AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
October 4, 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 -56685**	A.) Request approval to create one (1) Safety Inspector position from the Maintenance & Operations Budget and set Salary at $45,923.00 B.) Approval of the Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of $15,873.63 to fund through the remainder of 2016.
7.	**AI -56721**	Requesting approval to accept bid and approval to execute Requirements Agreement with multiple vendors meeting all specified requirements for RFB No. HCDD1-16-043-09-14 "Inlets, Manholes and Related Items", subject to compliance with HB23 and/or HB1295.
8.	**AI -56718**	Recommending bid award and approval of contract to Roy's Hauling Service, Inc., sole responsible bidder meeting all requirements / specifications for RFB No. HCDD1-16-044-09-14, "Hauling Services of Construction Materials", subject to compliance with HB23 and/or HB1295.. (Contract # C-HCDD1-16-044-10-04)

9. **AI -56682** Requesting approval to terminate Agreement for Professional Engineering Services with DOS Logistics, Inc. with Hidalgo County Precinct 4 Alamo Control Structure project that was approved by Board of Directors on September 9, 2014.

10. **AI -56690** A.) Requesting approval of closing documents as they relate to Pct. 2 Fee Simple Right of Way Project - Parcel 26.

B.) Requesting approval of closing documents as they relate to Pct. 2 Fee Simple Right of Way Project - Parcel 27.

11. **AI -56684** **2013 BOND SERIES**
Requesting approval of Work Authorization No. 6 to Agreement No. HCDD1-16-008-02-12 with Urban Infrastructure Group, Inc. in the amount of $8,108.87 as it relates to Engineering Services for Pct. 1 - Mile 13 1/2 and 1015 area Drainage Improvement Project / Villa Drive. (Subject to HB1295)

12. **AI -56687** Discussion and status update as it relates to Interlocal Agreement between Hidalgo County Irrigation District No.1 and Hidalgo County Drainage District No. 1, Penitas Pump House.

13. **AI -56700** Requesting approval of final negotiated agreement with Quintanilla, Headley & Associates, Inc. as it relates to Professional Surveying Services for Mercedes Lateral Project. Approved for negotiations by HCDD1 Board on 06-07-2016.

14. **Closed Session:**
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**

15. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

18. **Adjourn**

AI -56685 **6.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Request approval to create one (1) Safety Inspector position from the Maintenance & Operations Budget and set Salary at $45,923.00
B.) Approval of the Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of $15,873.63 to fund through the remainder of 2016.

BACKGROUND

Fiscal Impact

Attachments

Budget Amendment Safety Inspector

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Alvaro Chuc Started On: 09/29/2016 03:36 PM

Final Approval Date: 09/30/2016

DATE	**10/4/2016**
DEPARTMENT HEAD	Raúl E. Sesin, P.E., CFM
DEPARTMENT NAME	Hidalgo County Drainage Distrirct
ACCOUNT NUMBER	**16-110-433-006-**

General Fund

SUBJECT: **Budget Amendment**

In Accordance with Water Code, Chapter 49
HIDALGO CONTY DRAINAGE DISTRICT #1 BOARD OF DIRECTORS

I would like to request the following amendments (increases) to my departmental budget in accordance with Water Code, Chapter 49

INCREASE OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
16-110-433-006-41130-000-000	Salaries Full Time Employees	$ 11,480.75
16-110-433-006-42110-000-000	Health Insurance	$ 1,542.00
16-110-433-006-42120-000-000	Life Insurance	$ 9.39
16-110-433-006-42200-000-000	FICA	$ 878.28
16-110-433-006-42300-000-000	Retirement	$ 1,503.98
16-110-433-006-42500-000-000	Unemployment	$ 114.80
16-110-433-006-42600-000-000	Worker's Compensation	$ 344.43
	TOTAL BUDGET INCREASE REQUEST	**$ 15,873.63**

REASON: Budget Amendment needed to fund new Safety Inspector position through December 31, 2016.

Department Head

Board Of Directors

DATE

DATE

AI -56721 **7.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bid and approval to execute Requirements Agreement with multiple vendors meeting all specified requirements for RFB No. HCDD1-16-043-09-14 "Inlets, Manholes and Related Items", subject to compliance with HB23 and/or HB1295.

BACKGROUND

AWARDED VENDORS:
-HD Supply Waterworks, Ltd - C-HCDD1-16-043A-10-04
-Rio Valley Pipe dba CAPA- C-HCDD1-16-043B-10-04

Fiscal Impact

Attachments

Participation Log
HD SUPPLY CONTRACT C-HCDD1-16-043A-10-04
RIO VALLEY PIPE- CAPA- C-HCDD1-16-043B-10-04
Bids Received

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Moises Salazar Started On: 09/30/2016 04:21 PM

Final Approval Date: 09/30/2016

HIDALGO COUNTY
DRAINAGE DISTRICT No. 1

VENDOR PARTICIPATION LOG

PROCUREMENT METHOD: [X] RFB [ ] RFP [ ] WRITTEN QUOTES [ ] CSP [ ] OTHER _____

PROJECT No.	HCDD1-16-043-09-14
PROJECT TITLE:	"Inlets, Manholes and Related Items"
BID OPENINGS DATE/TIME:	September 14, 2016 @ 9:30 AM

VENDOR/COMPANY NAME	PACKET SENT TO E-MAIL ADDRESS OR VIA OTHER (*)	DATE	PHONE NO
Rio Valley Pipe, LLC 3609 W. Palma Vista Dr. Palmview, TX 78572 Contact: Larry Hinojosa	sales@riovalleypipe.com sboyd@capatexas.com dmadrigal@capatexas.com sales@capatexas.com	09/07/16	Ph: 956-432-0600 Fax: 956-583-2086
Composite Access Products L.P. 5216 N. 26th Street McAllen, TX 78504 Contact: W. Chad Nunnery, President	wcnunnery@compositeap.com	09/07/16	Ph: 956-765-2907 Fax: 956-797-7455

- * VIA: (IP) = In Person , (FAX) = Via Fax, EMAIL

REQUIREMENTS AGREEMENT

C-HCDD1-16-043A-10-04

THIS AGREEMENT (the "Agreement") is entered into effective as of _**October 4, 2016**_ by and between **HD Supply Waterworks, Ltd** , a Texas Corporation ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Inlets, Manholes and Related Items"** (the "Product"), 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 determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year term with the buyer's sole option to extend this contract for an additional one (1) year under the same rates, terms and conditions. Buyer 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 October 04, 2016 and expire on October 03, 2017 and it is agreed that the Products will meet the specifications 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 Buyer to the location specified by the Hidalgo County Drainage District No.1 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 Drainage District No.1
902 N. Doolittle
Edinburg, TX. 78542

If to Seller: HD Supply Waterworks, Ltd
100 N. 1st Street
McAllen, TX 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 Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a 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 insurance in force on all persons and vehicles connected with providing products and/or services under this Contract naming Buyers 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 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 Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, 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 Drainage District No. 1 .

(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 Drainage District No. 1 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.

