



**BROWNSVILLE PUBLIC UTILITIES BOARD**

**Q024-20**

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**FOR**

**SCADA COMMUNICATION ENHANCEMENTS**

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B R O W N S V I L L E  
**PUBLIC UTILITIES BOARD**

**LEGAL NOTICE**  
**AND**  
**REQUEST FOR QUALIFICATION STATEMENTS**  
**Q024-20**

The Brownsville Public Utilities Board (“BPUB”) will accept sealed Statements of Qualifications (SOQ) for SCADA COMMUNICATION ENHANCEMENTS **until 5:00 PM, February 26, 2020** in the Brownsville PUB Purchasing Office, 1495 Robinhood Drive, Brownsville, Texas. **Qualification statements received after this time will not be considered.**

Qualification Statements will be acknowledged on **February 27, 2020 at 9:00 AM**. All persons are invited to attend the acknowledgement at the Brownsville Public Utilities Board, Purchasing Office.

Detailed specifications may be obtained at Brownsville Public Utilities Board Purchasing Office, 1495 Robinhood Drive, Brownsville, Texas, or at the following website: [http://www.brownsville-pub.com/rfp\\_status/open/](http://www.brownsville-pub.com/rfp_status/open/)

Please mark on the **outside of the envelope and on any carrier’s envelope**: “**Q024-20 Request for Qualifications for SCADA COMMUNICATION ENHANCEMENTS, February 26, 2020, 5:00 PM**”, and send to the attention of Diane Solitaire, Purchasing Department, 1495 Robinhood Drive, Brownsville, Texas 78521.

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

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

*Diane Solitaire*  
Purchasing Manager  
Brownsville Public Utilities Board  
(956) 983-6366 - Phone  
(956) 983-6367 – Fax

Please submit this page upon receipt  
ACKNOWLEDGEMENT FORM  
Q024-20

Request for Qualifications for SCADA COMMUNICATION ENHANCEMENTS

For any clarifications, please contact Nicole Espinoza at Brownsville PUB Purchasing Department at (956) 983-6353 or e-mail: [nespinoza@brownsville-pub.com](mailto:nespinoza@brownsville-pub.com)

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

Check one:

**Yes, I will be able to send a RFQ obtained RFQ package from website.**

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

Email: \_\_\_\_\_

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

Carrier: \_\_\_\_\_

Account: \_\_\_\_\_

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

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

If you are unable to send your RFQ, kindly indicate your reason above and return this form **via fax to: (956) 983-6367 or email to [nespinoza@brownsville-pub.com](mailto:nespinoza@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 FAX THIS PAGE TO NUMBER LISTED ABOVE

## SECTION 1 INTRODUCTION

### 1.1 Brownsville Public Utilities Board (BPUB) Introduction

The BPUB is a combined public utility agency established in 1960 by the City of Brownsville, Texas, under Article VI of the City Charter. The BPUB is organized for the purpose of aiding and acting on behalf of the City to manage and control the City's municipally owned electric, water and wastewater. The BPUB is located on the U.S.-Mexico border abutting the Gulf of Mexico. BPUB is governed by the Board of Directors, which has control and management supervision of all affairs of the agency. The BPUB Board is comprised of seven members, six of whom are appointed by the City Commission for four-year terms, and the seventh member being the City's Mayor serving ex-officio. The Board appoints a General Manager and Chief Executive Officer who is responsible for the management of all BPUB employees and for administering all affairs of the BPUB. The Board holds a regular meeting once a month, usually on the second Monday, and occasionally holds special meetings and workshops.

The BPUB employs approximately 600 employees. The BPUB executive management team includes a General Manager & CEO, an Assistant General Manager & COO, and a Chief Financial Officer that are responsible for the day to day operations of the utility.

The electric system was established in 1904 to provide street lighting and electric service to the area. It provides retail electric service through its electric facilities to consumers inside and outside the city limits. The existing customer service area of the electric facilities encompasses approximately 133 square miles of Cameron County. The electric system serves a growing base of about 65,525 billed accounts for the entire system and serves a peak load of 284 MW.

The BPUB has a diverse electric system that includes three power generation plants, 14 substations, and more than 730 miles of distribution power. The electrical capacity of the system is 378 MWs with a diverse blend of natural gas, coal, and wind energy.

