



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 14, 2016

Ricardo Renteria, Outside Sales
HD Supply Waterworks
100 North 1st Street
McAllen, Texas 78501
P (956) 631-3341 F (956) 687-5918

via email: Ricardo.renteria@hdsupply.com

Re: HB Form 1295 Required/Renewal/Extension Notice
C-15-013-04-28 – "PIPES & MISCELLANEOUS ITEMS"- HIDALGO COUNTY

Dear Mr. Renteria:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with HD Supply Waterworks, Ltd. for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

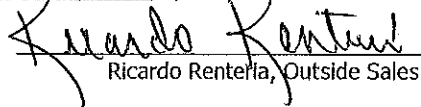
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **CONTRACT No. C-15-013-04-28**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

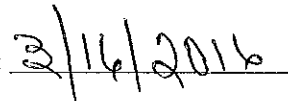
In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on April 5, 2016**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us **by no later than Friday, March 18, 2016**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: rocio.villarreal@co.hidalgo.tx.us by no later than date reflected above.

By:


Ricardo Renteria, Outside Sales

Date:



Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/rv
Enclosures



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30305 Attn: HDsupply.certrequest@marsh.com or fax 212.948.1142 775978-HD-GAWX-15-16 WATER	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:			
INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Illinois National Insurance Company			23817
	INSURER B: New Hampshire Ins Company			23841
	INSURER C: N/A			N/A
	INSURER D: National Union Fire Insurance Co. of Pittsburgh, PA			19445
	INSURER E: INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** ATL-003954410-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL3333254	08/30/2015	08/30/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 50,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
D	AUTOMOBILE LIABILITY			CA 7469844 (AOS)	08/30/2015	08/30/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			CA 7469843 (MA)	08/30/2015	08/30/2016	BODILY INJURY (Per person)	\$
D	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 7469845 (VA)	08/30/2015	08/30/2016	BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Self Insured Phy Dmg	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 024781030 (AOS)	08/30/2015	08/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC 024781031 (CA)	08/30/2015	08/30/2016	E.L. EACH ACCIDENT	\$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 024781032 (FL)	08/30/2015	08/30/2016	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				(SEE ATTACHED)			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER HIDALGO COUNTY 2812 SOUTH HIGHWAY 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HD Supply 15-16 Additional Workers Compensation Carriers Continued:

Carrier: New Hampshire Insurance Company
Policy #: WC 024781033
Effective Dates: 08/30/2015 - 08/30/2016
Workers Compensation Limits: Statutory
EL Each Accident - \$1,000,000
EL Disease - Policy Limit - \$1,000,000
EL Disease - Each Employee - \$1,000,000
States Covered: AK, AZ, VA

Carrier: New Hampshire Insurance Company
Policy #: WC 024781034
Effective Dates: 08/30/2015 - 08/30/2016
Workers Compensation Limits: Statutory
EL Each Accident - \$1,000,000
EL Disease - Policy Limit - \$1,000,000
EL Disease - Each Employee - \$1,000,000
States Covered: IL, KY, NC, NH, UT, VT

Carrier: New Hampshire Insurance Company
Policy #: WC 024781036
Effective Dates: 08/30/2015 - 08/30/2016
Workers Compensation Limits: Statutory
EL Each Accident - \$1,000,000
EL Disease - Policy Limit - \$1,000,000
EL Disease - Each Employee - \$1,000,000
States Covered: ME

Carrier: New Hampshire Insurance Company
Policy #: WC 024781037
Effective Dates: 08/30/2015 - 08/30/2016
Workers Compensation Limits: Statutory
EL Each Accident - \$1,000,000
EL Disease - Policy Limit - \$1,000,000
EL Disease - Each Employee - \$1,000,000
States Covered: NJ, PA

Carrier: New Hampshire Insurance Company
Policy #: WC 024781035
Effective Dates: 08/30/2015 - 08/30/2016
Workers Compensation Limits: Statutory
EL Each Accident - \$1,000,000
EL Disease - Policy Limit - \$1,000,000
EL Disease - Each Employee - \$1,000,000
States Covered: MA,ND,OH,WA,WI,WY



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

HD SUPPLY INSUREDS

HD Supply, Inc. Entity List

- HD Supply Holdings, Inc. (f/k/a HDS Investment Holding, Inc.; name changed)
- HDS Holding Corporation
- HD Supply, Inc.
- HD Supply Holdings, LLC
- HD Supply GP & Management, Inc.
- HD Supply Management, Inc.
- HD Supply Support Services, Inc.
- Brafasco Holdings II, Inc.
- Brafasco Holdings, Inc.
- Cox Lumber Co. (merged into LBM Holdings, LLC)
- Creative Touch Interiors, Inc. d/b/a HD Supply Interior Solutions
- HD Supply Charitable Fund, Inc.
- HD Supply Construction Supply Group, Inc.
- HD Supply Construction Supply, Ltd. d/b/a HD Supply Construction and Industrial
- HD Supply Distribution Services, LLC d/b/a HD Supply Hardware Solutions
- HD Supply Facilities Maintenance Group, Inc.
- HD Supply Facilities Maintenance, Ltd. d/b/a HD Supply Facilities Maintenance; d/b/a HD Supply Government Solutions; d/b/a HD Supply Healthcare Solutions; d/b/a HD Supply Hospitality Solutions; d/b/a HD Supply Maintenance Solutions; d/b/a HD Supply Multi Family Solutions
- HD Supply FM Services, LLC (organized)
- HD Supply Electrical, Ltd. (converted and merged into HD Supply Utilities, Ltd.)
- HD Supply Repair & Remodel, LLC d/b/a HD Supply Home Improvement Solutions; d/b/a Contractors' Warehouse
- HD Supply Waterworks Group, Inc.
- HD Supply Waterworks, Ltd. d/b/a HD Supply Waterworks; d/b/a HD Supply Fire Protection; d/b/a HD Supply Fusible Piping
- HD Builder Solutions Group, LLC (merged into Creative Touch Interiors, Inc.)
- HDS IP Holding, LLC
- HSI IP, Inc.
- LBM Holdings, LLC
- Madison Corner, LLC (dissolved)
- NHDSA LLC
- NHDSA Holding, LLC
- Park Emp, LLC (dissolved)
- ProValue, LLC
- Sunbelt Supply Canada, Inc. (dissolved)
- White Cap Construction Supply, Inc.
- Williams Bros. Lumber Company, LLC (dissolved)
- HD Supply International Holdings, Inc.
- HD Supply International Holdings II, LLC
- HD Supply (Hong Kong) Limited
- HD Supply India Private Limited (dissolved)
- HD Supply Panama, S.A.
- HD Supply (Shenzhen) Company Limited
- Solbelt Supply Southwest, S.A. de C.V.
- Amerifile LLC (merged into HD Supply Facilities Maintenance, Ltd.)

