



**AGENDA  
DRAINAGE DISTRICT  
BOARD OF DIRECTORS  
June 20, 2016  
9:00 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations
6. AI -55065 Authority to advertise and approval of plans and specifications developed by project engineer, Mr. Jose N. Saldivar, P.E., for: Hidalgo County Drainage District No. 1 -"Hidalgo County Precinct No. 1 -Mile 6 West & Mile 14 North Area Drainage Improvement Project"-RFB No. HCDD1-16-031-07-13, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.
7. AI -55135 A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A)(4) for a Professional Service.  
  
B.)Presentation of scoring grid (for the purposes of ranking by HCDD No. 1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of Hidalgo County Drainage District No. 1 New Administration Facility & Site Improvements Project.

FIRM NAME:	SCORE:	RANK:
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Halff & Associates	94	
L&G Engineering	92	
Dannenbaum Engineering	90	
S&B Infrastructure	90	

C.) Requesting authority for Drainage District to negotiate a Professional Agreement for Engineering Services with the number one ranked firm of \_\_\_\_\_, as it relates to the Hidalgo County Drainage District No. 1 New Administration Facility & Site Improvements Project.

**Closed Session:**

8. Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

9. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

**Closed Session:**

10. Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

**Open Session:**

11. Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

12. **Adjourn**

AI -55065

6.

DRAINAGE DISTRICT

Meeting Date: 06/20/2016

Submitted Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Authority to advertise and approval of plans and specifications developed by project engineer, Mr. Jose N. Saldivar, P.E., for: Hidalgo County Drainage District No. 1 -"Hidalgo County Precinct No. 1 -Mile 6 West & Mile 14 North Area Drainage Improvement Project"-RFB No. HCDD1-16-031-07-13, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	06-25-16 & 07-02-16
2	Pre-Bid Conference	07-05-16 @ 3:00 PM
3	<b>Bid Openings</b>	07-13-16 @ 9:30 AM

Fiscal Impact

Attachments

Specifications -Front End Documents

Form Review

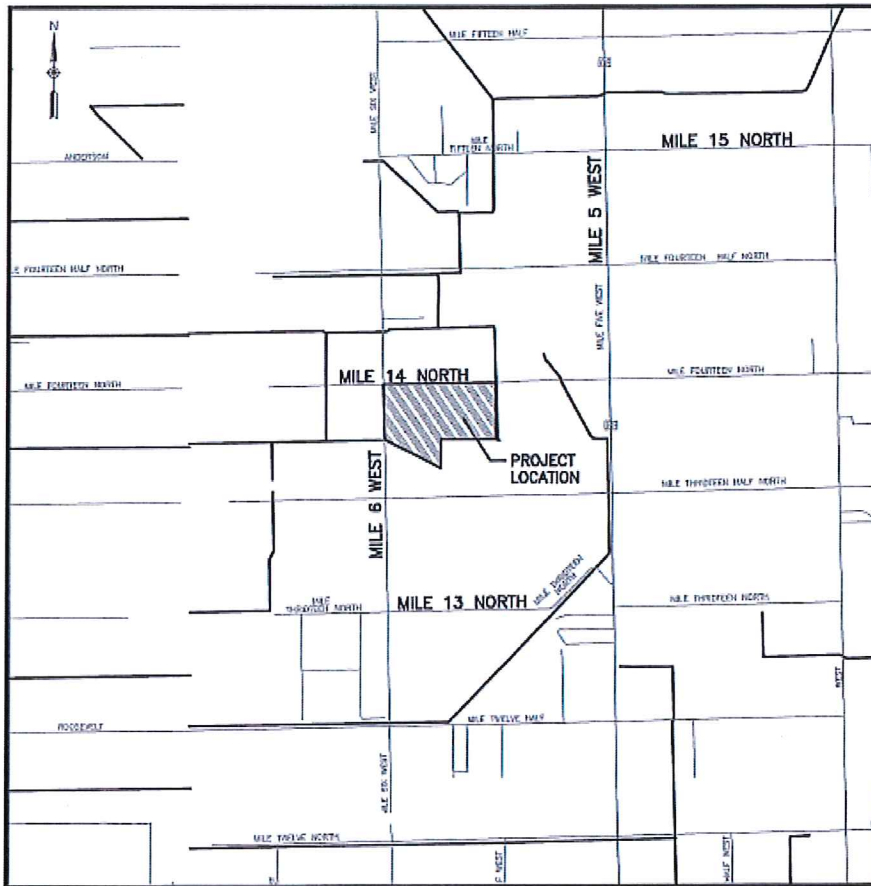
Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2016 03:39 PM
Final Approval	Monica Badillo	06/16/2016 05:17 PM
Form Started By: Moises Salazar		Started On: 06/15/2016 08:17 AM
Final Approval Date: 06/16/2016		