BPUB is proud to provide reliable electric service with local support. BPUB recently received a highest possible recognition, '**Diamond**' RP<sub>3</sub><sup>®</sup> level designation, from the American Public Power Association. The '**Diamond**' RP<sub>3</sub><sup>®</sup> designation recognizes public power utilities that demonstrate proficiency in four key disciplines: reliability, safety, workforce development, and system improvement.

BPUB's water system is also diverse by drawing upon waters from the Rio Grande River using conventional surface water treatment and from a local brackish ground water aquifer using reverse osmosis. The two surface water plants provide 40 million gallons per day (MGD) of total capacity. In addition, BPUB owns 92.91% of the Southmost Regional Water Authority's (SRWA) brackish groundwater treatment facility producing up to 10 MGD of reverse osmosis desalinated water.

BPUB's wastewater system includes two treatment facilities with a total treatment capacity of 27.3 MGD. The South Plant serves the southern portions of Brownsville while the Robindale Plant serves the northern portion of the city.

This request for RFP's is a means for prospective respondents to submit their Proposals to the BPUB for the services described in this document. The RFQ and all associated documents and addenda are available in electronic format and will be posted on the BPUB website.

## **SECTION 2 BACKGROUND**

### **2.1 Existing SCADA infrastructure**

The existing Water Wastewater SCADA/Electric SCADA System consists of the following:

1. Electric SCADA WAN – Our (2) Energy Control Centers and 14 Substations are connected via fiber through a secure network.
2. Water Wastewater SCADA WAN – Our 3 water plants and 2 wastewater plants are connected via fiber through a secure network.
3. SCADA Yard – 160 ft. Guy Wire Antenna
  - a. MDS iNET 900 MHz Dual Omni Antenna mounted at the top.
    - i. Antenna A – Provide communication to our Water Wastewater SCADA System Remote Terminal Units (RTUs) that include: Wastewater Collection Lift Stations, Water Distribution Pressure Points, Raw Water Pump Stations, and Elevated Storage Tanks.
    - ii. Antenna B – currently without use.
  - b. 5 GHz Cluster of (6) Ubiquity Access Points (60-degree sectors) mounted at 100 feet
    - i. Provide communication to our Water Wastewater SCADA System RTUs that include: Wastewater Collection Lift Stations, and Water Distribution Pressure Points.
    - ii. Provide communication for our Advanced Distribution Management System (ADMS) for our electric utilities.
4. Midtown Substation – 100 ft. Pole Antenna
  - a. Provide communication to our Water Wastewater SCADA System RTUs that include: Wastewater Collection Lift Stations, and Water Distribution Pressure Points.
  - b. Provide communication for our Advanced Distribution Management System (ADMS) for our electric utilities.
5. Southmost Regional Water Authority (SRWA) 100 ft. Pole Antenna
  - a. MDS iNET 900 MHz Dual Omni Antenna mounted at the top.
    - i. Provide communication to our Water Wastewater SCADA System RTUs that include: Wastewater Collection Lift Stations, and Water Distribution Pressure Points, SRWA remote valve stations, and Elevated Storage Tanks.
  - b. 24 GHz Ubiquity Backhaul radio mounted at 80 ft.
    - i. Connects to another 24 GHz Ubiquity Backhaul radio in the SRWA Wells Generator 2 site. The backhaul at this site is mounted in an 80 ft. pole antenna.

- ii. A second 24 GHz Ubiquity Backhaul radio in this SRWA Wells Generator 2 site is setup at the same height and pointed to the SRWA Wells Generator 1 site. The backhaul radio at the SRWA Wells Generator 1 is mounted in an 80 ft. pole antenna.
  - iii. At the Generator Site 1, there is a Ubiquity 5 Ghz cluster of 3 antennas with 120-degree sectors, mounted below the backhaul radio, for communications with 20 raw water well sites within 2 miles of proximity.
- 6. There several more point to point radios in several locations.
- 7. Total number of telemetry locations:
  - a. Pressure Points 16
  - b. Lift Stations 16
  - c. Raw Water 22
  - d. Elevated Storage Tanks 3
  - e. ADMS 4
  - f. Antennas 5
  - g. Electrical Substations (fiber) 14

**2.2 Contributing factors**

- 1. The SCADA Yard 160 ft. Guy Wire Antenna is in need of being replaced due to corrosion.
- 2. New Lift Station RTUs (18) will need to be added in the near future.
- 3. Up to 150 more lift stations are pending integration into the WWW SCADA System.
- 4. Communication improvements are required in several Pressure Points due to the demolishing of an Elevated Storage Tank that used to be used as an access point for that area.
- 5. Approximately (50) new ADMS RTUs will be added in the near future.
- 6. A radio path from each substation to both the Main and Backup Energy Control Centers is being considered as an alternate communication route.