BUYER:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By:_____
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY: HD Supply Waterworks, Ltd

By:_____

Printed Name :_____

Title:_____

Approved by Board of Directors Court on:_____

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

By:_____ Date:_____

EXHIBIT"A"

SPECIFICATIONS

Hidalgo County

Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

August 29, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids-"Inlets, Manholes and Related Items"
Bid No.: HCDD1-16-043-09-14

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

Moises Salazar, Procurement Manager

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Inlets, Manholes and Related Items"

RFB NO.: HCDD1-16-043-09-14

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit A Specifications/Requirements	6
4.	Exhibit B Bid Page	9
5.	Exhibit C Insurance Requirements	4
6.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
7.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
8.	Exhibit E –Proposers Afidavit of Non-Collusion	1
9.	Vendor/Bidder Application and W-09 form(s)	6
10.	Certification Regarding Debarment	1
11.	Draft Contract	5
12.	Form HB 1295 **(For Information Only)** -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 www.ethics.state.tx.us/index.html .	1
13.	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 , 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.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Inlets, Manholes and Related Items"

BID OPENING DATE:
SEPTEMBER 14, 2016

RFB NO.: HCDD1-16-043-09-14

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- "Inlets, Manholes and Related 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 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.: HCDD1-16-043-09-14 - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "Inlets, Manholes and Related Items"** 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, SEPTEMBER 14, 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.: HCDD1-16-019-05-11 "Inlets, Manholes and Related Items"**

   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 Chairman of the Board 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. <u>DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery of goods and services 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. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- 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- "Inlets, Manholes and Related Items"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Purchase Order and Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**September 14, 2016**
Award of Contract	**, 2016**
Commence Work or Deliver Products	**, 2016**

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 acknowledgement 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 District 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 District, and, if applicable, the receipt by the District 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 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. Closner, 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. Once contract is awarded, in box 3 of Form 1295, you will provide the awarded contract number. 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 . 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 noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Inlets, Manholes and Related Items"

BID NO.: HCDD1-16-043-09-14

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: _____

BID SPECIFICATIONS

SPECIFICATIONS AND/OR REQUIREMENTS:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 ("District") is requesting sealed bids for goods and services for **"Inlets, Manholes and Related Items"** on an "**As Needed and as Requested Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

Bidder(s) shall supply, where needed (on an "as needed" basis) within the District's shop and/or job site, **"Inlets, Manholes and Related Items".**

Delivery will be to Hidalgo County Drainage District No. 1, 902 N. Doolittle Rd., Edinburg, TX, and/or to job site locations within Hidalgo County Drainage District No. 1 Area as needed.

I. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with the District for Inlets, Manholes and Related Items. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested.

There is no guarantee on annual volume.

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 for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

II. BID AWARD

Hidalgo County Drainage District No. 1 may award the bid 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 District. For evaluation and consideration of items bid, samples will be submitted upon request.

III. SPECIFICATIONS:

Categories and Sizes will be as follows:

Category A: Reinforced Concrete Precast Storm Manholes and Junction Boxes.
Category B: Glass-Fiber Reinforced Polyester (Fiberglass) Manholes.
Category C: Reinforced Concrete Precast Inlets.
Category D: Miscellaneous Related Items

BID SPECIFICATIONS

CATEGORY (A) –
REINFORCED CONCRETE PRECAST STROM MANHOLES AND JUNCTION BOXES

SCOPE
This item shall govern the furnishing of precast, reinforced concrete storm manholes and junction boxes with no bottom floors. Each item shall be precast as per the District's request in regard to the placement of the knockout(s). All manholes and junction boxes shall come with all appurtenances and ready to install; complete with frames, covers, rings, etc.

MATERIAL AND DESIGN
The material, assembly and construction of the reinforced circular concrete manholes shall be in accordance with ASTM C-478 Standard Specifications and testing shall be in accordance with ASTM C-497 Standard Test Methods. Square or rectangular manholes and junction boxes shall be manufactured in accordance with ASTM C-293 Standard Specifications. The concrete used in the manufacture the manholes and junction boxes shall have a minimum compressive strength of 4,000 PSI. The standard 24-inch cover and 32-inch ring (frame) shall be in accordance with ASTM A48 CL35 (Heavy Duty) Standard Specifications.

The Type "M" Manhole (Junction Box with Access) pipe riser shall be constructed of 36-inch, Class III reinforced concrete pipe, in accordance with ASTM C-76.

PAYMENT
Payments shall be full compensation for the furnishing and transporting of reinforced concrete precast manholes and junction boxes. This includes materials, labor, equipment, tools and incidentals necessary to transport and assemble each manhole and junction box.

CATEGORY (B) –
GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES

SCOPE
This item shall govern the furnishing of glass-fiber reinforced polyester (fiberglass) manholes with no bottom floors. All manholes shall come with all appurtenances and ready to install; complete with frames, covers, rings, sealants, inflow protectors, etc.

MATERIAL AND DESIGN
The material, assembly and construction of the glass-fiber reinforced polyester manholes shall be in accordance with ASTM D-3753 Standard Specifications and have a minimum dynamic load rating of 16,000 pounds. The standard 24-inch cover and 32-inch ring (frame) shall be in accordance with ASTM A48 CL35 (Heavy Duty) Standard Specifications.

DESCRIPTION
The exterior surface shall be relatively smooth with no sharp projections and shall be free of blisters larger than 0.50-inches in diameter. The interior surface shall be smooth and resin rich with no exposed fibers. The interior surface shall be free of delamination and blisters larger than 0.50-inches in diameter and wrinkles of 0.125-inches or greater in dept.

PAYMENT
Payments shall be full compensation for the furnishing and transporting of glass-fiber reinforced polyester manholes. This includes materials, labor, equipment, tools and incidentals necessary to transport and assemble each manhole.

BID SPECIFICATIONS

CATEGORY (C) –
REINFORCED CONCRETE PRECAST INLETS

SCOPE
This item shall govern the furnishing of precast, reinforced concrete inlets with no bottom floors. Each item shall be precast as per the District's request in regard to the placement of the knockout(s). All inlets shall come with all appurtenances and ready to install; complete with covers, grates, etc.

MATERIAL AND DESIGN
The inlets shall be constructed of concrete with a minimum compressive strength of 4,000 PSI with a single reinforcing cage with ASTM A82 welded wire fabric. The walls shall be 6 inches thick. The standard grate cover shall be bicycle inlet grate, unless otherwise requested.

PAYMENT
Payments shall be full compensation for the furnishing and transporting of reinforced concrete precast inlets. This includes materials, labor, equipment, tools and incidentals necessary to transport and assemble each inlet.

CATEGORY (D) –
MISCELLANEOUS ITEMS

SCOPE
This item shall govern the furnishing of miscellanies items pertaining to the reinforced concrete manholes and junction boxes, glass-fiber reinforced polyester (fiberglass) manholes and reinforced concrete inlets.

MATERIAL AND DESIGN
All items shall meet pertinent standards and specifications set forth in Categories A, B and C.