# Hidalgo County Drainage District No.1

SPECIFICATIONS AND FORMS OF CONTRACT, BOND, AND PROPOSAL  
FOR

RFB No. HCDD1-16-031-07-13

## HIDALGO COUNTY DRAINAGE DISTRICT No.1 “Hidalgo County Pct. 1 – Mile 6 West & Mile 14 North Area Drainage Improvements Project”



Prepared by:

PROJECT ENGINEER: NOE SALDIVAR, P.E.  
PROJECT MANAGER: RAUL E. SESIN, P.E, CFM

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
BOARD OF DIRECTORS

Ramon Garcia, Chairman of the Board  
A.C. Cuellar, Board Member  
Hector “Tito” Palacios, Board Member  
Joe Flores, Board Member  
Joseph Palacios, Board Member



## REQUEST FOR BIDS (RFB) FRONT END DOCUMENTS

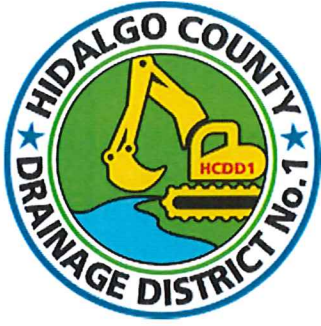
Hidalgo County Drainage District No. 1

### HIDALGO COUNTY PCT. 1 - MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT

RFB No: HCDD1-16-031-07-13

ITEM	DESCRIPTION	NO. OF PAGES
1.	Bid Invitation Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit C Insurance Requirements	4
4.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
5.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement <b>(For Information Only)</b>	3
6.	Exhibit E –Proposers Affidavit of Non-Collusion	1
7.	Vendor/Bidder Application and W-09 form(s)	6
8.	Certification Regarding Debarment	1
9.	Form HB 1295 <b>(For Information Only)</b> -Before the award of contract notarized HB 1295 must be submitted to Hidalgo County Drainage District No. 1. Form is to be filed online at <a href="http://www.ethics.state.tx.us/index.html">www.ethics.state.tx.us/index.html</a> .	1
10.	Submittal Check list	1

The above mentioned items shall be found in this Request for Bid-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Hidalgo County Drainage District No. 1 by calling (956) 292-7080 or via e-mail to [moises.salazar@hcdd1.org](mailto:moises.salazar@hcdd1.org) , to advise us of the missing documentation, and Hidalgo County Drainage District No. 1 will forward information either through e-mail, facsimile, or by U.S. Mail.



## Hidalgo County Drainage District No. 1

902 N. Doolittle Rd.  
Edinburg, TX 78542

June 15, 2016

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Re: Hidalgo County Drainage District No. 1  
**Request for Bids- "HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT"**  
**Bid No.: HCDD1-16-031-07-13**

To Whom It May Concern:

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

Hidalgo County Drainage District No. 1 welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Hidalgo County Drainage District No. 1 Office at (956) 292-7080.

Sincerely,  
Hidalgo County Drainage District No. 1

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Moises Salazar  
Procurement Manager

## REQUEST FOR BIDS

**TO SUPPLY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 with sealed bids for “HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT”.**

**BIDS ARE INVITED UPON** several items and quantities of work for HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT.

**BIDDING DOCUMENTS**, including drawings and technical specifications are on file at the office of Hidalgo County Drainage District No. 1, 902 N. Doolittle Rd, Edinburg, Texas 78542 for a fee of \$ 0 .