**SECTION 3  
SCOPE OF WORK**

**3.1 Overview**

This project will develop a design to enhance and improve Brownsville PUB SCADA Communications system. This will include enhancements and improvements to the existing SCADA WAN, and the SCADA telemetry system. The SCADA WAN will be improved by providing an alternate radio path from each substation to both the Main and Backup Energy Control Centers. The SCADA Telemetry system will be improved by providing an engineered radio path study and the corresponding design for all existing needs and all future needs as described in this document. The redesigned system will support communications to approximately 1,000 remote sites including the existing needs and future expansion. Critical to the success of this design will be cybersecurity, reliability, and data throughput. The goal is to be able to securely connect online with all remote PLCs for troubleshooting purposes, and to have historical data no more than 15 seconds old.

**3.2 Communication System Recommendations**

The successful proponent will provide an analysis and recommendations of communication alternatives to support the requirements of the enhanced system.

Communication system architectures and technologies for both the SCADA WAN and SCADA Telemetry improvements will be reviewed.

Design a secure and encrypted network for the Electric SCADA system to serve as a secondary/redundant network connecting two data centers and sixteen other facilities throughout the city. The new network must comply with North American Electric Reliability Corporation (NERC) compliance rules and regulations. As part of this implementation, compliance documentation must be drafted showing compliance with NERC rules and regulations for the transmission of SCADA data thru this network.

The SCADA WAN analysis will include the following technologies: licensed microwave, 2.4/5.8 GHz Spread spectrum, and 24 GHz backhaul.

The SCADA Telemetry communications consist of a combination of 900 MHz and 5 Ghz spread spectrum technologies. It is the objective to move away from the 900 MHz to higher frequency and broader bandwidth that will allow for faster data throughput, and direction real time connection to remote equipment.

Recognizing the desire to employ a single system for both the existing and expansion RTUs, the consultant shall be required to review all applicable process communication technologies and recommend a process communication strategy and plan. The plan should take into issues such as cybersecurity, reliability (even in adverse weather), data age, requirements of various systems/users, and possible future technology (i.e. video transmission, Advance Metering Infrastructure – AMI).

The consultant should take into consideration, to the degree possible, the existing communication infrastructure including Elevated Storage Tanks (fiber available at each tank), and 80 Ft. SCADA telemetry poles (located throughout the city) that had been previously been used for an AMI pilot project.

The consultant will review the recommendations with Brownsville PUB staff in a workshop type presentation, and discuss the strengths and weaknesses of each approach including capital and recurring costs over a 10 to 15-year life cycle.

The consultant will provide an RFP for implementation of the system.

### **3.3 Path Analysis**

The enhancements to both the SCADA WAN and Telemetry systems will be evaluated through an engineered software radio path survey. Physical path surveys will then be conducted to confirm the wireless connections for any paths that have questionable software paths.



The radio path survey will be used to determine the communication equipment type, and field implementation needs (antenna heights and locations) required to achieve acceptable coverage to all sites. This will include the use of any repeater stations as required.

### 3.4 Deliverables

The consultant will provide the following deliverables.

1. A report with a pre-design and preliminary layout of the agreed upon option(s) for the SCADA WAN and Telemetry enhancements. The report shall include specifications of the selected technology, as well as recommendations on the operations and maintenance.