PAYMENT
Payments shall be full compensation for the furnishings and transporting of the miscellaneous items in this category. This includes materials, labor, equipment, tools and incidentals necessary to transport each item

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. The District 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. The District reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. The District may award the bid 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 District. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. The District 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 District.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, the District reserves the right to seek services from the next low bidder(s). In such event, The District 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 The District with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case The District 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, The District 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. In the event the material furnished does not meet all District's requirements regardless of weather, test's acceptability, method of repair or other conditions, the District reserves the option to require the material supplier to replace or to reimburse the District for unused portion of material found to be unsatisfactory.

10. 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, The District reserves the right to seek services from the next low bidder. In such event, the District shall charge the successful bidder the difference for any additional cost to such item.

11. The District 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 District to do so.

12. 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 District prior to any services being performed by the awarded bidder.

13. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of the District** 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.

14. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to The District.

15. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of Shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

Market Volatility and Unit Price Adjustments:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 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:

BID SPECIFICATIONS

1. Requesting Price Adjustment: Upon written request of the Vendor to the Drainage District, the District 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 Drainage District on the mailing lists for such publications so that the Drainage District can monitor said changes. Such membership shall be at no cost to the District.
    - The Hidalgo County Drainage District No. 1 retains the right to determine whether or not such proposed price changes are in the best interest of the District.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The District may only grant a price increase if the evidence presented is deemed reliable. Should the District 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.

2. Price Reduction: Vendor shall notify the Hidalgo County Drainage District No. 1 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 District 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 Dristrict shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. 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 District 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 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 Hidalgo County Drainage District No. 1 shall have sole discretion whether to grant the price increase extension. The District too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the District to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the District may at its own discretion, conduct temporary price adjustment reviews at any time. The Hidalgo Drainage District No. 1 reserves 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.

5. 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:

BID SPECIFICATIONS

All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Moises Salazar, Procurement Manager, 902 N. Doolittle Rd, Edinburg, Texas 78542. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7088, OR VIA E-MAIL to moises.salazar@hcdd1.org . NO LATER THAN, Thursday, September 8, 2016 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail on Friday, September 9, 2015 no later than 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

CATEGORY (A) –

I. REINFORCED CONCRETE PRECAST STORM MANHOLES AND JUNCTION BOXES

CONCENTRIC REINFORCED CONCRETE MANHOLES – *COMPLETE WITH FRAMES, RINGS AND COVERS* ***(NO BOTTOM FLOORS)***		
	48" DIAMETER MANHOLE	**60" DIAMETER MANHOLE**
3 FT		
3 ½ FT		
4 FT		
4 ½ FT		
5 FT		
5 ½ FT		
6 FT		
6 ½ FT		
7 FT		
7 ½ FT		
8 FT		
8 ½ FT		
9 FT		

BID PAGE

9 ½ FT		
10 FT		
10 ½ FT		
11 FT		
11 ½ FT		
12 FT		
12 ½ FT		
13 FT		
13 ½ FT		
14 FT		
14 ½ FT		
15 FT		

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

TYPE "M" MANHOLE (JUNCTION BOX WITH RISER) –
COMPLETE WITH FRAMES, RINGS AND COVERS
(NO BOTTOM FLOORS)

RISER HEIGHT	BOX SIZE								
	3 FT x 3 FT	3 FT X 4 FT	3 FT X 5 FT	4 FT X 4 FT	4 FT X 5 FT	4 FT X 6 FT	5 FT X 5 FT	5 FT X 6 FT	6 FT X 6 FT
BOX ONLY (NO RISER)									
1 FT									
2 FT									
2 FT									
4 FT									
5 FT									
6 FT									
7 FT									
8 FT									
9 FT									
10 FT									

BID PAGE

CATEGORY (B)

I. GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES

GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES – COMPLETE WITH FRAMES, RINGS AND COVERS, SEALANTS AND INFLOW PROTECTORS ***(NO BOTTOM FLOORS)***			
	48" DIAMETER MANHOLE	60" DIAMETER MANHOLE	72" DIAMETER MANHOLE
3 FT			
3 ½ FT			
4 FT			
4 ½ FT			
5 FT			
5 ½ FT			
6 FT			
6 ½ FT			
7 FT			
7 ½ FT			
8 FT			
8 ½ FT			

BID PAGE

9 FT			
9 ½ FT			
10 FT			
10 ½ FT			
11 FT			
11 ½ FT			
12 FT			
12 ½ FT			
13 FT			
13 ½ FT			
14 FT			
14 ½ FT			
15 FT			

BID PAGE

CATEGORY (C)

I. REINFORCED CONCRETE PRECAST INLETS

REINFORCED CONCRETE PRECAST INLETS – COMPLETE WITH COVERS & GRATE (NO BOTTOM FLOORS)																
DESCRIPTION	**2 ½'**	**3'**	**3 ½'**	**4'**	**4 ½'**	**5'**	**5 ½'**	**6'**	**6 ½'**	**7**	**7 1/2'**	**8'**	**8 ½'**	**9'**	**9 ½'**	**10'**
Type "A" Inlet 5' X 3'																
Type "A-1" Inlet 5' X 4'																
Type "A" (SPL-1) Inlet 5' X 3'																
Type "A-1" (SPL-1) Inlet 5' X 4'																
TYPE "C" INLET 2' X 2'																
TYPE "C" INLET 3' X 3'																
TYPE "C" INLET 4' X 4'																
TYPE "CC" INLET 5' X 3'																

BID PAGE

CATEGORY (D)

I. MISCELLANEOUS RELATED ITEMS

MISCELLANEOUS ITEMS - REINFORCED CONCRETE MANHOLE & INLET SINGLE ITEMS		
INLET GRATE	EA	
BICYCLE INLET GRATE	EA	
24" ROUND BICYCLE PROOF GRATE	EA	
32" RING AND 24"COVER	EA	
24" COVER ONLY	EA	
24" COVER WITH BOLT HOLES	EA	
MANHOLE COVER BOLTS	EA	
THROAT RING	EA	
6" X 6" INLET BLOCK (4,000 PSI CONCRETE)	EA	
48" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	
60" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	
48" CONCENTRIC CONE (24" X 30")	EA	
48" ECCENTRIC CONE (24" X 30")	EA	

BID PAGE

60" CONCENTRIC CONE (24" X 40")	EA	
48"MANHOLE SECTION – 1 FT	EA	
48" MANHOLE SECTION – 2 FT	EA	
48" MANHOLE SECTION – 3 FT	EA	
48" MANHOLE SECTION – 4 FT	EA	
60" MANHOLE SECTION – 1 FT	EA	
60" MANHOLE SECTION – 2 FT	EA	
60" MANHOLE SECTION – 3 FT	EA	
60" MANHOLE SECTION – 4 FT	EA	

MISCELLANEOUS ITEMS - FIBERGLASS MANHOLE SINGLE ITEMS		
32" RING AND 24"COVER	EA	
24"COVER ONLY	EA	
32" X 2" HDPE ADJUSTING RING	EA	
32" X 3" HDPE ADJUSTING RING	EA	
½" BUTYL SEALANT	EA	
32" RAIN GUARD/INFLOW PROTECTOR	EA	

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE/ FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
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

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.
	INSURERS AFFORDING COVERAGE
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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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 ***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

SAMPLE

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 ofthe bid packet in order to expedite the bid evaluation process. Failure to provide saiddocumentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT "D-1"

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

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 Drainage District No. 1 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 District's Board of Directors between proposal submission date and award by the Hidalgo County Drainage District Board of Directors.