AGENCY CUSTOMER ID: 775978

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AP RE LLC (merged into HD Supply Facilities Maintenance, Ltd)
GCP Amerille Coinvest Inc. (merged into HD Supply Holdings, LLC)
Peachtree Business Products LLC (merged into HD Supply Facilities Maintenance, Ltd)
Varsity AP Holding Corporation (merged into HD Supply Holdings, LLC)
Varsity AP Holdings LLC (merged into HD Supply Facilities Maintenance, Ltd.)
HDS Canada Inc.

TABULATION SHEET
"PIPES & Miscellaneous Items" - Hidalgo County
RFB NO. 2015-013-02-11-MEG

HD SUPPLY WATERWORKS
CATEGORY (A) - PIPES

AWWA C900 PVC PLASTIC PRESSURE PIPE NIGP CODE 658-56 PLASTIC PIPES OR658-60 PVC PIPES			
Vendor	HD SUPPLY WATERWORKS		
DESCRIPTION	DR 14	DR 18	DR 25
4" LF	3.13	2.44	1.79
6" LF	6.13	4.89	3.56
8" LF	10.53	8.44	6.09
10" LF	16.02	12.69	9.22
12" LF	22.64	17.91	13.03

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE NIGP CODE 210- 35 SEWER PIPE JOINT SEALING COMPOUND		
Vendor	HD SUPPLY WATERWORKS	
DESCRIPTION	SDR 26	SDR 35
4"	1.36	1.01
6"	2.92	2.29
8"	5.27	3.94
10"	8.24	6.19
12"	11.77	8.90
15"	17.82	13.24

TABULATION SHEET
"PIPES & Miscellaneous Items" - Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (D) – MISCELLANEOUS

Vendor	HD SUPPLY WATERWORKS
WATER VALVE	
2" ea	389.12
4" ea	637.00
6" ea	780.00
8" ea	989.00
10" ea	1250.00
90 DEGREE ELBOW	
2" ea	1.67
4" ea	75.00
6" ea	140.00
8" ea	150.00
10" ea	210.00
45 DEGREE ELBOW	
2" ea	1.90
4" ea	85.00
6"ea	155.70
8" ea	168.80
10" ea	240.00
FIRE HYDRANT W/VALVE	
3000.00	
PVC SCHEDULE 40 WATER LINE DR 18	
2" lf	1.59
8"lf	12.00
WATER SADDLE W/2' CORPORATE VALVE	
8" x 2" ea	550.00

REQUIREMENTS AGREEMENT

C-15-013-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between HD Supply Waterworks, Ltd. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Pipes & Miscellaneous items,**" (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller: HD Supply Waterworks, Ltd.
Attn: Richard Renteria, Outside Sales
100 N. 1st Street
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States

States mail.

- f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.
- g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- i. **Assignment.** This Agreement shall not be assignable.
- j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- m. **Insurance.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.
- n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
- o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of

being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: [Signature]
Stephen L. Crain

COUNTY OF HIDALGO

By: [Signature]
Ramon Garcia, County Judge

ATTEST:

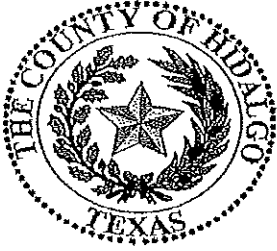
[Signature]
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 7-28-15 RW

HD SUPPLY WATERWORKS, LTD.

By: [Signature]
Printed Name: RICHARD KENTON
Title: OUTSIDE SALES

EXHIBIT "A"
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 26, 2015

HD SUPPLY WATERWORKS
Participant's name
100 N. 1ST STREET
Address
MCALLEN
City
TEXAS 78501
State, Zip Code

Re: HIDALGO COUNTY
"PIPES and Miscellaneous Items"
RFB No: 2015-013-02-11-MEG

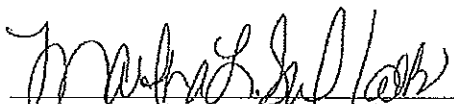
Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,



Martha L. Salazar, CPPB, Purchasing Agent

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

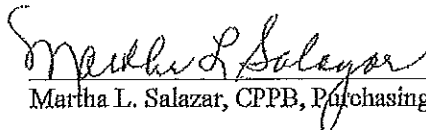
TABLE OF CONTENTS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	16
4.	Exhibit B, Bid Page	9
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

January 26, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
“PIPES and Miscellaneous Items”

RFB No.: 2015-013-02-11-MEG

Bid No. 2015-013-02-11-MEG

Buyer: Elena Gomez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY **Hidalgo County--“PIPES & Miscellaneous Items”**

BID OPENING DATE:
February 11, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2015-013-02-11-MEG

1. Sealed bids will be received for Hidalgo County - "PIPES & Miscellaneous Items" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Five (5) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2015-013-02-11-MEG -Hidalgo County - "PIPES & Miscellaneous Items"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, February 11, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-013-02-11-MEG Hidalgo County-"PIPES & Miscellaneous Items".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - Hidalgo County - "PIPES & Miscellaneous Items"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Raul Lozano
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Armando Garza
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM

February 11, 2015

Award of Contract

_____, 2015

Commence Work or Deliver Products

_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C

Misdemeanor.

Please Submit completed CIO forms to the Hidalgo County Clerk's Office located at 100 N. Closter, Hamburg, Texas 78739 Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected

officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid

HIDALGO COUNTY
"PIPES & Miscellaneous Items"
BID NO.: 2015-013-02-11-MEG

To: Martha L. Salazar, GPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

SPECIFICATIONS AND/OR REQUIREMENTS:

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, "PIPES, Inlets, Manholes & Miscellaneous Items".

Bid information will be furnished to all Hidalgo County departments requiring pipes and delivery will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. Bidder(s) shall deliver the amount of product requested to location or job site required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory; bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).