#### **Major activities for this report will include:**

- Develop design concepts for SCADA WAN and Telemetry System including:
    - a. Software Path Analysis for WAN and Telemetry Sites
    - b. Master and Repeater locations and installation details.
    - c. Network interface details
    - d. Radio Hardware recommendations
    - e. Number and locations of existing RTU Sites
    - f. Utilization of existing networks
    - g. Installation requirements
    - h. Testing requirements
  - Develop functional requirements including:
    - a. Data throughput requirements to support all components of the communication systems.
    - b. Requirements to support future expansion of the communication system.
    - c. Cybersecurity requirements
    - d. Reliability Requirements
    - e. Design life of the communication system
    - f. System support and maintenance
2. Workshop Meeting to discuss the report and decide on a strategy for implementation.
  3. An RFP for the replacement of the SCADA Yard antenna as per the agreed upon design. The antenna is in need of immediate replacement and will take priority over all other phases of this project.
  4. An RFP to be implemented in phases, for the implementation of the rest of enhancements and improvements to the existing SCADA WAN, and the SCADA telemetry system.
  5. Compliance documentation must be drafted showing compliance with NERC rules and regulations for the transmission of SCADA data thru this network

**SECTION 4  
NOTICE TO RESPONDENTS**

**4.1 General**

The Brownsville Public Utilities Board (“BPUB”) of the City of Brownsville, Texas is forwarding a Request for Qualifications (“RFQ”) for the selection of one engineering firm to provide an engineered Radio Propagation Path Study for our existing and future SCADA needs. This RFQ is to be used as a guide by consultants when preparing their Statements of Qualifications (“SOQ’s”).

**RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

**4.2 Submittal Deadline**

The BPUB will accept Qualifications **until 5:00 PM., Wednesday, February 26, 2020**

**4.3 BPUB Contacts**

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

Nicole Espinoza  
Purchasing Department  
Brownsville Public Utilities Board  
1495 Robinhood Drive  
Brownsville, TX 78521  
(956) 983-6353  
[nespinoza@brownsville-pub.com](mailto:nespinoza@brownsville-pub.com)

**Unauthorized Communications:**

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

**4.4 Type of Contract**

After a respondent is selected by BPUB and an award of contract is made, the successful respondent will be required to enter into a contract in the form of the BPUB's standard professional agreement, a sample copy of which is attached herein.

#### **4.5 Inquiries and Interpretations**

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

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

#### **4.6 Public Information**

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

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

#### **4.7 Objective**

The objective of this RFQ is to select one (1) professional engineering firm to provide an engineered Radio Propagation Path Study for our existing and future SCADA needs, as described in Section 3.

Firm selected as a result of this RFQ will be asked to provide and negotiate a scope and fee proposal for the project.

#### **4.8 Criteria for Qualification**

The Respondent selected will be the offeror that submits the proposal that offers the best value for the BPUB based on the criteria and ranking outlined herein. Consideration may

also be given to any additional information and comments at each selection phase if they should increase the benefits to the BPUB.

#### **4.9 Respondent's Acceptance of Evaluation Methodology**

Submission of Proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the BPUB during the determination of qualification.

#### **4.10 Commitment**

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the BPUB and that the BPUB has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

#### **4.11 Eligible Respondents**

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

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

## **SECTION 5 SOQ REQUIREMENTS**

### **5.1 GENERAL INSTRUCTIONS**

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Submittals and any other information submitted by Respondents in response to this RFQ shall become the property of BPUB.
- C. The BPUB will not provide compensation to Respondents for any expenses incurred by the Respondents for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit SOQs and other submittal information in response to this RFQ at their own risk and expense.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not

called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the BPUB, at its option. **OWNER RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED "AN IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.**

- E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your Firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the BPUB's needs.
- F. The BPUB makes no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or contract when deemed to be in the BPUB's best interest. Representations made within the SOQs submittal will be binding on responding Firms. The BPUB will not be bound to act by any previous communication or submittal submitted by the Firms other than this RFQ.
- G. Firms wishing to submit a "No-Response" are requested to return the Acknowledgement Form. The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- H. Failure to comply with the requirements contained in this RFQ may result in a finding that the respondent is not qualified and is ineligible to submit a proposal or subsequent contract.
- I. Only individual Firms or formal joint ventures may apply. Two Firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. This does not prohibit a Firm from having sub-consultants.
- J. When ten related projects are requested, do not list more than ten. When up to three project examples are requested, do not list more than three.