(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 Drainage District No. 1 except as noted herein below:

Signature/Title: _____

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

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ **ENTRY DATE:** _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Drainage District No.1.

Company Name: **Telephone No. ( )**

Mailing Address: **Fax No. ( )**

City, State, Zip: **Tax I.D. No.:**

Remit to Address: **City, State, Zip:**

Representative(s) Name(s) & Title(s):

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation

_____ L.L.C. _____ Other, Specify_____

Federal Identification No. or (if individual) SS No.: _____

State of Incorporation: _____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker

_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____

_____

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

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

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

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: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

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** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT

C-HCDD1-16-043-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ by and between _____, a Texas Corporation ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Inlets, Manholes and Related Items"** (the "Product"), 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 determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year term with the buyer's sole option to extend this contract for an additional one (1) year under the same rates, terms and conditions. Buyer 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 _____ and expire on _____ _____ and it is agreed that the Products will meet the specifications 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 Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices

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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 Drainage District No.1
Attention: Manager

DRAFT

902 N. Doolittle
Edinburg, TX. 78542

If to Seller: _____
_____
_____
_____

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 Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a 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 insurance in force on all persons and vehicles connected with providing products and/or services under this Contract

DRAFT

naming Buyers 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 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 Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, 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 Drainage District No. 1 .

(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 Drainage District No. 1 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

DRAFT

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.

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By:_____
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY:_____

By:_____

Printed Name :_____

Title:_____

Approved by Board of Directors Court on:_____

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

By:_____ Date:_____

DRAFT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/File

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS

"Inlets, Manholes and Related Items"
RFB No.: HCDD1-16-043-09-14

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 "B" -BID PAGE

_____ Exhibit "C" Acknowledgement forms (page 3 and 4)

_____ Exhibit "D-1" 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.

EXHIBIT "B"

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

CATEGORY (A) –

I. REINFORCED CONCRETE PRECAST STORM MANHOLES AND JUNCTION BOXES

CONCENTRIC REINFORCED CONCRETE MANHOLES – *COMPLETE WITH FRAMES, RINGS AND COVERS* *(NO BOTTOM FLOORS)*		
	48" DIAMETER MANHOLE	60" DIAMETER MANHOLE
3 FT		
3 ½ FT		
4 FT		
4 ½ FT		
5 FT		
5 ½ FT	NO BID	
6 FT		
6 ½ FT		
7 FT		
7 ½ FT		
8 FT		
8 ½ FT		
9 FT		

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

9 ½ FT		
10 FT		
10 ½ FT		
11 FT		
11 ½ FT		
12 FT		
12 ½ FT	NO BID	
13 FT		
13 ½ FT		
14 FT		
14 ½ FT		
15 FT		

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

TYPE "M" MANHOLE (JUNCTION BOX WITH RISER) –
COMPLETE WITH FRAMES, RINGS AND COVERS
(NO BOTTOM FLOORS)

RISER HEIGHT	BOX SIZE								
	3 FT x 3 FT	3 FT X 4 FT	3 FT X 5 FT	4 FT X 4 FT	4 FT X 5 FT	4 FT X 6 FT	5 FT X 5 FT	5 FT X 6 FT	6 FT X 6 FT
BOX ONLY (NO RISER)									
1 FT									
2 FT									
2 FT									
4 FT									
5 FT				NO BID					
6 FT									
7 FT									
8 FT									
9 FT									
10 FT									

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

CATEGORY (B)

I. GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES

GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES – COMPLETE WITH FRAMES, RINGS AND COVERS, SEALANTS AND INFLOW PROTECTORS ***(NO BOTTOM FLOORS)***			
	48" DIAMETER MANHOLE	60" DIAMETER MANHOLE	72" DIAMETER MANHOLE
3 FT	$943.25	No Bid	No Bid
3 ½ FT	$995.05	No Bid	No Bid
4 FT	$1,047.02	No Bid	No Bid
4 ½ FT	$1,098.90	No Bid	No Bid
5 FT	$1,226.25	$2,010.04	$2,399.66
5 ½ FT	$1,195.25	$2,055.01	$2,521.96
6 FT	$1,243.43	$2,103.19	$2,633.13
6 ½ FT	$1,295.30	$2,173.60	$2,759.13
7 FT	$1,347.19	$2,269.49	$2,870.31
7 ½ FT	$1,399.07	$2,384.84	$2,992.60
8 FT	$1,443.54	$2,492.31	$3,107.49
8 ½ FT	$1,495.43	$2,588.66	$3,229.78

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

9 FT	$1,547.31	$2,681.31	$3,340.96
9 ½ FT	$1,595.49	$2,836.96	$3,463.25
10 FT	$1,643.66	$2,981.49	$3,578.13
10 ½ FT	$1,691.84	$3,088.96	$3,700.43
11 FT	$1,740.01	$3,148.25	$3,815.92
11 ½ FT	$1,788.19	$3,240.90	$3,937.60
12 FT	$1,836.37	$3,355.78	$4,048.78
12 ½ FT	$1,895.66	$3,454.43	$4,174.78
13 FT	$1,954.46	$3,496.29	$4,215.54
13 ½ FT	$1,999.43	$3,581.84	$4,334.13
14 FT	$2,032.78	$3,667.07	$4,445.31
14 ½ FT	$2,092.07	$3,693.01	$4,567.60
15 FT	$2,125.43	$3,903.41	$4,600.96

BID PAGE

CATEGORY (C)

I. REINFORCED CONCRETE PRECAST INLETS

REINFORCED CONCRETE PRECAST INLETS – COMPLETE WITH COVERS & GRATE (NO BOTTOM FLOORS)																
DESCRIPTION	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet 5' X 3'																
Type "A-1" Inlet 5' X 4'																
Type "A" (SPL-1) Inlet 5' X 3'																
Type "A-1" (SPL-1) Inlet 5' X 4'							NO BID									
TYPE "C" INLET 2' X 2'																
TYPE "C" INLET 3' X 3'																
TYPE "C" INLET 4' X 4'																
TYPE "CC" INLET 5' X 3'																

BID PAGE

CATEGORY (D)

