' liens are allowed against BPUB's public property assets.

When bonds are required, they shall serve as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may

become legally indebted to for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas.

The failure of the successful CONTRACTOR to execute such Agreement and to supply the required bonds and insurance certificates within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant in writing, based upon reasons determined sufficient by the OWNER, shall constitute a default, and the OWNER may either award the contract to the next most responsive and responsible CONTRACTOR, or re-advertise for proposals, and may charge against the defaulting CONTRACTOR the difference between the amount of the defaulted proposal and the amount for which a final contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal bond. If a more favorable proposal is received by re-advertising, the defaulting CONTRACTOR shall have no claim against the OWNER for a proposal bond refund.

15. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful CONTRACTOR, upon their failure or refusal to execute and deliver the Contract, Bond and insurance certificates required within ten (10) days after receiving notice of the acceptance of their proposal, shall forfeit to the OWNER, as liquidated damages (and not as a penalty) for such failure or refusal, the security provided in the proposal bond or otherwise deposited with the proposal.

16. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

CONTRACTOR must agree to commence Work on or before a date to be specified in a written "Notice to Proceed" issued by the OWNER. Vendor shall adhere to cycle schedules as specified in proposal documents.

17. NOTICE OF SPECIAL CONDITIONS:

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

- A. Insurance requirements.
- B. Indemnification by Vendor.
- C. Wage and Hour Provisions.
- D. State Sales and Use Tax Exemption Provisions

18. LAWS AND REGULATIONS:

The Firm's attention is directed to the fact that all applicable federal, state and local laws, statutes, ordinances, codes and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

19. EQUAL EMPLOYMENT OPPORTUNITY:

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

20. PRE-PROPOSAL CONFERENCE: (NOT APPLICABLE)

A pre-proposal meeting between the OWNER, prospective firms, suppliers, etc., will be held to answer any questions concerning the work. No addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written Addendum will be issued by the OWNER to all pre-proposal conference attendees. The pre-proposal meeting will be held at the place, time and date indicated in the Legal Notice and Request for Proposals. Interested parties are invited to attend. Attendance at the Pre-Proposal Conference is not mandatory, but is recommended for all contractors and suppliers interested in responding to the Work for the Project.

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

22. INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Each CONTRACTOR shall submit with their proposal pertinent information concerning proposed Contract implementation organization.

a) Equipment and Materials. In addition to the information submitted on the proposal and proposal data forms, each CONTRACTOR shall submit all specifications, preliminary drawings, and similar descriptive information necessary to describe completely the equipment and materials he proposes to furnish.

The proposal shall be based on using new equipment and materials which comply with the Specifications and Documents in every respect, unless existing equipment is specifically noted by OWNER for reuse. If alternate or "equal" equipment and materials are indicated in the proposal, it shall be understood that the OWNER will have the option of selecting any one of the alternates so indicated and such selection shall not be a cause for extra contractor compensation or extension of time. OWNER specifically reserves the legal right to specify "sole source" equipment or materials in the Specifications when unique circumstances warrant.

b) Contractor's Field Organization. Each CONTRACTOR shall submit with the proposal response an organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization which they propose to use for this Project. The successful CONTRACTOR's

organizational concept will be subject to the review and acceptance of the OWNER. The experience record of the Contractor's field superintendent shall be submitted with the proposal.

23. PREFERENCE LAW:

Proposal evaluations will take into consideration any Preference Laws of the State of Texas, and any reciprocity laws of other states as they may be addressed by Texas law.

24. SUBSURFACE GEOLOGIC CONDITIONS: (RESERVED)

25. DISPOSAL OF EXCESS MATERIALS:

After completion of this project, there may be in some instances where an excess of material or waste material is left over. In such cases where there is an excess of material, CONTRACTOR shall load and haul it away from the job site and dispose of it in a legal manner so as not to trespass, adversely impact any protected wetlands, adversely impact the 100 year flood plain, adversely impact any endangered species, or otherwise create drainage diversions or impoundments. No extra remuneration for this work will be allowed.

26. EROSION AND SEDIMENT CONTROL MEASURES: (RESERVED)

27. SAFETY PROVISIONS:

CONTRACTOR shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the OWNER, public, railroad and any job site working personnel will be mitigated. In addition to any other requirements of the Contract Documents, the CONTRACTOR shall be responsible for familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements.

28. PROTECTION OF PROPERTY AND EXISTING UTILITIES:

Within developed areas, all public and private property along and adjacent to the CONTRACTOR'S operations, including lawns, yards, shrubs, drainage gradients, and trees, shall be adequately protected, and when damages occur, they shall be repaired, replaced, or renewed or otherwise put in a condition equal to or better than that which existed before the CONTRACTOR caused the damage or removal.

An attempt has been made to show all known existing utilities on the PLANS, but the possibility remains strong that some utilities may exist that have not been shown. The CONTRACTOR, through mandatory contact with local utility owners, shall keep themselves informed and take such precautions as necessary to avoid damage and unsafe working conditions for employees.

29. WAGES AND HOURS:

The most recent wage rate determination from the U.S. Department of Labor for Cameron County as amended within the previous three (3) years and as locally adopted by the Brownsville

PUB, is a part of these specifications and controls minimum wage, hour and any fringe benefits, with the exception that no wage shall be paid below \$8.00 as established locally by the BPUB.

A copy of the wage rate schedule must be posted at the job site in both English and Spanish and kept posted in a conspicuous place on the site of the project at all times during performance. Copies of the wage rate schedule are included herein, but the responsibility for initial posting and keeping it posted, rests upon the CONTRACTOR.

30. GUARANTEE:

The CONTRACTOR shall warranty and guarantee the Work, equipment and materials for a period of at least one (1) year after date of final acceptance in writing by the OWNER. During this period, the CONTRACTOR shall make any repairs and/or replacements of defective equipment and materials and corrections of Work due to poor workmanship, all as may be required for full compliance with the General Conditions, Plans and Specifications. This combined workmanship quality guarantee, and minimal equipment and materials warranty, shall apply to all matters reported by the OWNER in writing within said one (1) year period and this post-construction guarantee/warranty period shall be included in the coverage period set forth in the Performance Bond.