## **5.2 PREPARATION AND SUBMITTAL INSTRUCTIONS**

- A. Respondents must complete, sign and return the attached Acknowledgement Form as part of their SOQ submittal response. Submittals must be signed by Respondent's company official(s) authorized to commit such submittals. **FAILURE TO SIGN AND RETURN THESE FORMS WILL SUBJECT YOUR SUBMITTAL TO DISQUALIFICATION.**
- B. Responses to this RFQ should consist of the requested descriptions in Section 4. It is not necessary to repeat the topic in your response; however, it is essential that you reference the subsection request number with your response corresponding

accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

C. Page Size, Binders and Dividers

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

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

D. Table of Contents

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

E. Pagination

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

F. Number of Copies

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

G. Submission

- (1.) Three (3) identical copies and one (1) electronic version (PDF format on either USB stick or CD/DVD) of the submittal, including any supplemental printed material referenced with the RFQ, must be submitted and received

in the BPUB Purchasing Department on or before the time and date specified, pursuant to the Submittal Deadline (reference Subsection 4.2) and delivered to:

Attn: Diane Solitaire  
Brownsville Public Utilities Board  
Purchasing Department  
1495 Robinhood Drive  
Brownsville, TX 78521

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

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

## **SECTION 6 STATEMENT OF QUALIFICATIONS RESPONSE FORMAT**

- **SECTION 1.** Describe the services and capabilities of your Firm as related to this project. The description should include the Firm’s experience and abilities to provide similar type of studies and testing necessary to complete the project descriptions addressed in Section 3 – Scope of Work.  
*If the respondent has offices in multiple states, please provide information requested based on Texas offices only.*

- **SECTION 2.** Provide a description of the Firm’s quality assurance/quality control program. Add additional pertinent information that demonstrates the Firm’s ability to provide services that meet customer and regulatory requirements.
- **SECTION 3.** Provide a description of the Firm’s management qualifications. The effect of the Firm’s current workload on its ability to perform this project on time and within budget should also be listed. Provide brief, but detailed descriptions of three similar projects that your firm has worked on. Each project description should include the size of the project involved, the objectives of the project, the actual timeline for completion of the project, and a reference from each project.
- **SECTION 4.** Include the resumes of key individuals who will be assigned to this project along with a statement of their roles in this project. Detail their capabilities and accomplishments in the areas of relevance to this scope of work.

Any questions concerning this project shall be directed to Nicole Espinoza, (956) 983-6353; email: [nespinoza@brownsville-pub.com](mailto:nespinoza@brownsville-pub.com). The BPUB will provide additional information concerning this project as requested by the interested consultants through addendum.

All SOQ’s must be received by the BPUB Purchasing Department by **5:00 PM, February 26, 2020**, SOQ’s received after that time will not be considered. Three (3) copies of the SOQ’s must be submitted. Please submit SOQ in a sealed envelope marked **“Q024-20 BPUB Qualifications for SCADA COMMUNICATION ENHANCEMENTS, February 26, 2020 5:00 PM”** to:

Diane Solitaire  
Purchasing Manager  
Brownsville Public Utilities Board  
1495 Robinhood Drive  
Brownsville, Texas 78521

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

## **SECTION 7 EVALUATION PROCESS**

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



- A. Proper submission of SOQ – Firms will be evaluated on the format and content of their SOQs as requested by the BPUB in this RFQ. **Max. 10 points.**
- B. Experience and Capability on Similar Projects – Firms will be evaluated with respect to their experience and their personnel assigned to the project both in terms of past efforts in this type of work and the quality and level of commitment to this project. Of prime concern will be the capabilities and accomplishments of key individuals to be assigned to this project. **Max. 40 points.**
- C. Management Qualifications – Firms will be evaluated in terms of the Firm’s quality control/quality assurance program as it applies to the Firm’s ability to provide services that meet project specifications, and regulatory requirements. **Max. 20 points.**
- D. Current Workload – The effect of the Firm’s current workload on its ability to perform project work on time and within budget will also be evaluated. **Max. 10 points.**
- E. Understanding of Project Requirements – Firms will be evaluated as to their understanding of the services required by this solicitation as demonstrated in their SOQs. **Max. 20 points.**

## SECTION 8 SELECTION PROCESS

A committee made up of members of the BPUB Staff will review, score and rank all the SOQ submittals received based on the criteria specified in Section 7 and develop a shortlist of up to three (3) responsive companies. In the event of a tie for 3<sup>rd</sup>, place, the Firm with the highest score under the “Experience and Capacity on Similar Projects” will prevail. If there is still a tie, “Understanding of Project Requirements” will prevail.