I. MISCELLANEOUS RELATED ITEMS

MISCELLANEOUS ITEMS - REINFORCED CONCRETE MANHOLE & INLET SINGLE ITEMS		
INLET GRATE	EA	No Bid
BICYCLE INLET GRATE	EA	No Bid
24" ROUND BICYCLE PROOF GRATE	EA	No Bid
32" RING AND 24"COVER	EA	No Bid
24" COVER ONLY	EA	No Bid
24" COVER WITH BOLT HOLES	EA	No Bid
MANHOLE COVER BOLTS	EA	No Bid
THROAT RING	EA	No Bid
6" X 6" INLET BLOCK (4,000 PSI CONCRETE)	EA	No Bid
48" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	No Bid
60" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	No Bid
48" CONCENTRIC CONE (24" X 30")	EA	No Bid
48" ECCENTRIC CONE (24" X 30")	EA	No Bid

BID PAGE

60" CONCENTRIC CONE (24" X 40")	EA	No Bid
48"MANHOLE SECTION – 1 FT	EA	No Bid
48" MANHOLE SECTION – 2 FT	EA	No Bid
48" MANHOLE SECTION – 3 FT	EA	No Bid
48" MANHOLE SECTION – 4 FT	EA	No Bid
60" MANHOLE SECTION – 1 FT	EA	No Bid
60" MANHOLE SECTION – 2 FT	EA	No Bid
60" MANHOLE SECTION – 3 FT	EA	No Bid
60" MANHOLE SECTION – 4 FT	EA	No Bid

MISCELLANEOUS ITEMS - FIBERGLASS MANHOLE SINGLE ITEMS		
32" RING AND 24"COVER	EA	$307.50
24"COVER ONLY	EA	$164.93
32" X 2" HDPE ADJUSTING RING	EA	$65.00
32" X 3" HDPE ADJUSTING RING	EA	$65.00
½" BUTYL SEALANT	EA	$8.75
32" RAIN GUARD/INFLOW PROTECTOR	EA	$60.00

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	HD Supply Waterworks, Ltd.
ADDRESS:	100 N. 1st Street
CITY/STATE/ZIP CODE:	McAllen, Texas 78501
PHONE/ FAX NO'S:	Ph: 956-631-3341 / Fax: 956-687-5918
CELLULAR NO:	956-227-0502
E-MAIL ADDRESS:	joel.garcia@hdsupply.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Joel Garcia
TITLE	District Manager

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Contract No.: C-HCDD1-16-043A-10-04
HD SUPPLY WATERWORKS, LTD
AWARDED ITEMS SUMMARY

BID OPENING DATE: 09/14/16	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Inlets, Manholes and Related Items"

BID NO: HCDD1-16-043-09-14	**BUYER: Moises Salazar**

CATEGORY (A) –

I. REINFORCED CONCRETE PRECAST STORM MANHOLES AND JUNCTION BOXES

CONCENTRIC REINFORCED CONCRETE MANHOLES – *COMPLETE WITH FRAMES, RINGS AND COVERS* ***(NO BOTTOM FLOORS)***		VENDORS: **HD SUPPLY WATERWORKS, LTD**		
48" DIAMETER MANHOLE				
	3 FT	NO BID		
	3 ½ FT	NO BID		
	4 FT	NO BID		
	4 ½ FT	NO BID		
	5 FT	NO BID		
	5 ½ FT	NO BID		
	6 FT	NO BID		
	6 ½ FT	NO BID		
	7 FT	NO BID		
	7 ½ FT	NO BID		
	8 FT	NO BID		
	8 ½ FT	NO BID		
	9 FT	NO BID		
	9 ½ FT	NO BID		
	10 FT	NO BID		
	10 ½ FT	NO BID		
	11 FT	NO BID		
	11 ½ FT	NO BID		
	12 FT	NO BID		
	12 ½ FT	NO BID		
	13 FT	NO BID		
	13 ½ FT	NO BID		
	14 FT	NO BID		
	14 ½ FT	NO BID		
	15 FT	NO BID		
60" DIAMETER MANHOLE				
	3 FT	NO BID		
	3 ½ FT	NO BID		
	4 FT	NO BID		
	4 ½ FT	NO BID		
	5 FT	NO BID		
	5 ½ FT	NO BID		
	6 FT	NO BID		
	6 ½ FT	NO BID		
	7 FT	NO BID		
	7 ½ FT	NO BID		
	8 FT	NO BID		
	8 ½ FT	NO BID		
	9 FT	NO BID		

	9 ½ FT	NO BID		
	10 FT	NO BID		
	10 ½ FT	NO BID		
	11 FT	NO BID		
	11 ½ FT	NO BID		
	12 FT	NO BID		
	12 ½ FT	NO BID		
	13 FT	NO BID		
	13 ½ FT	NO BID		
	14 FT	NO BID		
	14 ½ FT	NO BID		
	15 FT	NO BID		

TYPE "M" MANHOLE (JUNCTION BOX WITH RISER) – *COMPLETE WITH FRAMES, RINGS AND COVERS* ***(NO BOTTOM FLOORS)***		VENDORS: **HD SUPPLY WATERWORKS, LTD**		
BOX SIZE: **3 FT x 3 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		
BOX SIZE: **3 FT x 4 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		
BOX SIZE: **3 FT x 5 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		

BOX SIZE: **4 FT x 4 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		
BOX SIZE: **4 FT x 5 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		
BOX SIZE: **4 FT x 6 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		
BOX SIZE: **5 FT x 5 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		
BOX SIZE: **5 FT x 6 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		

	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		
BOX SIZE: **6 FT x 6 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)	NO BID		
	1 FT	NO BID		
	2 FT	NO BID		
	2 FT	NO BID		
	4 FT	NO BID		
	5 FT	NO BID		
	6 FT	NO BID		
	7 FT	NO BID		
	8 FT	NO BID		
	9 FT	NO BID		
	10 FT	NO BID		

CATEGORY (B) –				
I. GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES				
GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES – COMPLETE WITH FRAMES, RINGS AND COVERS, SEALANTS AND INFLOW PROTECTORS ***(NO BOTTOM FLOORS)***		VENDORS: **HD SUPPLY WATERWORKS, LTD**		
48" DIAMETER MANHOLE				
	3 FT	**$943.25**		
	3 ½ FT	**$995.05**		
	4 FT	**$1,047.02**		
	4 ½ FT	**$1,098.90**		
	5 FT	**$1,226.25**		
	5 ½ FT	**$1,195.25**		
	6 FT	**$1,243.43**		
	6 ½ FT	**$1,295.30**		
	7 FT	**$1,347.19**		
	7 ½ FT	**$1,399.07**		
	8 FT	**$1,443.54**		
	8 ½ FT	**$1,495.43**		
	9 FT	**$1,547.31**		
	9 ½ FT	**$1,595.49**		
	10 FT	**$1,643.66**		
	10 ½ FT	**$1,691.84**		
	11 FT	**$1,740.01**		
	11 ½ FT	**$1,788.19**		
	12 FT	**$1,836.37**		
	12 ½ FT	**$1,895.66**		
	13 FT	**$1,954.46**		