31. STATE SALES AND USE TAX EXEMPTION:

Pursuant to 34 Texas Administrative Code 3.291, in order for the Brownsville PUB to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, after August 14, 1991, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be physically incorporated into the Project realty, from the total Contract price. Under the "separated contract" format, the Contractor in effect becomes a "seller" to the Brownsville PUB of materials that are to be physically incorporated into the Project realty. As a "seller", the Contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to the Brownsville PUB, which is a sales tax exempt entity under UTCA Tax Code Section 151.309(5). Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and/or consumed during project work (gas, oil, rental equipment), but that are not physically incorporated into the project realty. Such items are generally not tax exempt. Contractors that have questions about the implementation of this statute are asked to inquire directly with the State Comptroller of Public Accounts, Tax Administration Division, State of Texas, Austin, Texas 78774. Contractor will not include any federal taxes in proposal prices since the City of Brownsville and Brownsville PUB are exempt from payment of such federal taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the Contractor through the regional offices of the State Comptroller of Public Accounts

PROPOSAL

P045-25

Place: BPUB Purchasing Department
1155 FM 511

Due Date: **April 30, 2025 at 5:00 PM**

Opening Date: May 1, 2025 at 10:00 AM

Proposal of _____ hereinafter called CONTRACTOR, a corporation organized and existing under the laws of the State of _____, or, a partnership, or an individual doing business as _____.

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

Gentlemen:

The CONTRACTOR, in compliance with your request for proposals for **WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES**, having examined the Specifications with related Contract Documents and the sites of the proposed Work, and being familiar with all of the conditions surrounding the implementation of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to implement performance of the project in accordance with the Contract Documents, within the time set forth herein, and at the Prices shown in the attached Proposal Cost Sheet. These price(s) are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

CONTRACTOR hereby agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the OWNER.

CONTRACTOR agrees to perform all Work for which he contracts as described in the Specifications for the unit prices and/or lump sum shown on the attached Proposal Schedule:

Special Instructions:

None.

BASE PROPOSAL SCHEDULE RATES

(1 YEAR)

Item	Quantity	Description	Rate	Extended Cost
			\$/Unit	
1	300	Wooden Pole Restoration	\$	\$
2	80	Wooden Pole Restoration & Upgrade	\$/Unit	
			\$	\$
3	(380**)	TOTAL	\$	\$

- Estimated time of completion:

NOTE: **380 is an estimated amount of wood poles for the contract term and is not a guaranteed amount. Contractor will be compensated for the service completed. BPUB reserves the right to add or remove quantities based on the utility’s needs. The total upgraded poles are an estimation and could be increased/decreased at BPUB’s Electric Operations Management’s sole discretion.

The awarded Contractor shall arrange for, and include in the proposal the costs for:

- A) Two BPUB Contractor’s main distribution/fabrication facilities.
- B) Two BPUB employees to witness live restoration process, installation and test by the recommended method on proposal.
- C) Contractor is also responsible for additional trips for re-testing, if necessary.
- D) These costs shall include all airfare, accommodation, and rental car expenses. The Contractor shall advise the owner 20 working days in advance of all testing so that BPUB employees can be scheduled for this travel.

NOTE: BPUB Board of Directors may select any combination of options for award.

CONTRACTOR Acknowledges receipt of the following addenda:

SUBCONTRACTORS. The undersigned CONTRACTOR proposes that he will be responsible to perform the Work at the project sites with his own forces and that specific portions of the Work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Work Subcontracted	Name of Subcontractor
<hr/>	<hr/>
<hr/>	<hr/>

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

CONTRACTOR understands that the OWNER reserves the right to reject any or all proposals and to waive any informalities in the proposal.

CONTRACTOR agrees that this Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Proposal, CONTRACTOR will furnish the Performance Bond, Payment Bond and Certificates of Insurance and execute the formal Contract attached within ten (10) days as required under the Special Instructions and Exhibit C. The Proposal security attached in the sum of _____ (\$_____) is to become the property of the OWNER in the event the Contract, Performance Bond, Payment Bond, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby; otherwise the Proposal security will be returned upon the signing of the Contract and delivering the approved Performance Bond, Payment Bond and insurance certificates.

Seal affixed here if PROPOSAL is by a Corporation:

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

Signed, this _____ day of _____ 20_____.

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

**CONTRACTOR'S
PROPOSAL DISCLOSURE STATEMENT**

All questions must be answered or your proposal will be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

1. This Proposal Disclosure Statement is submitted to the Brownsville Public Utilities Board by: _____
 _____ a Corporation, _____ a Partnership, _____ a Texas Joint Venture, or _____
 an Individual. Address: _____ Contractor's #: _____
 _____ City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

3. Years of experience in work of the type called for in this contract as: A General Contractor _____, A Subcontractor _____.

4. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

5. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

6. Have you ever failed to complete any work awarded to you?
___ Yes ___ No. If "Yes", state where and why. _____

7. Are you at present in any lawsuits involving work of any type?
___ Yes ___ No. If "Yes", explain: _____

8. Explain in detail the manner in which you have inspected the work and jobsites proposed in this contract:

9. Explain in detail your plan or layout for performing the work proposed in this contract:

10. If this contract is awarded to you, your company's office administrative manager for the work will be Mr. (Ms.) _____, and your resident jobsite superintendent will be Mr. (Ms.) _____.

11. What experience in this type of work does the individual designated as resident superintendent above have? _____

12. What portions of the work do you intend to subcontract? _____

13. What equipment do you own that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

14. Have you received firm offers from any suppliers for all major items of material and/or equipment within the price totals used in preparing your proposal?__ Yes __ No

15. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$_____ Bank Reference: _____

Bonding Capacity available: \$_____

The undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this ____ day of _____, 20__

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

**SUBCONTRACTOR'S
PROPOSAL DISCLOSURE STATEMENT**

All questions must be answered or the Proposal of the General Contractor will be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

1. This Proposal Disclosure Statement is submitted to the Brownsville Public Utilities Board by: _____

_____ a Corporation, ___ a Partnership, ___ a Texas Joint Venture, or ___ an Individual.
Address: _____ Contractor's #: _____
City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

3. Years of experience in work of the type called for in this contract as: A General Contractor _____, A Subcontractor _____.