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

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

**8.1 KEY EVENTS SCHEDULE:**

<b>RFQ SCHEDULE</b>	<b>DATES/TIME (CST)</b>
Advertise RFQ	February 9th & 16 <sup>th</sup> , 2020
Release RFQ	February 10th, 2020
Deadline to submit questions or requests for—clarifications regarding the RFQ to <a href="mailto:nespinoza@brownsville-pub.com">nespinoza@brownsville-pub.com</a>	February 14, 2020 by 5:00 PM
Answers to questions posted and/or emailed	February 20, 2020 by 5:00 PM
<b>RFQ SUBMITTAL DEADLINE</b>	<b>5:00 PM – February 26, 2020</b>
Acknowledge Submittals	9:00 AM – February 27, 2020
Evaluate RFQ responses and develop short list	February 27, 2020 through March 12, 2020
BPUB Board Interviews and/or Selection	April 13, 2020

**8.2 ELIGIBLE RESPONDENTS**

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

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

**SECTION 9  
AGREEMENT**

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

**SECTION 10  
MINIMUM INSURANCE**

The selected firm shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance along with copies of policy declaration pages and

policy endorsements as evidence thereof. Additional insurance may be required by BPUB based on the type, scope or size of the project awarded.

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

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

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

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

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

Excess Umbrella Liability:  
\$1,000,000.00

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

**SECTION 11  
REQUIRED FORMS CHECKLIST**

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

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

**ETHICS STATEMENT (COMPLETE AND RETURN WITH 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 they have 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 they have 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 they have 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 they have 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 FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR 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 RFQ SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED RFQ MAY ALLOW THE OWNER TO REJECT AN RFQ AS NON-RESPONSIVE.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (PLEASE COMPLETE AND RETURN WITH 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.

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____ Date</p>		

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



**BROWNSVILLE PUBLIC UTILITIES BOARD**  
**RESIDENCE CERTIFICATION**

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(City and State)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_







**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](http://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 U.S. (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**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> 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"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust
<input type="checkbox"/> Estate	<input type="checkbox"/> Government	
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation
<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.
---	---

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

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

**7** Mailing address (if different from above)

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

<b>8</b> U.S. taxpayer identification number (TIN), if required	<b>9a</b> GIIN	<b>b</b> Foreign TIN
---	----------------	----------------------

**10** Reference number(s) (see instructions)

**Note:** Please complete remainder of the form including signing the form in Part XXX.  
**For Paperwork Reduction Act Notice, see separate instructions.** Cat. No. 59689N **Form W-8BEN-E** (Rev. 7-2017)

**SECTION 12  
SAMPLE AGREEMENT**

**Attachment – Sample Agreement**

STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON   §

PROFESSIONAL ENGINEERING SERVICES CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD (“BPUB”), acting by its duly authorized General Manager and CEO, and \_\_\_\_\_, a \_\_\_\_\_ doing business in \_\_\_\_\_ (“Engineer”), acting herein by its duly authorized \_\_\_\_\_.

WHEREAS, the BPUB desires to engage Engineer to render certain technical and professional services necessary to complete the Project described as: \_\_\_\_\_  
\_\_\_\_\_.

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

1.    Scope of Services

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

2.    Compensation

BPUB will pay Engineer for the technical and professional services described in Exhibit "A" in accordance with the performance schedule as outlined Exhibit "C," and for an initial total amount of compensation which shall not exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) for work relating to the above described Project, as financially outlined in Exhibit “B.”

3.    Method of Payment

- A. Compensation under all invoices shall be in accordance with, and at the hourly rates described in Exhibit "B." BPUB shall pay Engineer its fees based on the presentation by Engineer to BPUB of a monthly statement for all current amounts earned under the Contract, together with all necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses. BPUB will then attempt to pay Engineer its fees within ten (10) calendar days after the approval, but in no event later than thirty (30) calendar days after presentation of an accurate monthly statement by Engineer to BPUB. BPUB shall have sole discretion in the final approval or disapproval of any compensation to Engineer.
- B. Engineer shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any technical and professional services included within the Scope of Services described in Exhibit "A." All such records shall be kept in the offices of Engineer for a period of not less than five (5) years and shall be made available to BPUB for inspection, audit or copying upon reasonable request.