	13 ½ FT	**$1,999.43**		
	14 FT	**$2,032.78**		
	14 ½ FT	**$2,092.07**		
	15 FT	**$2,125.43**		
60” DIAMETER MANHOLE				
	3 FT	NO BID		
	3 ½ FT	NO BID		
	4 FT	NO BID		
	4 ½ FT	NO BID		
	5 FT	**$2,010.04**		
	5 ½ FT	**$2,055.01**		
	6 FT	**$2,103.19**		
	6 ½ FT	**$2,173.60**		
	7 FT	**$2,269.49**		
	7 ½ FT	**$2,384.84**		
	8 FT	**$2,492.31**		
	8 ½ FT	**$2,588.66**		
	9 FT	**$2,681.31**		
	9 ½ FT	**$2,836.96**		
	10 FT	**$2,981.49**		
	10 ½ FT	**$3,088.96**		
	11 FT	**$3,148.25**		
	11 ½ FT	**$3,240.90**		
	12 FT	**$3,355.79**		
	12 ½ FT	**$3,454.43**		
	13 FT	**$3,496.29**		
	13 ½ FT	**$3,581.84**		
	14 FT	**$3,667.07**		
	14 ½ FT	**$3,693.01**		
	15 FT	**$3,903.41**		
72” DIAMETER MANHOLE				
	3 FT	NO BID		
	3 ½ FT	NO BID		
	4 FT	NO BID		
	4 ½ FT	NO BID		
	5 FT	**$2,399.66**		
	5 ½ FT	**$2,521.96**		
	6 FT	**$2,633.13**		
	6 ½ FT	**$2,759.13**		
	7 FT	**$2,870.31**		
	7 ½ FT	**$2,992.60**		
	8 FT	**$3,107.49**		
	8 ½ FT	**$3,229.78**		
	9 FT	**$3,340.96**		
	9 ½ FT	**$3,463.25**		
	10 FT	**$3,578.13**		
	10 ½ FT	**$3,700.43**		
	11 FT	**$3,815.92**		

	11 ½ FT	**$3,937.60**		
	12 FT	**$4,048.78**		
	12 ½ FT	**$4,174.78**		
	13 FT	**$4,215.54**		
	13 ½ FT	**$4,334.13**		
	14 FT	**$4,445.31**		
	14 ½ FT	**$4,567.60**		
	15 FT	**$4,600.96**		

CATEGORY (C) –				
I. REINFORCED CONCRETE PRECAST INLETS				
REINFORCED CONCRETE PRECAST INLETS – COMPLETE WITH COVERS & GRATE (NO BOTTOM FLOORS)		VENDORS:		
		HD SUPPLY WATERWORKS, LTD		
Type "A" Inlet 5' X 3'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		
	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		
	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		
Type "A-1" Inlet 5' X 4'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		
	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		
	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		
Type "A" (SPL1) Inlet 5' X 3'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		

	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		
	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		
Type "A-1" (SPL-1) Inlet 5' X 4'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		
	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		
	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		
Type "C" Inlet 2' X 2'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		
	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		
	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		
Type "C" Inlet 3' X 3'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		
	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		

	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		
Type "C" Inlet 4' X 4'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		
	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		
	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		
Type "CC" Inlet 5' X 3'				
	2 ½'	NO BID		
	3'	NO BID		
	3 ½'	NO BID		
	4'	NO BID		
	4 ½'	NO BID		
	5'	NO BID		
	5 ½'	NO BID		
	6'	NO BID		
	6 ½'	NO BID		
	7'	NO BID		
	7 ½'	NO BID		
	8'	NO BID		
	8 ½'	NO BID		
	9	NO BID		
	9 ½'	NO BID		
	10'	NO BID		

CATEGORY (D) –

I. MISCELLANEOUS RELATED ITEMS

MISCELLANEOUS ITEMS - REINFORCED CONCRETE MANHOLE & INLET SINGLE ITEMS		VENDORS: **HD SUPPLY WATERWORKS, LTD**		
INLET GRATE	EA	NO BID		
BICYCLE INLET GRATE	EA	NO BID		
24" ROUND BICYCLE PROOF GRATE	EA	NO BID		
32" RING AND 24"COVER	EA	NO BID		
24" COVER ONLY	EA	NO BID		
24" COVER WITH BOLT HOLES	EA	NO BID		
MANHOLE COVER BOLTS	EA	NO BID		
THROAT RING	EA	NO BID		
6" X 6" INLET BLOCK (4,000 PSI CONCRETE)	EA	NO BID		
48" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	NO BID		
60" DIAMETER SEGMENTAL BLOCK	EA	NO BID		

(4,000 PSI CONCRETE)				
48" CONCENTRIC CONE (24" X 30")	EA	NO BID		
48" ECCENTRIC CONE (24" X 30")	EA	NO BID		
60" CONCENTRIC CONE (24" X 40")	EA	NO BID		
48"MANHOLE SECTION – 1 FT	EA	NO BID		
48" MANHOLE SECTION – 2 FT	EA	NO BID		
48" MANHOLE SECTION – 3 FT	EA	NO BID		
48" MANHOLE SECTION – 4 FT	EA	NO BID		
60" MANHOLE SECTION – 1 FT	EA	NO BID		
60" MANHOLE SECTION – 2 FT	EA	NO BID		
60" MANHOLE SECTION – 3 FT	EA	NO BID		
60" MANHOLE SECTION – 4 FT	EA	NO BID		
MISCELLANEOUS ITEMS - FIBERGLASS MANHOLE SINGLE ITEMS				
32" RING AND 24"COVER	EA	**$307.50**		
24"COVER ONLY	EA	**$164.93**		
32" X 2" HDPE ADJUSTING RING	EA	**$65.00**		
32" X 3" HDPE ADJUSTING RING	EA	**$65.00**		
½" BUTYL SEALANT	EA	**$8.75**		
32" RAIN GUARD/INFLOW PROTECTOR	EA	**$60.00**		

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/13/2016

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
HD Supply, Inc. and its subsidiaries Cumberland Center II 3100 Cumberland Blvd Atlanta GA 30339 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: American Home Assurance Co.	19380
	INSURER D: Illinois National Insurance Co	23817
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570063593071 **REVISION NUMBER:**

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL3796702	08/30/2016	08/30/2017	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 2935911 AOS	08/30/2016	08/30/2017	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
A	X ANY AUTO			CA 2935910 MA	08/30/2016	08/30/2017	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
A	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CA 2935912 VA	08/30/2016	08/30/2017	PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC014111982 AOS	08/30/2016	08/30/2017	X PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		WC014111985 AK, AZ, VA	08/30/2016	08/30/2017	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							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)

RE: Bid No. HCDD1-16-043-09-14, Bid for Inlets, Manholes and Related Items, Bid Date: September 14, 2016. Hidalgo County Drainage District No. 1 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Hidalgo County Drainage District No. 1
Attn: Moises Salazar
902 N. Doolittle
Edinburg TX 78542 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier : CFI

Certificate No : 570063593071

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REQUIREMENTS AGREEMENT

C-HCDD1-16-043B-10-04

THIS AGREEMENT (the "Agreement") is entered into effective as of **October 4, 2016** by and between **Rio Valley Pipe dba CAPA**, a Texas Corporation ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Inlets, Manholes and Related Items"** (the "Product"), 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 determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year term with the buyer's sole option to extend this contract for an additional one (1) year under the same rates, terms and conditions. Buyer 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 October 04, 2016 and expire on October 03, 2017 and it is agreed that the Products will meet the specifications 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 Buyer to the location specified by the Hidalgo County Drainage District No.1 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 Drainage District No.1

902 N. Doolittle
Edinburg, TX. 78542

If to Seller: Rio Valley Pipe dba CAPA
3609 West Palma Vista Drive
Palmview, TX 78572

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 Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a 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 insurance in force on all persons and

vehicles connected with providing products and/or services under this Contract naming Buyers 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 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 Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, 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 Drainage District No. 1 .