III. BID AWARD

1. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

- Category A: Pipes
- Category B: Inlets
- Category C: Manholes
- Category D: Miscellaneous

CATEGORY (A) – PIPES CORRUGATED PVC STORM SEWER PIPE SPECIFICATION

1.0 SCOPE:

Polyvinyl chloride (PVC) storm sewer/drain pipe and fitting shall be manufactured and tested in accordance with AASHTO Specifications M304.

2.0 MATERIAL AND DESIGN

The structural design of thermoplastic pipes shall be in accordance with AASHTO Standard Specifications for Highway Bridge; Section 8 titled "Soil-Thermoplastic Pipe Interaction Systems". To ensure long-term design strength properties, PVC Pipe shall be manufactured from 12454B or 12454C cell class material per ASTM D1784.

3.0 JOINING SYSTEM:

Joints may be either plastic sleeve with gaskets or an integral bell-gasket joint. When the joint is assembled, it shall prevent misalignment of adjacent pipes and form either a soil (2 psi hydrostatic test per AASHTO Standard Specifications for Highway Bridges: Section 26.4.2.4) or watertight joint (10.8 psi test per ASTM D3212 "Standard Specifications for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" as required.

4.0 INSTALLATION

PVC thermoplastic pipe and fittings manufactured to this specifications, shall be installed in accordance with ASTM D2321-89.

Heights of Cover

DIAMETER	CORRUGATED PVC PIPE (AASHTO M304)
INCHES	FEET
12	49
15	47
18	51
24	50
30	50

*Minimum cover (H-20 live load) = (ASTM D2321 with Class A1 embedment)

CORRUGATED STEEL STORM SEWER PIPE SPECIFICATIONS

1.0 GENERAL

This item shall govern the furnishings of corrugated steel pipe and pipe-arch for culverts and storm sewer for the types, sizes and designations as specified in these specifications.

2.0 MATERIALS

This pipe shall be fabricated from sheets conforming to the current AASHTO M-274 (ASTM A819) specification for ALUMINIZED STEEL Type 2 material or the current AASHTO M-246 (ASTM 742) specification for POLYMER coated galvanized steel material.

3.0 MANUFACTURE

This pipe shall meet the requirements of AASHTO M-36 (ASTM A760) for corrugated steel pipe. All pipe shall be manufactured with a minimum of two-re-rolled annular ends.

4.0 CLASSIFICATION (TYPE) FOR DIAMETERS 46" THROUGH 96"

This pipe shall be manufactured to conform to the current AASHTO M-36 (ASTM A 760) specification and shall have an extended helical corrugation pattern of $\frac{3}{4}$ x $\frac{3}{4}$ " 7 $\frac{1}{2}$ " as described in AASHTO M-36 (ASTM A 760).

All round pipe shall be manufactured to conform to the current AASHTO M 245 (ASTM A 762 & A 760) specification and shall have a full circular cross section with a smooth steel liner and helically corrugated shell, integrally attached at helical lock seams. All round pipe shall conform to the Type IA pipe classification. All pipe arch shall conform to the Type IIA classification.

Type I pipe classifications will also be considered. These pipes shall be manufactured out of ALUMINIZED STEEL Type 2 or POLYMER coated galvanized steel as referenced above.

5.0 POST APPLIED COATING

All Pipes manufactured with ALUMINIZED STEEL Type 2 shall be fully coated both inside and out with a minimum thickness of 0.05 in. (1.3 mm) measured from the crest of the corrugations, on the top of ribs, (as in Type IR pipe) or on the smooth inside surface of the pipe. The coating shall be uniform Class B (bituminous) or Class M (mastic) material as described in AASHTO M-190 (ASTM A 849).

EXHIBIT "A" - SPECIFICATIONS
HIDALGO COUNTY
"PIPES & Miscellaneous Items"
RFB No. 2015-013-02-11-MEG

6.0 GAUGE

Unless otherwise specified on the specifications, gauges shall be minimum as follows:

TYPE IR (SPIRAL CORRUGATION)	
DIAMETER	GAUGE
36-48"	16
54-60"	14
66-96"	12
TYPE I (STANDARD)	
54-138"	12
144"	10
All Types IA shall be 12 gauge shell and 18 gauge liner.	

7.0 COUPLING BANDS

Coupling bands shall be of the same base material and coating as the pipe. Coupling bands shall lap evenly on each of the pipes being connected and shall fit securely into at least one full circumferential corrugation to form a tightly closed joint.

All pipe shall be field jointed with corrugated locking bands. Connecting bands shall be drawn together by means of not less than two bolts not less than 1/2 in. (13 mm) diameter through angles or bar and strap device suitable welded or riveted.

Coupling bands shall be no more than three normal sheet thickness lighter than the pipe to be connected and in no case thinner than 0.052 in. (1.32 mm).

8.0 INSTALLATION

Corrugated steel pipe shall be installed as outlined in AASHTO Standard Specifications for Highway Bridges, Section 26 and ASTM A798.

9.0 MEASUREMENT

Corrugated steel pipe will be measured by linear foot. Such measurements shall be made between the ends of the barrel along its central axis. Where spurs or branches, or connections to existing pipe lines are involved, measurements of the spur or new connecting pipe will be made from the intersection of the central axis with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers or other structures are included in lines of pipe that length of pipe tying into the other structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

In the event of a change in design which either increases or decreases the quantity of pipe, the variation in quantity will be measured as prescribed above and the quantity shown in the specifications will be increased or decreased as the case may be.

10.0 PAYMENT

Payment for corrugated steel pipe, measured as prescribed above will be made at the contract unit price bid per linear foot for various sizes, gauges and types of corrugated steel pipe.

Payments shall be full compensation for furnishings, transporting and installing the pipe. This includes materials, labor, equipment, tools and incidentals necessary to complete the installation in accordance to these specifications.