A **PRE-BID MEETING** is scheduled for Tuesday, July 05, 2016 at 3:00 P.M., at the Hidalgo County Drainage District No.1 located at 902 N. Doolittle, Edinburg, Texas.

A **BID BOND** in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the Hidalgo County Drainage District No. 1 or negotiable U.S. Government Bonds (as par value) may be submitted in the lieu of the Bid Bond.

**STATUTORY BONDS** by an acceptable surety for performance of the contract and for payment of mechanics and materials suppliers will be required from the successful bidder in the amount equal to 100% of the accepted bid to the Hidalgo County Drainage District No. 1.

**SEALED BIDS should be properly addressed and delivered to Jaime J. Salazar, Buyer, Hidalgo County Drainage District No.1 Buyer, 902 Doolittle, Edinburg, Texas 78542.** ONE (1) ORIGINAL AND THREE (3) COPIES OF ALL BIDS ARE REQUIRED with bidders name and return address clearly typed/printed on the upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:

**RFB No. HCDD1-16-031-07-13 TO SUPPLY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 with sealed bids for “HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT”.** Bids will be accepted until 9:30 a.m. on Wednesday, July 13, 2016 at 9:30 A.M. at which time they will be opened in the Hidalgo County Drainage District No.1 office located at 902 N. Doolittle, Edinburg, Texas.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.

**BIDS MAY BE HELD** by the Hidalgo County Drainage District No.1 for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the District.

**Typed-written RFI's** shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by the Engineer. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

**BY ORDER OF THE BOARD OF DIRECTORS OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY, TEXAS** on this the 20<sup>th</sup> day of June, 2016.

HIDALGO COUNTY DRAINAGE DISTRICT No.1  
MOISES SALAZAR / PROCUREMENT MANAGER



## FORMS SUBMITTAL CHECK LIST

REQUEST FOR BIDS

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**  
**HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS**  
**PROJECT**

**RFB No: HCDD1-16-031-06-21**

All forms listed below must be included in the RFB response.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

- \_\_\_\_\_ Page 8 of Legal Notice
- \_\_\_\_\_ Exhibit "C" Acknowledgement forms (page 3 and 4)
- \_\_\_\_\_ Exhibit "D" CIQ Form- Copy of County Clerk File Recording fee receipt.
- \_\_\_\_\_ Exhibit "E" Proposers Affidavit
- \_\_\_\_\_ Vendor Bidder Application and IRS form W-9
- \_\_\_\_\_ Certification Regarding Debarment
- \_\_\_\_\_ One (1) Original, One (1) Copy containing a complete response  
(including Bid Form and any other requested form(s)).



## FORMS SUBMITTAL CHECK LIST

REQUEST FOR BIDS

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**  
**HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS**  
**PROJECT**  
**RFB No: HCDD1-16-031-06-21**

All forms listed below must be included in the RFB response.

**Indicate with a check mark (v) the Forms completed and included in this response:**

- \_\_\_\_\_ Page 8 of Legal Notice
- \_\_\_\_\_ Exhibit "C" Acknowledgement forms (page 3 and 4)
- \_\_\_\_\_ Exhibit "D" CIQ Form- Copy of County Clerk File Recording fee receipt.
- \_\_\_\_\_ Exhibit "E" Proposers Affidavit
- \_\_\_\_\_ Vendor Bidder Application and IRS form W-9
- \_\_\_\_\_ Certification Regarding Debarment
- \_\_\_\_\_ One (1) Original, One (1) Copy containing a complete response  
(including Bid Form and any other requested form(s)).

## REQUEST FOR BIDS

### HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

### HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT”

RFB No: HCDD1-16-031-07-13

### BID OPENING DATE:

July 13, 2016 at 9:30 A.M.