4. Have you ever previously worked as subcontractor for this general contractor?
___Yes ___No; If yes, list three most recent projects in which your company has served as a subcontractor to this general contractor.

5. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

6. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

7. Have you ever failed to complete any work awarded to you?
 ___ Yes ___ No. If "Yes," state where and why. _____

8. Are you at present in any lawsuits involving work of any type?
 ___ Yes ___ No. If "Yes", explain: _____

9. Explain in detail the manner in which you have inspected the work and jobsites proposed in this contract:

10. Explain in detail your plan or layout for performing the work proposed in this contract:

11. If this subcontract is awarded to you, your company's office administrative manager for the work will be Mr. (Ms.) _____, and your resident superintendent will be Mr. (Ms.) _____.

12. What experience in this type of work does the individual designated as resident superintendent above have?

13. What portions of the work do you intend to sub-subcontract? _____

14. What equipment do you own that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

15. Have you received firm offers from suppliers for all major items of material and/or equipment within the price totals used in preparing your subcontract proposal?
 ___ Yes ___ No

16. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ _____ Bank Reference: _____

Bonding Capacity available: \$ _____

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Subcontractor Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this ____ day of _____, 20____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

Hereinafter _____ called _____ Principal, _____ and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas, hereinafter called OWNER, in liquidated damages (not as a penalty) of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the: **WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year post-construction workmanship guaranty and materials/equipment warranty period, and if he shall satisfy all claims and demands incurred under such Contract, and **SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ALL COSTS AND DAMAGES WHICH IT MAY SUFFER BY REASON OF FAILURE TO DO SO**, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

This bond is subject to and governed by Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST: _____
(Principal)

(Principal) Secretary By: _____ (s)
(Signature)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST: _____
(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) (Address)

(Address)

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

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas, hereinafter called OWNER, in liquidated damages (not as a penalty) of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the: **WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials, for or performing labor in, the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

This bond is subject to and governed by Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST: _____
(Principal)

(Principal) Secretary By: _____ (s)
(Signature)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST: _____
(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) (Address)

(Address)

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

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

**SCOPE OF WORK
AND GENERAL REQUIREMENTS**

FOR

**WOODEN POLES RESTORATION AND STRENGTH UPGRADE
SERVICES**

SCOPE OF WORK

1. The purpose of this solicitation is to improve BPUB's electric reliability for customers by restoring the structural strength of wooden poles already detected as restorable rejects.
2. The Proposing Company will perform pole strength analysis, supervised by a Professional Engineer Licensed on the State of Texas to identify poles that require strength upgrade based on specified criteria before any job commencement.
3. The BPUB Wooden Poles Restoration and Strength Upgrade Service Contractor is limited to the Scope of Work, herein included. BPUB shall have no liability for personal injury or property damage sustained as a result of persons coming into contact with such electric lines or other electrical equipment where poles are being restored in accordance with the directive of BPUB, its agents or employees and/or standard electric utility industry practice.
4. The Contractor agrees to furnish all supervisors, labor, tools, transportation, equipment and materials for the sole purpose of Restoring and Upgrading Wooden Poles by the BPUB system.
5. Contractor shall work Monday through Friday, between the hours of 7:30 AM – 4:30 PM, and follow BPUB's holiday schedule unless they have prior approval from BPUB.
6. Contractor agrees NOT to perform or solicit any services outside of the scope of work indicated by BPUB. All customer requests outside of the scope of work shall be referred to BPUB's Electric Programs Coordinator.
7. If applicable, contractor agrees to secure all permits and licenses of a temporary nature for the work to be performed hereunder and agrees to pay all charges and fees required for such permits and licenses. BPUB will not accept a separate line-item fee.

8. Contractor agrees to obtain consent or permission for the necessary work from the property owner, authorized agent or public authorities having ownership or control over each wood pole. Whenever permission to do any work cannot be obtained, such work shall not be done, and all such omissions shall be reported to BPUB. No further action shall be taken in such cases except upon the mutual agreement of the parties hereto. Contractor shall have no liability for personal injury or property damage sustained by any person as a result of Contractor's failure to restore/upgrade a wood pole where permission cannot be obtained.
9. Contractor agrees to perform all work in accordance with all Federal, Municipal, County, State and other local laws, ordinances and regulations applicable to said work.
 - a) The Contractor shall provide real time monitoring at project location and weekly status of the project or as requested by the Program Coordinator. BPUB will provide the Contractor with necessary electronic copies of BPUB's system maps to facilitate routing crews throughout BPUB's service area if necessary.
 - b) BPUB shall not be charged for time spent on maintenance of equipment, including without limitation to fueling of vehicles, oil or antifreeze changes and other similar maintenance and repair work. BPUB will not render payment for equipment that is incapable of fully performing its intended function.
 - c) The Contractor shall provide and maintain adequate and competent supervision of all operations for and in connection with the work being performed at each work site, either personally or by a duly authorized representative. The General Foreman or other representative of the Contractor, who has charge of the work thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the work or notices in connection therewith.
 - d) Whenever the General Foreman is not present on any part of the work where BPUB desires to give directions, Job Orders may be given by BPUB or its representative directly to, and shall be received and carried out by, the Crew Foreman/Leader who may have charge of the particular part of the work in reference to which such orders are given.
10. Contractor agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done and all complaints shall be handled by Contractor with due regard for BPUB's public relations.
 - a) In order to prevent accidents, at all locations where work is being performed, Contractor shall provide and maintain adequate and suitable warning signs, all necessary and suitable guards and appropriate warning signals or any hazards in connection with the work being performed. A Job Safety Analysis (JSA) form

must be filled out and signed by the CONTRACTOR prior to the execution of this Contract and updated every month (See sample in Exhibit “H”).