CATEGORY (A) - PIPES
REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS							
CLASS III - ASTM C76 STANDARDS							
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT	
			(in)	(in)	(PSI)		TYPE
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520	
18	3.25					1,920	
24	3.75					2,840	
30	4.25					4,020	
36	4.75					3"x6"-W1.75/W2.5	5,520
42	5.25						7,100
48	5.75		DOUBLE	3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280	
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800	
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184	
72	7.75			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900	

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS							
CLASS IV - ASTM C76 STANDARDS							
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT	
			(in)	(in)	(PSI)		TYPE
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520	
18	3.25					1,920	
24	3.75					2,840	
30	4.25					4,020	
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520	
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100	
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280	
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800	
60	6.75			5,000	2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75				2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

EXHIBIT "A" - SPECIFICATIONS
 HIDALGO COUNTY
 "PIPS & Miscellaneous Items"
 RFB No. 2015-013-02-11-MEG

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE ID	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
			(in)	(in)	(PSI)	
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of $2-1/2 \pm 1$ percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

EXHIBIT "A" - SPECIFICATIONS
 HIDALGO COUNTY
 "PIPS & Miscellaneous Items"
 RFB No. 2015-013-02-11-MEG

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 - ¼	45	2,100
24	2 - ½	40	2,200
30	2 - ¾	35	2,500
36	3	30	4,050
42	4 - ½	30	4,725
48	5	30	5,400
54	4 - ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-II JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS							
CLASS III - ASTM C76 STANDARDS							
PIPE I.D. (in)	WALL THICKNESS (in)	CONCRETE STRENGTH (PSI)	CAGE			PIPE WEIGHT (LBS)	
			TYPE	INNER	OUTER		
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045	
18	2.50					1,400	
24	3.00					2,100	
30	3.50					3,050	
36	4.00					4,200	
42	5.25		DOUBLE		3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75						8,100
54	6.25						9,420
60	6.75						11,500
72	7.75						15,900

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REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS							
CLASS IV - ASTM C76 STANDARDS							
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT	
			(in)	(in)	(PSI)		TYPE
15	3.00	4,000	SINGLE		3"x6"-W2.5/W2.5		1,045
18	3.25				2"x6"-W2.5/W2.5		1,400
24	3.75				2"x6"-W4.5/W2.5		2,100
30	4.25				2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE		2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25				3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75				3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25				2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500	
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900	

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS							
CLASS V - ASTM C76 STANDARDS							
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT	
			(in)	(in)	(PSI)		TYPE
15	3.00	6,000	SINGLE		3"x6"-W3.5/W2.5		1,045
18	3.25				3"x8"-W4.75/W2.5		1,400
24	3.75				3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE		2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75				2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25				2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75				2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25				2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75				2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75				2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

REINFORCED POLYETHYLENE PIPE SPECIFICATIONS

SCOPE

This specification(s) describes reinforced polyethylene pipe for use in gravity flow storm drain and culvert applications in 24" through 96" nominal diameters.

DESCRIPTION

This pipe shall have a smooth waterway and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. Reinforced polyethylene pipe is manufactured using a helical winding process that results in continuously fusion welded circumferential lap seam. The pipe profile is manufactured using high pressure-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage". For the purposes of hydraulic design, the recommended Manning's "n" value shall be 0.013 for pipe diameters included within this specification.

MATERIAL PROPERTIES

Virgin high density polyethylene pressure-related resins are used to manufacture reinforced polyethylene pipe and complimentary fabricated fittings. Resins shall conform to be minimum requirements of cell classification 345464 C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastic Pipe and Fittings Materials".

JOINT PERFORMANCE

Pipe lengths shall be joined on site using bell & spigots especially designed for reinforced polyethylene pipe. Both bell and spigot shall be reinforced with steel that is fully encased in pressure rated high density polyethylene meeting the requirements set forth in the above Material Properties paragraph and shall be watertight to an internal water pressure of 15 PSI when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastometric Seals".

FITTINGS

All fittings shall be fabricated from reinforced polyethylene pipe using fusion welded construction to ensure no loss of structural integrity of water-tightness at welded seams and joints.

INSTALLATION

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendation by the manufacturer. Minimum cover shall be 1 ft. and maximum cover shall be 30 ft.

AWWA C900 PVC PLASTIC PRESSURE PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 4" through 12" C.I.O.D.'s pipe produced in blue or white un-plasticized polyvinyl chloride (PVC) plastic pressure pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet the requirements of AWWA Standard C900 "Polyvinyl Chloride (PVC) Water Distribution Pipe".

MATERIALS

All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class I2454 as defined in ASTM D1784.

HYDROSTATIC PROOF TESTING

Each standard length of pipe is tested up to 400 psi for Pressure Class 165; 600 psi for Pressure Class 235; 800 psi for Pressure Class 305 for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

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HIDALGO COUNTY
"PIPES & Miscellaneous Items"
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STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber or other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirements of AWWA C900. The joint design shall meet the requirements of ASTM D3139 under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples testing in accordance with AWWA C900 and UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE CLASS (psi)		MINIMUM BURST PRESSURE AT 73 F (psi)
	AWWA C900-97/FM 1612	AWWA C900-07	
25	100	165	535
18	150	235	755
14	200	305	985

DROP IMPACT TEST

Pipe shall withstand, without failure using Tup "B" and Flat Rate Holder "B", at 73 F, a tup impact energy of 100 ft-lbf for all Pressure Class of 4"-12" trade sizes. There shall be no visible evidence of shattering or splitting when the energy is imposed.

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" - 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

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 HIDALGO COUNTY
 "PIPS & Miscellaneous Items"
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QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

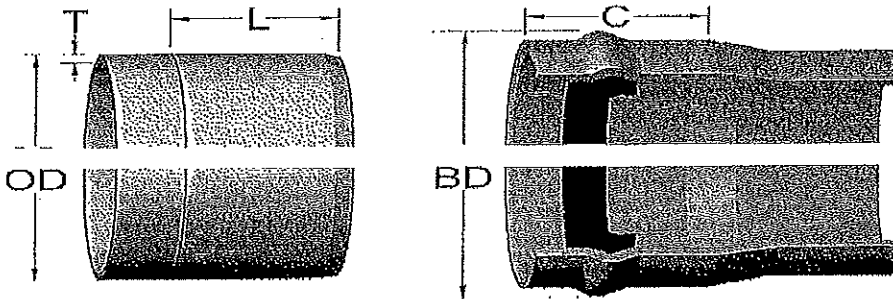
FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE

PVC gravity sewer pipe shall be made from a compound conforming to a cell classification of 12454 or 12364 as defined by ASTM D1784 and in accordance with ASTM D3034 for sizes four inch through fifteen inch. The wall thickness, when tested according to ASTM D3412, shall correspond to a dimension ratio of SDR 35 with a pipe stiffness value of 46 or SDR 26 with a pipe stiffness of 115 for heavy wall pipe. Integral bells shall incorporate locked in gaskets meeting the requirements of ASTM D3212 and F477. The pipe shall be provided in lengths of 14 feet or 20 feet as required.