Contact Person:

Moises Salazar, Procurement Manager  
Hidalgo County Drainage District No. 1  
Address: 902 N. Doolittle  
Edinburg, Texas 78542  
(956) 292-7080

Form HCDD1-03



1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT** in accordance with the specifications attached 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 Drainage District No. 1 (“District”). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/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: **RFB NO.: HCDD1-16-031-07-13- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 - HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT** and at Hidalgo County Drainage District No. 1 with a physical/ mailing address: 902 N. Doolittle Rd., Edinburg, Texas 78542, **on or before 9:30 A.M., WEDNESDAY, JULY 13, 2016.**

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 **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- RFB NO.: HCDD1-16-031-07-13 HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT**

Hidalgo County Drainage District No. 1 reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County Drainage District No. 1.

3. Hidalgo County Drainage District No. 1 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 elevation 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 District 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 Drainage District No. 1. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No. 1 from all obligations to the contracting party with regard to the item(s) in question. In such event, the District 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 District 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 Drainage District No. 1. 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 part of their bid.
10. The District reserves the right to accept or reject any or all bids.
11. Cost are to be net F.O.B., District Prepaid.
12. The District 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 District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of the District 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 District 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 Drainage District No. 1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15. DELIVERY OF GOODS AND SERVICES 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 Moises Salazar, Procurement Manager before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Drainage District No. 1  
Moises Salazar, Procurement Manager  
(956) 292-7080

**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 DRAINAGE DISTRICT NO.1- HIDALGO COUNTY PCT. 1 - MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT**  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.



**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 District, or for any elected official, department head or employee or former elected official, department head or employee of the District, 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 District.
- 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 District, 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, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Drainage District No. 1 (“the District”) 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 District. 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 Drainage District No. 1 for the sale or purchase of property, goods or services. 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 Drainage District No. 1 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78589- Hidalgo County Courthouse.

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

- **FORM CIS (Exhibit D-1 -LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.**

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District before the District may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB No. (i.e. HCDD1-16-031-07-13)** as shown on the packet. 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 either by facsimile transmission to (956) 292-7080 or via email to [moises.salazar@hcdd1.org](mailto:moises.salazar@hcdd1.org) . Hidalgo County Drainage District No. 1 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<http://www.ethics.state.tx.us/tec/1295-Info.htm>

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If, during the life of any contract or bid awarded, the successful bidder's net price 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 the District.
23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to the District that it meets the following requirements:
- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
  - 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.
25. Successful bidder will pay or cause to be paid, without cost or expenses to the District, 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 the District, including, but not limited to, benefits associated with the District's civil service system.
26. 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 service ordered, or **(c)** terminated by the District with thirty day's written notice prior to cancellation.
  27. The District 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 District in the event of breach or default by successful bidder; the District 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.
  28. Successful bidder shall defend, indemnify and save harmless to the District 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 the District premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such District facilities. Successful bidder shall pay any judgment with costs which may be obtained against the District growing out of such injury or damages, and shall, upon request, provide a defense to the District by counsel reasonably acceptable to the District. 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.
  29. 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 materials, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to the District'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 the District. Items not picked up within one (1) week after notification shall be deemed a donation to the District and may be used or disposed of at the District's discretion and without waiver of any other rights of the District as to the item's nonconformity.
  30. 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 Drainage District No. 1, Texas.
  31. 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 the District.
  32. Respondents must provide all documentation requested with this (RFB)-Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as non-comforming.

**BIDDER’S ACKNOWLEDGMENT**

Bid  
for

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

**HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA**  
**DRAINAGE IMPROVEMENTS PROJECT**  
**BID NO.: HCDD1-16-031-07-13**

To: Hidalgo County Drainage District No. 1  
Moises Salazar, Procurement Manager  
902 N. Doolittle  
Edinburg, Texas 78542

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 Drainage District No. 1 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 the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 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: \_\_\_\_\_

**STATEMENT OF CREDENTIALS**

**1. GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date Organized: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Office Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Number of years in business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

**2. EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

2. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

3. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

4. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

\*\*\*\*\*

5. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

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**3. CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

\_\_\_\_\_

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4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

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6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**Subscribed and sworn** to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas

My commission expires \_\_\_\_\_

## INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The Hidalgo County Drainage District No. 1 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner until **Wednesday, JULY 13, 2016 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Moises Salazar, Procurement Manager at 902 N. Doolittle Road, Edinburg, Texas 78542 and designated as Bid for Hidalgo County Drainage District No. 1.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder and/or contractor, concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