11. BPUB agrees to provide, information as to the nature of the electric circuits involved in all cases before work is commenced. It is understood by and between the parties that the electric circuits of BPUB are to continue in normal operation during the work performed under this Agreement, and that Contractor is to provide and use such protective equipment as it deems necessary for the protection of its employees and to guard against interfering with the normal operation of said electric circuits.
12. Contractor shall be required to attend a formal Kick-off meeting before the commencement of any work and regular progress meetings with BPUB to discuss the Scope of Services, review crew evaluations, receive information as to future work locations for planning purposes and discuss any problems in prosecuting the work under this Contract as needed.
13. All CONTRACTOR vehicles and equipment must be easily identified as owned or under the control of the Contractor by means of signs with easily identifiable company logos and vehicle numbers. In addition, all vehicles and equipment must be insured in accordance with BPUB insurance requirements and current with all state required safety inspection requirements and vehicle registrations. Drivers and operators of these vehicles / equipment must be appropriately licensed to operate said vehicles / equipment.
14. Contractor’s employees are required to dress in uniforms complete with company logos on shirts and PPE (vests, hard hat, etc). Clothing and apparel must be clean, job appropriate and free from safety hazards. This will include Supervision and labor. BPUB could conduct safety and work Quality Assurance audits without advice to the crews at the work place. Any findings will be shared solely to the General Foreman and upper management for their attention and will be kept as record of job performance.
15. Crew(s) and the General Foreman must have a cellular phone. The General Foreman shall be on-call during the hours of operation as defined by this Scope of Services. All cell phone numbers for active Contractor personnel should be provided to BPUBs Electric Programs Coordinator with updates provided as necessary.
16. Contractor shall immediately notify BPUB of any irregular situations observed on the BPUB’s system, including, without limitation, equipment or facility malfunctions, actual or potential safety issues, loose or sagging guy wires, damaged conductors, leaking transformers, damaged or defective poles, and any other seemingly unusual circumstance encountered by the Contractor.

TECHNICAL SPECIFICATIONS/REQUIREMENTS

1. The Contractor will submit their restoration and upgrade products and procedure(s) for study, analysis and evaluation by BPUB's Electric Programs Coordinator and Electric Operations Department Management before the formal Kick-off meeting.
2. Product and Material Technical specifications, strength analysis, coating specifications, etc. must be delivered to BPUB Electric Operations before the Formal Kick-off meeting.
3. The contractor shall submit proof of employee's training, certifications and/or licenses, as well as a list of measuring & test equipment with calibration certificates, if applicable, to the BPUB's Electric Programs Coordinator.
4. Real time monitoring at project location must be available to BPUB Electric Operations.
5. Invoicing must be backed up with graphical progress and outcomes reports including but not limited to: before and after pictorial reports, pole upgrade certificate, etc.

COMPENSATION

1. BPUB agrees to pay Contractor for the Work provided herein in accordance with the BASE PROPOSAL SCHEDULE RATES attached hereto. The Proposal Cost Sheet shall constitute a part of this Contract and should not be revised at any time except by mutual consent of the parties.
2. Contractor agrees to furnish to BPUB or its representatives the required reports, documentation and photos showing the nature, amount and location of work performed, together with the number of man hours and equipment hours involved (if necessary), the quantities of materials used, and other pertinent information which may, from time to time, be required by BPUB.
3. Estimated quantities that were used in the Proposal Cost Sheet are not guaranteed amounts. Contractor will be only be compensated for the line items listed in the Proposal Cost Sheet that were actually completed in accordance with the terms and conditions of the contract. BPUB reserves to right to add additional quantities based on the utility's needs.
4. Contractor agrees to submit to BPUB weekly itemized invoices prepared in accordance with the attached Proposal Cost Sheet and actual work completed. Invoices received by BPUB shall be paid as soon as it has had a reasonable opportunity to satisfy itself that the Work covered by such invoices has been performed in accordance with the terms of this Contract.
5. Whenever due to special circumstances such as, but not limited to, storm emergency work, an employee of BPUB is assigned to work directly with Contractor's employees, it is understood that such employee shall at all times remain in the employ of BPUB and under its direction and control, and that BPUB shall be responsible for all wages and payroll taxes and shall provide Workers' Compensation insurance coverage for such employee.

WARRANTIES

(None)

WORK PRODUCT REQUIRED TO BE RETAINED FOLLOWING COMPLETION OF
WORK.

(None)

SPECIAL PROVISIONS

Confidentiality

The Work to be performed by Contractor and its subcontractors under the attached Service Contract is to be done at the request of the City of Brownsville, acting by and through the BPUB, a governmental body. Performance of such a task is within the authority of BPUB as a governmental body. Any information compiled or Work done by Contractor is directly related to the policy-making functions of BPUB as a governmental body, not solely to internal administration. This information will include advice, recommendations and opinions on matters involving BPUB's policy mission. All work performed by Contractor and its subcontractors is a trade secret which will consist of a compilation of information which may give BPUB a competitive advantage over other electric utility competitors which do not have access to Contractor's work product. This privileged and confidential work product, if disclosed or released, directly or indirectly, to a third party, could cause substantial harm to the competitive position of BPUB. Contractor shall have a duty to use its best efforts to maintain the confidentiality of its Work and its subcontractor-Work under the attached Service Contract. Contractor shall immediately notify BPUB of any request by a third party for information concerning Contractor's or its subcontractor's Work under the attached Service Contract and of any disclosure to a third party, inadvertent or otherwise, by Contractor or its subcontractors of Work performed or being performed under the attached Service Contract. Questions regarding any alleged application of the Texas Public Information Act may need to be submitted to BPUB's legal counsel and the Texas Attorney General.

Independent Contractor

In the performance of the Work provided for by the Contract, it is understood and agreed that Contractor shall be and remain at all times an independent contractor.