(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 Drainage District No. 1 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.

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By:_____
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY: Rio Valley Pipe, LLC dba CAPA

By:_____

Printed Name :_____

Title:_____

Approved by Board of Directors Court on:_____

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

By:_____ Date:_____

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County

Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

August 29, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids-"Inlets, Manholes and Related Items"
Bid No.: HCDD1-16-043-09-14

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

Moises Salazar, Procurement Manager

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Inlets, Manholes and Related Items"

RFB NO.: HCDD1-16-043-09-14

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit A Specifications/Requirements	6
4.	Exhibit B Bid Page	9
5.	Exhibit C Insurance Requirements	4
6.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
7.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
8.	Exhibit E –Proposers Afidavit of Non-Collusion	1
9.	Vendor/Bidder Application and W-09 form(s)	6
10.	Certification Regarding Debarment	1
11.	Draft Contract	5
12.	Form HB 1295 **(For Information Only)** -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 www.ethics.state.tx.us/index.html .	1
13.	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 , 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.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Inlets, Manholes and Related Items"

BID OPENING DATE:
SEPTEMBER 14, 2016

RFB NO.: HCDD1-16-043-09-14

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- "Inlets, Manholes and Related 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 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.: HCDD1-16-043-09-14 - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "Inlets, Manholes and Related Items"** 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, SEPTEMBER 14, 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.: HCDD1-16-019-05-11 "Inlets, Manholes and Related Items"**

   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 Chairman of the Board 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. <u>DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery of goods and services 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. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- 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- "Inlets, Manholes and Related Items"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Purchase Order and Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**September 14, 2016**
Award of Contract	**, 2016**
Commence Work or Deliver Products	**, 2016**

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 acknowledgement 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 District 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 District, and, if applicable, the receipt by the District 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 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. Closner, 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. Once contract is awarded, in box 3 of Form 1295, you will provide the awarded contract number. 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 . 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 noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Inlets, Manholes and Related Items"

BID NO.: HCDD1-16-043-09-14

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: _____

BID SPECIFICATIONS

SPECIFICATIONS AND/OR REQUIREMENTS:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 ("District") is requesting sealed bids for goods and services for **"Inlets, Manholes and Related Items"** on an "**As Needed and as Requested Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

Bidder(s) shall supply, where needed (on an "as needed" basis) within the District's shop and/or job site, **"Inlets, Manholes and Related Items".**

Delivery will be to Hidalgo County Drainage District No. 1, 902 N. Doolittle Rd., Edinburg, TX, and/or to job site locations within Hidalgo County Drainage District No. 1 Area as needed.

I. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with the District for Inlets, Manholes and Related Items. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested.

There is no guarantee on annual volume.

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 for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL ITEMS LISTED AT THE REQUESTED SITE(S).**

II. BID AWARD

Hidalgo County Drainage District No. 1 may award the bid 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 District. For evaluation and consideration of items bid, samples will be submitted upon request.

III. SPECIFICATIONS:

Categories and Sizes will be as follows:

Category A: Reinforced Concrete Precast Storm Manholes and Junction Boxes.
Category B: Glass-Fiber Reinforced Polyester (Fiberglass) Manholes.
Category C: Reinforced Concrete Precast Inlets.
Category D: Miscellaneous Related Items

BID SPECIFICATIONS

CATEGORY (A) –
REINFORCED CONCRETE PRECAST STROM MANHOLES AND JUNCTION BOXES

SCOPE
This item shall govern the furnishing of precast, reinforced concrete storm manholes and junction boxes with no bottom floors. Each item shall be precast as per the District's request in regard to the placement of the knockout(s). All manholes and junction boxes shall come with all appurtenances and ready to install; complete with frames, covers, rings, etc.

MATERIAL AND DESIGN
The material, assembly and construction of the reinforced circular concrete manholes shall be in accordance with ASTM C-478 Standard Specifications and testing shall be in accordance with ASTM C-497 Standard Test Methods. Square or rectangular manholes and junction boxes shall be manufactured in accordance with ASTM C-293 Standard Specifications. The concrete used in the manufacture the manholes and junction boxes shall have a minimum compressive strength of 4,000 PSI. The standard 24-inch cover and 32-inch ring (frame) shall be in accordance with ASTM A48 CL35 (Heavy Duty) Standard Specifications.

The Type "M" Manhole (Junction Box with Access) pipe riser shall be constructed of 36-inch, Class III reinforced concrete pipe, in accordance with ASTM C-76.

PAYMENT
Payments shall be full compensation for the furnishing and transporting of reinforced concrete precast manholes and junction boxes. This includes materials, labor, equipment, tools and incidentals necessary to transport and assemble each manhole and junction box.

CATEGORY (B) –
GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES

SCOPE
This item shall govern the furnishing of glass-fiber reinforced polyester (fiberglass) manholes with no bottom floors. All manholes shall come with all appurtenances and ready to install; complete with frames, covers, rings, sealants, inflow protectors, etc.

MATERIAL AND DESIGN
The material, assembly and construction of the glass-fiber reinforced polyester manholes shall be in accordance with ASTM D-3753 Standard Specifications and have a minimum dynamic load rating of 16,000 pounds. The standard 24-inch cover and 32-inch ring (frame) shall be in accordance with ASTM A48 CL35 (Heavy Duty) Standard Specifications.

DESCRIPTION
The exterior surface shall be relatively smooth with no sharp projections and shall be free of blisters larger than 0.50-inches in diameter. The interior surface shall be smooth and resin rich with no exposed fibers. The interior surface shall be free of delamination and blisters larger than 0.50-inches in diameter and wrinkles of 0.125-inches or greater in dept.

PAYMENT
Payments shall be full compensation for the furnishing and transporting of glass-fiber reinforced polyester manholes. This includes materials, labor, equipment, tools and incidentals necessary to transport and assemble each manhole.

BID SPECIFICATIONS

CATEGORY (C) –
REINFORCED CONCRETE PRECAST INLETS

SCOPE
This item shall govern the furnishing of precast, reinforced concrete inlets with no bottom floors. Each item shall be precast as per the District's request in regard to the placement of the knockout(s). All inlets shall come with all appurtenances and ready to install; complete with covers, grates, etc.

MATERIAL AND DESIGN
The inlets shall be constructed of concrete with a minimum compressive strength of 4,000 PSI with a single reinforcing cage with ASTM A82 welded wire fabric. The walls shall be 6 inches thick. The standard grate cover shall be bicycle inlet grate, unless otherwise requested.