ASTM D3034 GASKETED GRAVITY SEWER PIPE



NOMINAL PIPE SIZE	OUTSIDE DIA. NOM (OD)	APPROX BELL DIA (BD)	APPROX BELL DEPTH (D)	INSERT MARK (I)
4"	4.216	6.25	3.75	3.13
6"	6.275	7.50	4.63	4.00
8"	8.400	10.00	5.25	4.13
10"	10.500	12.25	5.88	5.13
12"	12.500	14.25	6.50	5.38
15"	15.300	17.25	7.75	7.38

NOMINAL PIPE SIZE	SDR 35 (W)	SDR 26 (W)
4"	.120	.162
6"	.180	.241
8"	.240	.323
10"	.300	.404
12"	.360	.481
15"	.437	.588

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:

This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:

12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:

Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:

HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:

Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:

Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m ²)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

SCOPE

This specification describes 4- through 60 inch (100 to 1500 mm) HDPE pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

PIPE Requirements

HDPE pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4-through 60 inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012

Joint Performance:

Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.

Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10 inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12 through 60 inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

Installation

Installation shall be in accordance with ASTM D2321 and manufacturers published installation guidelines, with the exception that minimum cover in trafficked areas for 4-through 48 inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60 inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum fill heights depend on embedment material and compaction level; Please refer to manufactures guide lines.

Pipe I.D. In mm	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. * In mm	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
Perforations	All diameters availability with or without perforation												

*Pipe O.D. values are provided for reference purposes only. Values stated for 12 through 60 inch are +/- 1 inch.

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year period with Hidalgo County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
4. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the bid considered the best and most advantageous to the County.
6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
7. Any contract awarded to a successful bidder will be in effect until:
 - (a) The contract expires,
 - (b) Delivery and acceptance of products and/or performance of service ordered,
 - (c) Terminated by County with thirty (30) days written notice prior to cancellation.
8. It is understood and agreed that in case Hidalgo County should need "any items listed" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.
9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compiling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.
10. Hidalgo County reserves the right to seek purchases from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.
11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
12. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

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13. Bidder(s) agree that to the extent an item(s) is unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor

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is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Elena Gomez. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail elena.gomez@co.hidalgo.tx.us no later than, Tuesday, ~~February 03, 2015~~ at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., ~~Friday, February 06, 2015~~.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items" - Hidalgo County
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CATEGORY (A) - PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE
 NIGP CODE: 665-89 Polyvinyl Chloride (PVC)

DESCRIPTION	PRICE	
12"		LF
15"		LF
18"		LF
24"		LF
30"		LF
36"		LF
42"		LF
48"		LF

CORRUGATED STEEL STORM SEWER PIPE
 NIGP CODE: 210-29 - Corrugated Galvanized Metal Pipe
 (UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)

DIAMETER	TYPE "R" PIPE PRICE	TYPE "T" PIPE PRICE	TYPE "TA" PIPE PRICE	
12"				
18"				LF
24"				LF
30"				LF
36"				LF
42"				LF
48"				LF
54"				LF
60"				LF
66"				LF
72"				LF
78"				LF
84"				LF
90"				LF
96"				LF
102"				LF
108"				LF
114"				LF
120"				LF
126"				LF
132"				LF
138"				LF
144"				LF

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items)" - Hidalgo County
 RFB NO. 2015-013-02-11-MEG

REINFORCED CONCRETE PIPE - RUBBER GASKET JOINT PIPE					
NIGP CODE: 658-68					
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE
12"		LF		LF	
15"		LF		LF	
18"		LF		LF	
24"	NO BID	LF		LF	
30"		LF		LF	
36"		LF		LF	
42"		LF		LF	
48"		LF		LF	
54"		LF		LF	
60"		LF		LF	
72"		LF		LF	

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE					
NIGP CODE: 658-68					
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE
12"		LF		LF	
15"		LF		LF	
18"		LF		LF	
24"	NO BID	LF		LF	
30"		LF		LF	
36"		LF		LF	
42"		LF		LF	
48"		LF		LF	
54"		LF		LF	
60"		LF		LF	
72"		LF		LF	

REINFORCED POLYTHYLENE PIPE - 20 FOOT JOINTS		
NIGP CODE: 658-58		
Description	Price	
24"		LF
30"		LF
36"		LF
42"	NO BID	LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items)" - Hidalgo County
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AWWA C900 PVC PLASTIC PRESSURE PIPE
 NIGP CODE 658-56 PLASTIC PIPES OR
 658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"	3.13	LF	2.94	LF	1.79	LF
6"	6.13	LF	4.89	LF	3.56	LF
8"	10.53	LF	8.44	LF	6.09	LF
10"	16.02	LF	12.69	LF	9.22	LF
12"	22.64	LF	17.91	LF	13.03	LF

AWWA C905 PVC PLASTIC WATER PIPE
 NIGP CODE 658-56 PLASTIC PIPES OR
 658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE	DR 25 PRICE	DR 32.5 PRICE	DR 41 PRICE	DR 51 PRICE
14"	LF	LF	LF	LF	LF
16"	LF	LF	LF	LF	LF
18"	LF	LF	LF	LF	LF
24"	LF	LF	LF	LF	LF
30"	LF	LF	LF	LF	LF
36"	LF	LF	LF	LF	LF
42"	LF	LF	LF	LF	LF
48"	LF	LF	LF	LF	LF

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
 NIGP CODE 210-35
 SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"	1.36	LF	1.01	LF
6"	2.92	LF	2.20	LF
8"	5.27	LF	3.94	LF
10"	8.24	LF	6.19	LF
12"	11.77	LF	8.90	LF
15"	17.82	LF	13.24	LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE
12"	6.77
15"	8.45
18"	10.79
24"	18.16
30"	28.21
36"	31.58
42"	43.68
48"	52.11
60"	92.63

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items)" - Hidalgo County
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HIGH DESTINY POLYETHYLENE PIPE (HDPE)		
NIGP CODE: 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"	No Bid	LF
6"	No Bid	LF
8"	\$3.33	LF
10"	No Bid	LF
12"	\$5.26	LF
15"	\$7.53	LF
18"	\$10.00	LF
24"	\$16.32	LF
30"	\$26.03	LF
36"	\$29.89	LF
42"	\$41.62	LF
48"	\$49.92	LF
54"	No Bid	LF
60"	\$89.01	LF