TO: (Insert Contractor's Information)

Project Description: P045-25 WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES

Dear _____:

The BPUB has considered the PROPOSAL submitted by you for the above-described personal services project in response to its Legal Notice and Request for Proposals dated April 30, 2025 and Instruction to Proposers.

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

You are required by the Instructions to Proposers to execute the contract in duplicate and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Agreement and furnish the required Performance Bond, Payment Bond and insurance certificates within ten calendar (10) days from the date of this Notice, BPUB will be entitled to consider all your rights arising out of the BPUB's acceptance of your Proposal as abandoned and as a forfeiture of your PROPOSAL SECURITY.

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the BPUB.

Dated this _____ day of _____, 20____.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: _____
Name: Eli Alvarez, P.E.
Title: Director of Electrical Operations

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____ this ____ day
of

_____, 20_____.

By: _____

Name: _____

Title: _____

SAMPLE SERVICES CONTRACT

This Services Contract (“**Contract**”), dated as of _____, 20__ (the “**Effective Date**”), is entered into by and between the PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS (“**Brownsville PUB**”) and [ENTER VENDOR’S NAME], a [ENTER VENDOR’S STATE & TYPE OF COMPANY, i.e., Texas, Limited Liability Company, Corporation, etc.], with offices located at [ENTER VENDOR’S STREET ADDRESS INCLUDING CITY/STATE/ZIP CODE] (“**Service Provider**” and together with Brownsville PUB, the “**Parties**,” and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide [ENTER PROJECT NAME/SERVICES TO BE PROVIDED] as described herein.

WHEREAS, Brownsville PUB desires to engage Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

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

1. Scope of Services.

Service Provider agrees to perform the services (the “**Services**”) described below and in Exhibit “A” Scope of Services attached hereto and incorporated herein for all purposes. The Parties by mutual agreement may provide for additional services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders, pursuant to Paragraph 13 “Changes.” Nothing in this Contract shall be construed to prevent Brownsville PUB from performing for itself or from acquiring from other providers services that are similar to or identical to the Services.

2. Compensation.

Brownsville PUB will pay Service Provider for the Services as outlined in Exhibit “B” Compensation, not to exceed compensation of [ENTER WRITTEN AMOUNT FOLLOWED BY FIGURES, i.e., One Thousand and 00/100 Dollars (\$1,000.00)].

3. Method of Payment.

A. Monthly statements, in Service Provider’s standard format, will be submitted by Service Provider to Brownsville PUB, as well as any supporting documentation requested by Brownsville PUB. Statements will be based on Service Provider’s Services completed at the end of the preceding month. Brownsville PUB shall have sole discretion in the approval or disapproval of any compensation to Service Provider. If Brownsville PUB disapproves of any charge, in whole or in part, it shall provide written notice to Service Provider of the reasons therefor. Brownsville PUB shall make whole or partial payment to Service Provider within thirty (30) days of receipt of a statement.

B. Brownsville PUB will reimburse Service Provider for all reasonable expenses incurred in accordance with Exhibit A, if such expenses have been pre-approved, in writing by Brownsville PUB, within 30 days of receipt by Brownsville PUB of an invoice from Service Provider accompanied by receipts and supporting documentation reasonably acceptable to Brownsville PUB. All Service Provider expenses not pre-approved by Brownsville PUB or not otherwise meeting the requirements of this Contract or Exhibit A shall be the sole responsibility of Service Provider.

C. The fees set forth in this Contract shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Brownsville PUB under this Contract, and in no event shall Brownsville PUB be required to pay any additional amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

D. Service Provider shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of the Services. All such records shall be kept in the offices of Service Provider for a period of not less than five (5) years and shall be made available to Brownsville PUB for inspection or copying upon reasonable request during regular business hours at Service Provider's offices.

4. Service Provider's Standard of Care

Service Provider shall perform the Services (A) in accordance with the terms and subject to the conditions set forth in this Contract; (B) using personnel of required skill, experience, and qualifications; (C) in a timely, workmanlike, and professional manner; (D) with the same degree of care, skill, and diligence as is ordinarily provided by a professional services Service Provider providing similar services and similar circumstances for a project of which this Contract applies; (E) and shall give professional consultations and advice to Brownsville PUB during the performance of the Services; (F) in compliance with all applicable laws and regulations; and (G) to the reasonable satisfaction of Brownsville PUB.

5. Ownership of Documents

A. Service Provider assigns to Brownsville PUB, Service Provider's entire right, title, and interest in any document, data, studies, surveys, drawings, specifications, field notes, maps, model, photographs, reports, invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Service Provider while working for or on behalf of Brownsville PUB, which relate to, is suggested by, or results from Service Provider's provisions of the Services or this Contract and depends on either i. Service Provider's knowledge of

Confidential Information (as defined in Section 6) it obtains from Brownsville PUB; or

ii. The use of Brownsville PUB's equipment supplies, facilities, information, or materials.

B. Service Provider shall disclose any such item described in subsection A of this Section 5 to Brownsville PUB. Service Provider shall, upon request of Brownsville PUB, promptly execute a specific assignment of title to Brownsville PUB and do anything else reasonably necessary to enable Brownsville PUB to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications related to this Contract, related to trade secrets of Brownsville PUB, or which relate to tasks assigned to Service Provider by Brownsville PUB, which Service Provider may file within one year after termination of this Contract, shall belong to Brownsville PUB, and Service Provider hereby assigns same to Brownsville PUB, as having been conceived or reduced to practice during the term of this Contract.

C. All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Service Provider in the course of performing services for Brownsville PUB, together with any associated copyrights, are works made for hire and the exclusive property of Brownsville PUB. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Contract shall constitute an irrevocable assignment by Service Provider to Brownsville PUB of the ownership of any and all rights of copyright in, such items, and Brownsville PUB shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Service Provider shall give Brownsville PUB or its designees all assistance reasonably required to perfect such rights.