### 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

- a** Must be acceptable to the Owner after verification of the current eligibility status, and,
- b** Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

### 4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

## 5. Method of Bidding

The Owner invites the following bid(s):

Project Name: HIDALGO COUNTY PCT. 1 – MILE 6 WEST & MILE 14 NORTH AREA DRAINAGE IMPROVEMENTS PROJECT

Project Number: HCDD1-16-031-07-13

### Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

## 6. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

## 7. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## 8. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 120 Consecutive Calendar Days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## **9. Condition of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

## **10. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing via e-mail to [moises.salazar@hcdd1.org](mailto:moises.salazar@hcdd1.org) addressed to Moises Salazar, Procurement Manager, 902 N. Doolittle Rd., Edinburg, TX 78542 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **11. Security for Faithful Performance**

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## **12. Power of Attorney**

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

## **13. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

- a** Inspection and testing of materials
- b** Insurance requirements
- c** Wage rates
- d** States allowances

#### **14. Laws and Regulations**

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

#### **15. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

#### **16. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®  
INFORMATION FOR BIDDERS**

**17. SAFETY STANDARDS AND ACCIDENTS PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor’s care.

## SPECIAL PROVISIONS

1. The Hidalgo County Drainage District No. 1 reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
8. Prospective bidders should make a careful examination of the projects sites.
9. Contractor shall review his overall method and schedule of construction with the HCDD No. 1 Prior to construction for proper coordination of inspection.
10. No open trenches or excavation shall be left open overnight.



IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY BOARD OF DIRECTORS ON \_\_\_\_\_, **2016.**

CONTRACTOR: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Fed I.D. #/SS #: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_, by \_\_\_\_\_ Of and on behalf of \_\_\_\_\_  
(Title) (A corporation)

\_\_\_\_\_  
Notary Public-Signature

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P.

BY: \_\_\_\_\_

**Hidalgo County Drainage District No. 1**

\_\_\_\_\_  
**Ramon Garcia, Chairman of the Board**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of .....)

County of.....)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_, of  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_\_

Day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

# 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 Drainage District No. 1 (County) will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County Drainage District No. 1 as additional insured and must 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.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	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.	
		<b>INSURERS AFFORDING COVERAGE</b>	
INSURED		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	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP	\$
					AGG	\$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea 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						
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- OTHER	
					TORY LIMITS	
					E. L. EACH ACCIDENT	\$
					E. L. DISEASE-EA EMPLOYEE	\$
				E. L. DISEASE-POLICY LIMIT	\$	
	<b>OTHER</b>					

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 Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78542		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> 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 the County of bid awarded by the Hidalgo County Drainage District No. 1 Board of Directors;
- 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 Drainage District No. 1 Board of Directors; 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 Drainage District No. 1 Contract Manager 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 Drainage District No. 1 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. Bonds: \_\_\_\_\_.
- 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 Drainage District No. 1 and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "TITLE (PROJECT DESCRIPTION)"</b>
--

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: \_\_\_\_\_

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

AI -55135

7.

DRAINAGE DISTRICT

Meeting Date: 06/20/2016

Submitted Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A)(4) for a Professional Service.

B.)Presentation of scoring grid (for the purposes of ranking by HCDD No. 1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of Hidalgo County Drainage District No. 1 New Administration Facility & Site Improvements Project.

FIRM NAME:	SCORE:	RANK:
Halff & Associates	94	
L&G Engineering	92	
Dannenbaum Engineering	90	
S&B Infrastructure	90	

C.) Requesting authority for Drainage District to negotiate a Professional Agreement for Engineering Services with the number one ranked firm of \_\_\_\_\_, as it relates to the Hidalgo County Drainage District No. 1 New Administration Facility & Site Improvements Project.

BACKGROUND

Fiscal Impact

Attachments

*No file(s) attached.*

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2016 04:21 PM
Final Approval	Monica Badillo	06/16/2016 05:17 PM
Form Started By: Jaime Salazar		Started On: 06/16/2016 03:32 PM
Final Approval Date: 06/16/2016		