PLUMBING PIPES - 20 FOOT SECTIONS			
NIGP CODE 967-60			
PVC	PRICE	COPPER	PRICE
1/2"	No Bid	1/2"	No Bid
1 1/2"		3/4"	
2"			
3"			
4"			

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items" - Hidalgo County
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CATEGORY (B) - INLETS

NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	2'	2 1/2'	3'	3 1/2'	4'	4 1/2'	5'	5 1/2'	6'	6 1/2'	7'	7 1/2'	8'	8 1/2'	9'	9 1/2'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2 X 2'																	
TYPE "C" INLET 3 X 3'																	
TYPE "C" INLET 4 X 4'																	
TYPE "CC" INLET 5' x 3'																	
Type "F" Inlet (W=3')																	

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items)" - Hidalgo County
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CATEGORY (D) - MISCELLANEOUS

DESCRIPTION	UNIT	PRICE
WATER VALVE		
2"	ea	\$ 389.12
4"	ca	\$ 637.00
6"	ea	\$ 180.00
8"	ca	\$ 989.00
10"	ea	\$ 1250.00
90 DEGREE ELBOW		
2"	ca	\$ 167
4"	ea	\$ 75.00
6"	ea	\$ 140.00
8"	ca	\$ 150.00
10"	ca	\$ 210.00
45 DEGREE ELBOW		
2"	ca	\$ 190
4"	ea	\$ 85.00
6"	ca	\$ 155.70
8"	ca	\$ 168.80
10"	ea	\$ 240.00
STEEL PIPE CASING WITH SPACERS		
4"	Lf	No-Bid
6"	Lf	No-Bid
12"	Lf	No-Bid
16"	Lf	No-Bid
24"	Lf	No-Bid
FIRE HYDRANT W/VALVE	EA	\$ 3,000.00
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	\$ 1.59
8"	Lf	\$ 12.00 LF
PVC SCHEDULE 40		
1.5"	Lf	No-Bid
0.75"	Lf	No-Bid
0.5"	Lf	No-Bid
WATER SADDLE W/2' CORPORATE VALVE		
8" x 2"	ea	\$ 550.00

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items)" - Hidalgo County
 RFB NO. 2015-013-02-11-MEG

HP Dual Wall Marmac Couplers		
Pipe Size	Price	Unit
12"	48.77	EA
15"	54.67	EA
18"	67.22	EA
24"	87.00	EA
30"	112.49	EA
36"	131.62	EA
42"	146.56	EA
48"	286.44	EA
60"	265.71	EA

HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"	302.33	EA
15"	387.54	EA
18"	516.36	EA
24"	729.14	EA
30"	1,219.40	EA
36"	1,606.53	EA
42"	1,811.70	EA
48"	2,483.09	EA
60"	3,983.50	EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30* Bend	45* Bend	90* Bend	Unit
12"	\$139.23	\$149.74	\$149.72	\$150.31	\$159.72	EA
15"	\$179.36	\$181.46	\$192.46	\$183.64	\$211.06	EA
18"	\$202.09	\$231.67	\$227.57	\$235.56	\$273.34	EA
24"	\$313.93	\$371.77	\$350.50	\$377.91	\$419.81	EA
30"	\$483.26	\$508.28	\$538.67	\$560.52	\$686.17	EA
36"	\$592.30	\$669.82	\$756.14	\$722.40	\$874.38	EA
42"	\$735.46	\$881.74	\$911.16	\$935.82	\$1,125.09	EA
48"	\$899.70	\$1,113.22	\$1,142.29	\$1,164.52	\$1,225.49	EA
60"	\$1,337.92	\$1,879.71	\$1,733.86	\$1,966.33	\$2,274.62	EA

EXHIBIT "B" - BID PAGE
"PIPES & Miscellaneous Items" - Hidalgo County
RFB NO. 2015-013-02-11-MEG

BIDDER/COMPANY NAME: H.D SUPPLY WATERWORKS
ADDRESS: 100 NORTH 1ST STREET
CITY: MAYNEN STATE: TEXAS ZIP CODE: 78501
PHONE No. (956) 621-3291 FAX No. (956) 687-5918 CELL No. (956) 227-0490
AUTHORIZED SIGNATURE: [Signature]
PRINTED NAME: RICARDO RENTERIA
TITLE: OUTSIDE SALES DATE: 2/05/15
EMAIL: ricardo.renteria@hdsupply.com

OPENED
2/11/15
9:35am
Witnessed
[Signature]

EXHIBIT "C"
INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS, ACCORDING TO COVERAGE:		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one loss) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNERS & CONT PROT				PROP & ADV INJURY \$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				GENL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOG				PRODUCTS - COMP/PROP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
C	GARAGE LIABILITY				AUTO ONLY-PA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN PA ACC \$
	<input type="checkbox"/> ANY AUTO				AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-PA EMPLOYEE \$
	OTHER				E.L. DISEASE-POLYFLYBY \$

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____
- 2. Bond (if applicable) _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT “D”

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY
“PIPES and Miscellaneous Items”

RFB No.: 2015-013-02-11-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

VENDOR'S
APPLICATION
&
W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
"PIPES and Miscellaneous Items"

RFB No.: 2015-013-02-11-MEG

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <u>HD SUPPLY WATERWORKS, LTD</u> Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) <input checked="" type="checkbox"/> X Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <u>3100 CUMBERLAND BLVD, SUITE 1700</u> City, state, and ZIP code <u>ATLANTA, GA 30339</u>	Requester's name and address (optional)
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number
03-0550887

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 on page 3.