D. If for any reason, including incapacity, Brownsville PUB is unable to secure Service Provider's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5, or to enforce such rights, Service Provider hereby designates Brownsville PUB as Service Provider's attorney-in-fact and agent, solely and exclusively to act for and on Service Provider's behalf to execute and file such documents with the same legal force and effect as if executed by Service Provider and for no other purpose.

E. Service Provider owns the discoveries, improvements, inventions, or intellectual property made or conceived by Service Provider before the Effective Date and independently of any Confidential Information of Brownsville PUB and this Contract and are expressly reserved and excepted from the provisions of this Contract.

6. Confidentiality and Data Security.

A. All non-public, confidential, or proprietary information of Brownsville PUB ("**Confidential Information**"), including, but not limited to, business plans, specifications, designs, documents, data, business operations, customer lists, customer information, including personally identifiable information, pricing, and any other business-related information disclosed or made available by Brownsville PUB to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Contract is confidential, solely for Service Provider's use in performing this Contract and may not be disclosed or copied unless authorized by Brownsville PUB in writing. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Service Provider's breach of this Contract; (ii) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Service Provider establishes by documentary evidence, was in Service Provider's possession prior to Brownsville PUB's disclosure hereunder; or (iv) was or is independently developed by Service Provider without using any Confidential Information. Upon Brownsville PUB's request, Service Provider shall promptly return all documents and other materials received from Brownsville PUB. Brownsville PUB shall be entitled to injunctive relief for any violation of this Section.

7. Insurance.

A. Service Provider agrees to maintain Worker's Compensation Insurance 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 – Texas Statutory
Employers' Liability -- \$100,000.00

B. Service Provider also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Cyber Liability Insurance covering claims against Service Provider for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in the following amounts:

Commercial General Liability

Bodily Injury \$1,000,000.00 each occurrence
Property Damage \$1,000,000.00 each occurrence

Business Automobile Liability for all vehicles:

Bodily Injury \$50,000.00 each person, \$1,000,000.00 each occurrence
Property Damage \$1,000,000.00 each occurrence

Excess Umbrella Liability:

\$1,000,000.00

Service Provider shall also provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim and annual aggregate.

C. Service Provider shall add Brownsville PUB, its Board Members, Officers and employees, and the City of Brownsville, its Commissioners, Officers and employees as additional insureds on all required insurance policies, except workers' compensation/employer's liability. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to Brownsville PUB and City of any policy cancellation or material change. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Service Provider.

D. Service Provider shall furnish Brownsville PUB with Insurance Certificate(s) upon Brownsville PUB's reasonable request and at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. SERVICE PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB AND THEIR COMMISSIONERS, BOARD MEMBERS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, LIABILITIES, OR EXPENSES 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 RESULTING FROM ANY CLAIM OF A THIRD PARTY OR BROWNSVILLE PUB ARISING OUT OF OR OCCURRING IN CONNECTION WITH, THE NEGLIGENT ACTS OR OMISSIONS OF, WILLFUL MISCONDUCT OF, OR BREACH OF THIS CONTRACT BY SERVICE PROVIDER OR ITS AGENTS OR EMPLOYEES.

B. EXCEPT FOR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SUBSECTION A OF THIS SECTION 8, TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, SERVICE PROVIDER'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 SERVICE PROVIDER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE SHALL NOT EXCEED ONE MILLION DOLLARS. TO THE EXTENT ALLOWED BY TEXAS LAW, BROWNSVILLE PUB HEREBY RELEASES SERVICE PROVIDER FROM ANY LIABILITY EXCEEDING SUCH AMOUNT.

9. Addresses for Notices and Communications.

BROWNSVILLE PUB

NAME

TITLE

1425 Robinhood Drive

Brownsville, Texas 78521

Phone: (956) 983-XXXX

Email: xxxxx@brownsville-pub.com

VENDOR

NAME

TITLE

STREET ADDRESS

CITY, STATE ZIP CODE

Phone:

Email:

All notices and communications under this Contract must be in writing and shall be mailed or delivered to Brownsville PUB and Service Provider at the above addresses (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

10. Successors and Assignments.

Neither Party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Contract without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the transferring Party of any of its obligations hereunder. In the event of any assignment, transfer, delegation, or subcontracting, Brownsville PUB and Service Provider each binds 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. 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 and/or indemnitee hereto.

11. Termination of Contract for Cause.

If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, warranties or stipulations in this Contract, Brownsville PUB shall have the right, without prejudice to any other rights or remedies it may have under this Contract, to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without prejudice to any other rights or remedies it

may have under this Contract, Brownsville PUB shall have the right to terminate this Contract if in its sole opinion the work of the Service Provider is not effective for the purpose it is being performed. Service Provider shall be entitled to receive just and equitable 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 Section 3 of this Contract.

Notwithstanding the above, Service Provider 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 this Contract by Service Provider, and Brownsville PUB may withhold any payments to Service Provider for the purpose of setoff, until such time as the exact amount of damages due Brownsville PUB from Service Provider is determined.

Subject to Section 8, Service Provider 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 Service Provider under this Contract, including regulatory fines and penalties, attorneys' fees and expert witness costs associated with the defense against any cause of action related to this Contract. In addition, Brownsville PUB shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against Service Provider prohibiting further actions inconsistent with Service Provider's obligations under this Contract. Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this 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. Termination for Convenience.

Brownsville PUB may terminate this Contract at any time by giving at least thirty (30) calendar days notice in writing to Service Provider. If the Contract is terminated by Brownsville PUB as provided herein, Service Provider will be paid for the Services provided and approved expenses incurred up to the termination date if such compensation is approved by Brownsville PUB, which approval shall not be unreasonably withheld. Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by Brownsville PUB, which shall not be unreasonably withheld. The method of compensation herein shall be as provided in Section 3 of this Contract.

Notwithstanding the above, Service Provider 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 this Contract by Service Provider, and Brownsville PUB may reasonably withhold a sufficient portion of any payments to Service Provider for the purpose of setoff until such time as the exact amount of damages due Brownsville PUB from Service Provider is determined.