4. Engineer's Standard of Care

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

5. Ownership of Documents

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

6. Insurance

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

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

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

Commercial General Liability:

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

Comprehensive Business Automobile Liability for all vehicles:

Bodily injury and property damage -  
\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:

\$1,000,000.00

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

**7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE AND BPUB AND THEIR RESPECTIVE COMMISSIONERS, BOARD MEMBERS, OFFICERS, SERVANTS AND EMPLOYEES FROM ALL**



**SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.**

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

8. Addresses for Notices and Communications

BPUB  
Public Utilities Board of the City of Brownsville  
1425 Robinhood Drive  
P.O. Box 3270  
Brownsville, Texas 78520-3270  
Attn: \_\_\_\_\_

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

Engineer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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

9. Successors and Assignments

The BPUB and Engineer 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. Except as noted in the first part of this Paragraph, neither the BPUB nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party hereto.

10. Termination of Contract for Cause

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

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

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

11. Termination for Convenience of the Parties

Engineer and the BPUB may terminate this Contract for their convenience at any time by giving at least thirty (30) calendar day notice in writing to each other. If the Contract is terminated by the BPUB and/or Engineer as provided herein, Engineer will be paid for the time provided and expenses incurred up to the termination date, if such final compensation is approved by the BPUB, in its sole discretion. All finished and unfinished documents,

data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the BPUB, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the BPUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

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

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

12. Changes

The BPUB may, from time to time, request changes in the Scope of the Services of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, or time for performance, which are mutually agreed upon by and between the BPUB and Engineer, shall be incorporated in written amendments to this Contract. Any such work orders or change orders shall be executed by the General Manager and CEO of the BPUB, or other authorized representative as designated by the General Manager and CEO or BPUB Board.

13. Reports and Information

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

14. Civil Rights

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

15. Incorporation of Provisions Required by Law

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

16. Entire Agreement

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

17. Waiver

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

18. Severability

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

19. Survival

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

20. Force Majeure

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

21. Governing Law

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

22. Time for Performance

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

23. Attorney's Fees

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

24. Cumulative Mutual Remedies

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

25. State or Federal Laws

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

26. No Third-Party Beneficiary

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

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, or binding arbitration, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the

mediator's fees equally, but each party shall bear their own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless another location is mutually agreed upon. If the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas, for administration.

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FIRM

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF CAMERON   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ on behalf of said  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
Name: John S. Bruciak, P. E.  
Title: General Manager and CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by JOHN S. BRUCIAK, P. E., General Manager and CEO of the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD.

\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT “A”**  
**SCOPE OF SERVICES FOR THE**  
**PROJECT**

**EXHIBIT “B”**

**COMPENSATION FOR ENGINEERING SERVICES  
ON THE PROJECT**

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

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

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

The Project is divided into multiple tasks and phases as indicated in Exhibit “A.”

**ATTACHMENT 1**

**BILLING RATES BY EMPLOYEE CLASSIFICATIONS**

Attachment 1 to Exhibit "B"

Classification

Hourly Rate

**KEY PERSONNEL:**

Engineer proposes to perform the services described above through the \_\_\_\_\_ Office of \_\_\_\_\_, \_\_\_\_\_, Project Manager, will establish Project requirements, determine \_\_\_\_\_ policy matters, ensure satisfactory completion of the work, and be directly responsible for the Project. The Project Manager shall not be removed from the Project assignment without the written approval of the BPUB.

Additional Key Personnel listed below shall not be removed from the Project assignment without the written approval of the BPUB:

**ATTACHMENT 2**  
**ENGINEERING FEE SUMMARY**

**Attachment 2 to Exhibit “B”**

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

Labor and Indirect Charges

Direct Expenses (at cost)

Total Estimated Costs

**ATTACHMENT 3**  
**DEVELOPMENT OF ENGINEERING FEES**  
**BY PROJECT PHASE**

**Attachment 3 to Exhibit “B”**

**EXHIBIT “C”**

**PROPOSED SCHEDULE FOR ENGINEERING  
SERVICES ON THE \_\_\_\_\_ PROJECT**

**Engineer understands that the Project Scope of Services outlined herein should be completed within \_\_\_\_\_ (\_\_\_\_) calendar days. Engineer proposes to initiate the Project by \_\_\_\_\_, 20\_\_\_\_, subject to BPUB’s written authorization to proceed. It is understood that Engineer’s ability to complete the tasks within the established time frame is dependent, in large part, on the receipt of any existing, available, and necessary data from BPUB at the beginning of the Project, and BPUB’s timely response with review comments and input.**