Sign Here Signature of U.S. person ▶ *Jeffrey Monday*

Date ▶ November 13, 2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items)" - Hidalgo County
 RFB NO. 2015-013-02-11-MEG

CATEGORY (A) - PIPES

CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE	
NIGP CODE: 665-89 Polyvinyl Chloride (PVC)	
DESCRIPTION	PRICE
12"	LF
15"	LF
18"	LF
24"	LF
30"	LF
36"	LF
42"	LF
48"	LF

CORRUGATED STEEL STORM SEWER PIPE			
NIGP CODE: 210-29 Corrugated Galvanized Metal Pipe			
(UNIT PRICE INCLUDES ONE GASKETED BAND CONNECTION FOR EVERY 20 FOOT JOINT)			
DIAMETER	TYPE "A" PIPE PRICE	TYPE "B" PIPE PRICE	TYPE "C" PIPE PRICE
12"			LF
18"			LF
24"			LF
30"			LF
36"			LF
42"			LF
48"			LF
54"			LF
60"			LF
66"			LF
72"			LF
78"			LF
84"			LF
90"			LF
96"			LF
102"			LF
108"			LF
114"			LF
120"			LF
126"			LF
132"			LF
138"			LF
144"			LF

EXHIBIT "B" - BID PAGE
 "PIPBS & Miscellaneous Items" - Hidalgo County
 RFB NO. 2015-013-02-11-MEG

REINFORCED CONCRETE PIPE - RUBBER GASKET JOINT PIPE					
NIGP CODE: 658-68					
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE
12"		LF		LF	LF
15"		LF		LF	LF
18"		LF		LF	LF
24"	NO	LF	BID	LF	LF
30"		LF		LF	
36"		LF		LF	
42"		LF		LF	
48"		LF		LF	
54"		LF		LF	
60"		LF		LF	
72"		LF		LF	

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE					
NIGP CODE: 658-68					
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE
12"		LF		LF	LF
15"		LF		LF	LF
18"		LF		LF	LF
24"	NO	LF	BID	LF	LF
30"		LF		LF	
36"		LF		LF	
42"		LF		LF	
48"		LF		LF	
54"		LF		LF	
60"		LF		LF	
72"		LF		LF	

REINFORCED POLYTHYLENE PIPE - 20 FOOT JOINTS		
NIGP CODE: 658-58		
Description	Price	
24"		LF
30"		LF
36"		LF
42"	NO	LF
48"		LF
54"		LF
60"		LF
72"		LF
84"		LF
96"		LF

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items)" - Hidalgo County
 RFB NO. 2015-013-02-11-MEG

OPENED
 2/11/15
 9:35am
 Witnessed

AWWA C900 PVC PLASTIC PRESSURE PIPE
 NIGP CODE 658-56 PLASTIC PIPES OR
 658-60 PVC PIPES

DESCRIPTION	DR 14 PRICE		DR 18 PRICE		DR 25 PRICE	
4"	\$ 3.13	LF	\$ 2.94	LF	\$ 1.79	LF
6"	\$ 6.13	LF	\$ 7.89	LF	\$ 3.58	LF
8"	\$ 10.53	LF	\$ 8.44	LF	\$ 6.09	LF
10"	\$ 16.02	LF	\$ 12.69	LF	\$ 9.22	LF
12"	\$ 22.64	LF	\$ 17.91	LF	\$ 13.03	LF

AWWA C905 PVC PLASTIC WATER PIPE
 NIGP CODE 658-56 PLASTIC PIPES OR
 658-60 PVC PIPES

DESCRIPTION	DR 18 PRICE	DR 25 PRICE	DR 32.5 PRICE	DR 41 PRICE	DR 51 PRICE
14"	LF	LF	LF	LF	LF
16"	LF	LF	LF	LF	LF
18"	LF	LF	LF	LF	LF
24"	LF	LF	LF	LF	LF
30"	LF	LF	LF	LF	LF
36"	LF	LF	LF	LF	LF
42"	LF	LF	LF	LF	LF
48"	LF	LF	LF	LF	LF

NO BID

SDR 26 AND SDR 35 GASKETED GRAVITY SANITARY SEWER PIPE
 NIGP CODE 210-35
 SEWER PIPE JOINT SEALING COMPOUND

SIZE OF PIPE	SDR 26		SDR 35	
4"	\$ 1.36	LF	\$ 1.01	LF
6"	\$ 2.92	LF	\$ 2.20	LF
8"	\$ 5.27	LF	\$ 3.94	LF
10"	\$ 8.24	LF	\$ 6.19	LF
12"	\$ 11.77	LF	\$ 8.90	LF
15"	\$ 17.82	LF	\$ 13.24	LF

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

DESCRIPTION	PRICE
12"	\$ 6.77
15"	\$ 8.45
18"	\$ 10.79
24"	\$ 18.16
30"	\$ 28.21
36"	\$ 31.58
42"	\$ 43.68
48"	\$ 52.11
60"	\$ 92.63

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items" - Hidalgo County
 RFB NO. 2015-013-02-11-MBG

HIGH DESTINY POLYETHYLENE PIPE (HDPE)		
NIGP CODE; 658-58 Polyethylene Pipe And Fitting		
DESCRIPTION	PRICE	
4"	No-Bid	LF
6"	No-Bid	LF
8"	\$ 3.33	LF
10"	No-Bid	LF
12"	\$ 5.26	LF
15"	\$ 7.53	LF
18"	\$ 10.00	LF
24"	\$ 16.32	LF
30"	\$ 26.03	LF
36"	\$ 29.89	LF
42"	\$ 41.62	LF
48"	\$ 49.92	LF
54"	No-Bid	LF
60"	\$ 89.01	LF

PLUMBING PIPES - 20 FOOT SECTIONS			
NIGP CODE 967-60			
PVC	PRICE	COPPER	PRICE
1/2"	No-Bid	1/2"	No-Bid
3/4"		3/4"	
2"			
3"			
4"			

OPENED
 2/11/15
 9:35am
 Witnessed

[Signature]

T
EXHIBIT "B" - BID PAGE
"PIPES & Miscellaneous Items)" - Hidalgo County
RFB NO. 2015-013-02-11-MEG

CATEGORY (B) - INLETS
NIGP CODE 210-31

INLETS, AREA, SEWER DRAIN, PRECAST, CONCRETE, STORM DRAIN NO BOTTOM FLOORS

DESCRIPTION	2'	2 1/2'	3'	3 1/2'	4'	4 1/2'	5'	5 1/2'	6'	6 1/2'	7'	7 1/2'	8'	8 1/2'	9'	9 1/2'	10'
Type "A" Inlet (5' x 3')																	
Type "A-1" Inlet (5' x 4')																	
Type "A-2" Inlet (5' x 5')																	
Type "A-3" Inlet (5' x 6')																	
Type "A" (SPL-1) Inlet (5' x 3')																	
Type "A-1" (SPL-1) Inlet (5' x 4')																	
Type "A-2" (SPL-1) Inlet (5' x 5')																	
Type "A-3" (SPL-1) Inlet (5' x 6')																	
TYPE "C" INLET 2' X 2'																	
TYPE "C" INLET 3' X 3'																	
TYPE "C" INLET 4' X 4'																	
TYPE "CC" INLET 5' X 3'																	
Type "F" Inlet (W=3)																	

EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items" - Hidalgo County
 RFB NO. 2015-013-02-11-MEG

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 2/11/15
 9:35am
 Witnessed

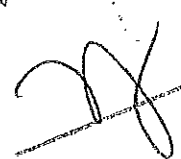
CATEGORY (D) - MISCELLANEOUS

DESCRIPTION	UNIT	PRICE
WATER VALVE		
2"	ea	389.12
4"	ea	637.00
6"	ea	180.00
8"	ea	989.00
10"	ea	1250.00
90 DEGREE ELBOW		
2"	ea	1.67
4"	ea	75.00
6"	ea	140.00
8"	ea	150.00
10"	ea	210.00
45 DEGREE ELBOW		
2"	ea	1.90
4"	ea	85.00
6"	ea	155.70
8"	ea	168.80
10"	ea	240.00
STEEL PIPE CASING WITH SPACERS		
4"	Lf	No-Bid
6"	Lf	No-Bid
12"	Lf	No-Bid
16"	Lf	No-Bid
24"	Lf	No-Bid
FIRE HYDRANT W/VALVE	EA	3,000.00
PVC SCHEDULE 40 WATER LINE DR 18		
2"	Lf	1.59
8"	Lf	12.00 LF
PVC SCHEDULE 40		
1.5"	Lf	No-Bid
0.75"	Lf	No-Bid
0.5"	Lf	No-Bid
WATER SADDLE W/2" CORPORATE VALVE		
8" x 2"	ea	550.00

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EXHIBIT "B" - BID PAGE
 "PIPES & Miscellaneous Items" - Hidalgo County
 RFB NO. 2015-013-02-11-MRG

HP Dual Wall Marimac Couplers		
Pipe Size	Price	Unit
12"	42.77	EA
15"	54.67	EA
18"	67.33	EA
24"	87.00	EA
30"	112.49	EA
36"	131.62	EA
42"	146.56	EA
48"	286.44	EA
60"	265.71	EA

OPENED
 2/11/15
 935am
 Witnessed


HP Dual Wall Fabricated Tees		
Pipe Size	Price	Unit
12"	302.33	EA
15"	387.54	EA
18"	516.36	EA
24"	729.14	EA
30"	1,219.50	EA
36"	1,606.53	EA
42"	1,811.70	EA
48"	2,483.09	EA
60"	3,983.50	EA

HP Dual Wall Fabricated Bends						
Pipe Size	11.25 Bend	22.5 Bend	30° Bend	45° Bend	90° Bend	Unit
12"	\$139.23	\$149.74	\$149.72	\$150.39	\$159.72	EA
15"	\$179.36	\$189.46	\$192.46	\$183.64	\$211.06	EA
18"	\$202.09	\$231.67	\$227.57	\$235.56	\$273.34	EA
24"	\$333.93	\$371.77	\$350.50	\$377.91	\$419.81	EA
30"	\$483.26	\$508.28	\$538.67	\$560.52	\$686.17	EA
36"	\$592.30	\$669.82	\$756.14	\$722.40	\$874.38	EA
42"	\$735.46	\$881.79	\$911.16	\$935.82	\$1,125.09	EA
48"	\$899.70	\$1,113.22	\$1,142.29	\$1,164.52	\$1,225.49	EA
60"	\$1,339.92	\$1,879.71	\$1,733.86	\$1,966.33	\$2,274.62	EA

EXHIBIT "B" - BID PAGE
"PIPES & Miscellaneous Items" - Hidalgo County
RFB NO. 2015-013-02-11-MEG

BIDDER/COMPANY NAME: H.D SUPPLY WATERWORKS
ADDRESS: 100 NORTH 1ST STREET
CITY: MALLEN STATE: TEXAS ZIP CODE: 78501
PHONE No: (956) 631-3391 FAX No: (956) 687-5918 CELL No: (956) 227-0490
AUTHORIZED SIGNATURE: [Signature]
PRINTED NAME: RICARDO RENTERIA
TITLE: OUTSIDE SALES DATE: 2/05/15
EMAIL: ricardo.renteria@hdsupply.com

OPENED
2/11/15
9:35am
Witnessed

[Signature]

EXHIBIT "C"
CERTIFICATE OF INSURANCE

April 28, 2015



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 28, 2015
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
All members of the Court were counted present.
2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
3. **Prayer**
Virginia Townsend led the Court and Audience in Prayer.
Commissioner Joe Flores stepped away from the meeting.
4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.
5. **Open Forum**
Commissioner Joe Flores joined the meeting.
The Court proceeded to Item 20.B, 8.A, 23.G.
6. **County Judge's Office:**
 - A. **AI-49431** Update on 2015 Legislative activities
Michael Leo, County Judge's Office, informed the Court that Bobby Villarreal will be sending an email to the Court and its Chiefs with any Legislative activity updates. Jesse Ozuna, Precinct 4, informed the Court that the Colonia Lighting Bill in the Senate and the House is reporting favorably on the calendars. The Court Document Filing Bill has gone to State Affairs and may be on the calendar for vote by next week.
 - B. **AI-49180** Proclamation declaring May 7, 2015 as National Day of Prayer in Hidalgo County
On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously
 - C. **AI-49460** Approval of Proclamation declaring April as National Donate Life Month in Hidalgo County.

April 28, 2015

2. AI-49303 Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items 2nd round" through project No.: 2015-104-03-25-MEG

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval award contracts to L&R Precast Concrete Works, Inc. and Contech Engineered Solutions, LLC.

Vote: 5 - 0 - Unanimously

3. AI-48852 Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Roadway Light Fixtures and Maintenance" through project No.: 2015-025-03-11-MEG

Commissioner Flores asked if the service was to include the expressway and Mrs. Salazar stated it was on an as-needed basis and areas that were applicable within the county. She added that it would be for work done with no retainer.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to award contract to Lumatec Lighting Service.

Vote: 5 - 0 - Unanimously

4. AI-48677 Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for Request for Bid titled: Hidalgo County-"Pipes & Misc. Items" through project No.: 2015-013-02-11-MEG

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to award contracts to HD Supply Waterworks, Ltd., Rio Valley Pipe, LLC, Pecan Construction, LLC DBA Royal Ready Mix, and ACT Pipe & Supply, Inc.

Vote: 5 - 0 - Unanimously

24.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. AI-49345 Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County
- D. AI-49354 Claim of Yessica Nava