Service Provider 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 Service Provider under this Contract. Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this 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.

13. Changes.

Brownsville PUB may, from time to time, request changes in the scope of the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Service Provider's compensation, which are mutually agreed upon by and between Brownsville PUB and Service Provider shall be incorporated in written amendments to this Contract called "Work Orders".

14. Reports and Information.

Service Provider, at such times (but not more than once per month unless an emergency situation arises), and in such forms as Brownsville PUB may require, shall furnish Brownsville PUB such periodic reports as they may 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.

15. Civil Rights.

Service Provider shall comply with all applicable federal, state, and local laws regarding nondiscrimination and equal employment opportunity, as set forth in Service Provider's policy statement which shall be provided to Brownsville PUB upon request.

16. Entire Agreement.

This Contract, including and together with any Work Orders, exhibits, schedules, and attachments, each of which will be attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties concerning the subject matter of this Contract.

17. Waiver.

The failure or delay on the part of any Party herein at any time to require the performance by any other Party of any portion of this Contract shall not be deemed a waiver, 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 unless explicitly set forth in writing and signed by the Party so waiving and shall not be a waiver of any other provision hereof or any other breach hereof. No single or

partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof.

18. Severability.

The invalidity, illegality, or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Contract to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Survival.

Any and all representations, conditions, and warranties made by Service Provider 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 Service Providers representations and warranties hereunder.

20. Force Majeure.

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events (each a "**Force Majeure Event**"): (A) acts of God; (B) flood, fire, earthquake, pandemic, or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) government order, law, or action; (E) national or regional emergency; or (F) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section 20.

The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 20, the other Party may thereafter immediately terminate this Contract upon written notice.

21. Governing Law.

This Contract is governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas and all obligations of the Parties under this Contract are performable in Cameron County, Texas.

22. Choice of Forum.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Contract, including all exhibits, schedules, attachments, and appendices attached to this Contract, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal court located in Cameron County, Texas. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state or federal court located in Cameron County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. Time for Performance.

The Services shall be completed in accordance with the performance schedule as outlined in Exhibit "C", except to the extent timely performance is prevented by a Force Majeure Event, subject to the terms of Section 20.

24. 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 or (B) any intentional and/or negligent act or omission by the other Party, 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.

25. Cumulative Remedies.

All Parties shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret or enforce the terms of this 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.

26. 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 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.

27. 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.

28. Dispute Resolution.

In the event a dispute arises between the Parties, 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 its 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.

29. Amendments.

No amendment to, or modification or termination of this Contract is effective unless it is in writing, identified as an amendment to or modification or termination of this Contract, and signed by an authorized representative of each Party.

30. Independent Contractor.

A. It is understood and acknowledged that the Services which Service Provider will provide to Brownsville PUB hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Brownsville PUB. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. Brownsville PUB shall have the right to inspect the work of Service Provider solely for the purpose of determining whether the work is completed according to this Contract and any applicable Work Order.

B. Service Provider has no authority to commit, act for or on behalf of Brownsville PUB, or to bind Brownsville PUB to any obligation or liability.

C. Service Provider shall not be eligible for and shall not receive any employee benefits from Brownsville PUB and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

31. Counterparts.

This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 9, a signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the Effective Date by their respective officers thereunto duly authorized.

[ENTER VENDOR'S NAME]

By: _____
[NAME OF AUTHORIZED SIGNER]
[TITLE OF SIGNER]

PUBLIC UTILITIES BOARD OF THE
CITY OF BROWNSVILLE, TEXAS

By: _____
Marilyn D. Gilbert, MBA
General Manager and CEO

EXHIBIT "A"

**SCOPE OF SERVICES FOR
PROJECT/TYPE OF SERVICES TO BE PROVIDED**

Refer to PROJECT/TYPE OF SERVICES proposal submitted by [ENTER VENDOR'S NAME] dated Month/Day/Year, the terms of which are incorporated herein by this reference.

ADD SCOPE OF SERVICES

EXHIBIT “B”

**COMPENSATION FOR
PROJECT/TYPE OF SERVICES TO BE PROVIDED**

Service Provider proposes to perform the work and services described above through the **PROJECT/TYPE OF SERVICES TO BE PROVIDED** project. Service Provider will establish Project requirements, determine Project policy matters, ensure satisfactory completion of the work and services, and be directly responsible for the Project. Service Provider shall not be reassigned away from this engagement without the prior written consent of Brownsville PUB.

Service Provider proposes to perform all work and services described in Exhibit “A” Scope of Services, for the estimated cost of \$XX,XXX.XX. Invoices will be submitted monthly. Should the work and Services be completed for less than that amount, Brownsville PUB will only be billed for actual work and services completed. All actual out of pocket expenses incurred in the course of this engagement will be billed at actual cost for reimbursement by Brownsville PUB. Service Provider is willing to adjust the proposed scope and the related fee to meet the specific needs of Brownsville PUB. Total billings for this work scope shall not exceed the above estimate **without Brownsville PUB’s written approval.**

ADD FEES/OTHER RELATED FEES APPLICABLE TO CONTRACT, i.e., Hourly Rate Schedule

EXHIBIT “C”

**SCHEDULE FOR
PROJECT/TYPE OF SERVICES TO BE PROVIDED**

Service Provider understands that the scope of services outlined herein should be completed within. Service Provider 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 Service Provider’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.

The term of this contract shall be from Month/Day/Year through Month/Day/Year



NOTICE TO PROCEED

DATE: (Insert Date)

VIA OVERNIGHT MAIL

TO: (Insert Contractor's Information)

RE: Notice to Proceed for WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES P045-25

Dear _____:

The BPUB has received the executed Service Contract, Performance Bond, Payment Bond, and required insurance certificates; therefore this Notice to Proceed letter is being issued to proceed with the WOODEN POLES RESTORATION AND STRENGTH UPGRADE SERVICES Contract. As of _____, 20____, you are to start performing your obligations under the Contract Documents. The duration of this Contract is for one year (365 calendar days) in length and will end one year from the date of this letter. Contractor must commence Work as of _____, 20____ or be subject to mutually agreed to liquidated damages as provided in the Contract Documents. As you proceed, and find the need for any information or assistance, please contact BPUB's Electric Programs Coordinator at (956) 983-6324.

Thank you,

Eli Alvarez, P.E.
Director of Electric Operations

**REQUIRED
FORMS CHECKLIST**

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

NAME	FORM DESCRIPTION	SUBMITTED WITH PROPOSAL	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Proposal Schedule Rate/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Proposal (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

Prospective respondents are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Respondents and Proposal Disclosure Statement. When BPUB evaluates the Proposals, it reviews indices regarding the prospective contractors' responsibility to perform the project based upon prior job performances for BPUB and other public owners. Additionally, BPUB carefully reviews the prospective contractors' responsiveness to the BPUB Bid Advertisement. Respondents should thoroughly check their submittal for completeness prior to responding to BPUB.

Do not imbalance your Proposal line items to overload portions of the work. Remember to answer all written questions in the Pre-Bid Disclosure Statement and then notarize it when signing. Respondents are often required to submit OSHA 300 Logs from prior job performance records as well. BPUB can, has, and will reject Proposals that fail the responsibility and/or responsiveness standards so as to protect the integrity of the Proposal process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH PROPOSAL RESPONSE)**

Name of Entity: _____

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three year period preceding this application/proposal had one or more public 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 proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

ETHICS STATEMENT (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH PROPOSAL RESPONSE)

The undersigned Firm, by signing and executing this proposal, 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 proposal; 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 proposal, 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 proposal 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 proposal; 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 proposal; 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 proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

THE RESPONDENT 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 NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF THIS PROPOSAL.

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

COMPANY: _____
AGENT NAME: _____
AGENT SIGNATURE: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP CODE: _____
TELEPHONE: _____ TELEFAX: _____
FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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 Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
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.)		
3 Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p style="text-align: center;">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="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="text-align: center;">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="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </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.		
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).		
7	_____ Signature of vendor doing business with the governmental entity	
		_____ Date

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

Special message: Please read the Special Notification regarding HB 1295 effective January 1, 2016, implemented by the Texas Ethics Commission, which requires business entities to provide a completed Form 1295 to Brownsville PUB with signed contracts in order to execute them.

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

To implement the law, the Texas Ethics Commission (TEC) adopted new rules necessary to prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form, Form 1295, on October 5, 2015. The commission also adopted new rules as part of Chapter 46 of the Texas Administrative Code on November 30, 2015.

On January 1, 2016, TEC made a new filing application available on their website for business entities to use to both create and file Form 1295. Business entities will enter the required information on Form 1295 within the application and print a copy of the completed form, which will include a certification of filing with a unique certification number. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be included with the signed contract to the governmental body or state agency in order for the governmental body to execute the contract.

Brownsville PUB will then notify the commission, using TEC's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

TEC will then post the business entity's completed Form 1295 to its website within seven (7) business days after receiving notice from Brownsville PUB acknowledging that it was received.

To obtain additional information on HB 1295, to learn more about TEC's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

NOTE: IF AWARDED THIS CONTRACT, FORM 1295 WILL BE SUBMITTED AT THE TIME
THE SIGNED CONTRACT IS SUBMITTED TO BPUB. YES NO

Organization Name
State Law Verifications

I, _____ (Person’s name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as the “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:

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board (“BPUB”) Request for Qualifications P045-25 (the “RFQ”), the responding Company 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 Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company 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 to the BPUB RFQ, the responding Company 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 Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company, (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 to the BPUB RFQ, the responding Company 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 Company 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 to the BPUB RFQ, the responding Company 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 Company hereby verifies that the responding Company, 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.

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

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
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
(Company or Business name) _____
_____ (hereafter referred to as company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned
notary, do hereby depose and verify under oath that the company named- above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract providing that:
 - (1) "company" does not include a sole proprietorship; and
 - (2) the law applies only to a contract that:
 - (a) is between a governmental entity and a company with 10 or more full-time employees; and
 - (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds or the governmental entity

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the vendor prior to entering into a contractual agreement with the OWNER. The JSA form will be valid for a period of 1 month after which an updated JSA form is to be completed, executed and submitted by the vendor. The completed JSA form must be included along with other Contract Documents included herein. Assistance in completing this form is available from Adolfo Vasquez, BPUB Safety Department, at (956) 983-6254.



BROWNSVILLE
PUBLIC UTILITIES BOARD
Contractor JSA Form



JOB SAFETY ANALYSIS FORM

PROJECT NAME: [REDACTED]		DATE: [REDACTED]
PROJECT CONTRACTOR: [REDACTED]	POINT OF CONTACT & TEL #: [REDACTED]	ANALYSIS BY: [REDACTED]
BPUB DEPARTMENT: [REDACTED]	SECTION: [REDACTED]	REVIEWED BY: [REDACTED]
REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT: [REDACTED]		APPROVED BY: [REDACTED]
SEQUENCE OF BASIC JOB STEPS <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, nor more than 10 steps/task being evaluated.</i>	POTENTIAL ACCIDENTS OR HAZARDS <i>HAZARD CLASSIFICATION CATEGORIES: Struck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	RECOMMENDED SAFE JOB PROCEDURE <i>HAZARD CONTROL CATEGORIES: Engineer Out (New Way to Do, Change Physical Conditions or Work Procedures, Adjust/Modify/Replace Work Station Components/Tools, Decrease Performance Frequency), Personal Protective Equipment (PPE), Training, Improve Housekeeping.</i>
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

• █	• █	• █
• █	• █	• █
• █	• █	• █

JOB SAFETY ANALYSIS WORKSHEET

Comments:

█

Contractor Representative & Title	Signature	Date
█		█
█		█
█		█

**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <hr/> <p>2 Business name/disregarded entity name, if different from above.</p> <hr/> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p> <hr/> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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 *How to get a TIN*, later.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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.

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

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