PAYMENT
Payments shall be full compensation for the furnishing and transporting of reinforced concrete precast inlets. This includes materials, labor, equipment, tools and incidentals necessary to transport and assemble each inlet.

CATEGORY (D) –
MISCELLANEOUS ITEMS

SCOPE
This item shall govern the furnishing of miscellanies items pertaining to the reinforced concrete manholes and junction boxes, glass-fiber reinforced polyester (fiberglass) manholes and reinforced concrete inlets.

MATERIAL AND DESIGN
All items shall meet pertinent standards and specifications set forth in Categories A, B and C.

PAYMENT
Payments shall be full compensation for the furnishings and transporting of the miscellaneous items in this category. This includes materials, labor, equipment, tools and incidentals necessary to transport each item

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. The District 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. The District reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. The District may award the bid 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 District. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows.

5. The District 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 District.

6. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, the District reserves the right to seek services from the next low bidder(s). In such event, The District 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 The District with thirty (30) days written notice prior to cancellation.

8. It is understood and agreed that in case The District 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, The District 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. In the event the material furnished does not meet all District's requirements regardless of weather, test's acceptability, method of repair or other conditions, the District reserves the option to require the material supplier to replace or to reimburse the District for unused portion of material found to be unsatisfactory.

10. 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, The District reserves the right to seek services from the next low bidder. In such event, the District shall charge the successful bidder the difference for any additional cost to such item.

11. The District 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 District to do so.

12. 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 District prior to any services being performed by the awarded bidder.

13. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of the District** 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.

14. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to The District.

15. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of Shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

Market Volatility and Unit Price Adjustments:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 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:

BID SPECIFICATIONS

1. Requesting Price Adjustment: Upon written request of the Vendor to the Drainage District, the District 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 Drainage District on the mailing lists for such publications so that the Drainage District can monitor said changes. Such membership shall be at no cost to the District.
    - The Hidalgo County Drainage District No. 1 retains the right to determine whether or not such proposed price changes are in the best interest of the District.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The District may only grant a price increase if the evidence presented is deemed reliable. Should the District 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.

2. Price Reduction: Vendor shall notify the Hidalgo County Drainage District No. 1 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 District 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 Dristrict shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. 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 District 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 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 Hidalgo County Drainage District No. 1 shall have sole discretion whether to grant the price increase extension. The District too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the District to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the District may at its own discretion, conduct temporary price adjustment reviews at any time. The Hidalgo Drainage District No. 1 reserves 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.

5. 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:

BID SPECIFICATIONS

All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Moises Salazar, Procurement Manager, 902 N. Doolittle Rd, Edinburg, Texas 78542. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7088, OR VIA E-MAIL to moises.salazar@hcdd1.org . NO LATER THAN, Thursday, September 8, 2016 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail on Friday, September 9, 2015 no later than 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

CATEGORY (A) –

I. REINFORCED CONCRETE PRECAST STORM MANHOLES AND JUNCTION BOXES

CONCENTRIC REINFORCED CONCRETE MANHOLES – *COMPLETE WITH FRAMES, RINGS AND COVERS* ***(NO BOTTOM FLOORS)***		
	48" DIAMETER MANHOLE	**60" DIAMETER MANHOLE**
3 FT		
3 ½ FT		
4 FT		
4 ½ FT		
5 FT		
5 ½ FT		
6 FT		
6 ½ FT		
7 FT		
7 ½ FT		
8 FT		
8 ½ FT		
9 FT		

BID PAGE

9 ½ FT		
10 FT		
10 ½ FT		
11 FT		
11 ½ FT		
12 FT		
12 ½ FT		
13 FT		
13 ½ FT		
14 FT		
14 ½ FT		
15 FT		

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

TYPE "M" MANHOLE (JUNCTION BOX WITH RISER) –
COMPLETE WITH FRAMES, RINGS AND COVERS
(NO BOTTOM FLOORS)

RISER HEIGHT	BOX SIZE								
	3 FT x 3 FT	3 FT X 4 FT	3 FT X 5 FT	4 FT X 4 FT	4 FT X 5 FT	4 FT X 6 FT	5 FT X 5 FT	5 FT X 6 FT	6 FT X 6 FT
BOX ONLY (NO RISER)									
1 FT									
2 FT									
2 FT									
4 FT									
5 FT									
6 FT									
7 FT									
8 FT									
9 FT									
10 FT									

BID PAGE

CATEGORY (B)

I. GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES

GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES – COMPLETE WITH FRAMES, RINGS AND COVERS, SEALANTS AND INFLOW PROTECTORS ***(NO BOTTOM FLOORS)***			
	48" DIAMETER MANHOLE	60" DIAMETER MANHOLE	72" DIAMETER MANHOLE
3 FT			
3 ½ FT			
4 FT			
4 ½ FT			
5 FT			
5 ½ FT			
6 FT			
6 ½ FT			
7 FT			
7 ½ FT			
8 FT			
8 ½ FT			

BID PAGE

9 FT			
9 ½ FT			
10 FT			
10 ½ FT			
11 FT			
11 ½ FT			
12 FT			
12 ½ FT			
13 FT			
13 ½ FT			
14 FT			
14 ½ FT			
15 FT			

BID PAGE

CATEGORY (C)

I. REINFORCED CONCRETE PRECAST INLETS

REINFORCED CONCRETE PRECAST INLETS – COMPLETE WITH COVERS & GRATE (NO BOTTOM FLOORS)																
DESCRIPTION	**2 ½'**	**3'**	**3 ½'**	**4'**	**4 ½'**	**5'**	**5 ½'**	**6'**	**6 ½'**	**7**	**7 1/2'**	**8'**	**8 ½'**	**9'**	**9 ½'**	**10'**
Type "A" Inlet 5' X 3'																
Type "A-1" Inlet 5' X 4'																
Type "A" (SPL-1) Inlet 5' X 3'																
Type "A-1" (SPL-1) Inlet 5' X 4'																
TYPE "C" INLET 2' X 2'																
TYPE "C" INLET 3' X 3'																
TYPE "C" INLET 4' X 4'																
TYPE "CC" INLET 5' X 3'																

BID PAGE

CATEGORY (D)

I. MISCELLANEOUS RELATED ITEMS

MISCELLANEOUS ITEMS - REINFORCED CONCRETE MANHOLE & INLET SINGLE ITEMS		
INLET GRATE	EA	
BICYCLE INLET GRATE	EA	
24" ROUND BICYCLE PROOF GRATE	EA	
32" RING AND 24"COVER	EA	
24" COVER ONLY	EA	
24" COVER WITH BOLT HOLES	EA	
MANHOLE COVER BOLTS	EA	
THROAT RING	EA	
6" X 6" INLET BLOCK (4,000 PSI CONCRETE)	EA	
48" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	
60" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	
48" CONCENTRIC CONE (24" X 30")	EA	
48" ECCENTRIC CONE (24" X 30")	EA	

BID PAGE

60" CONCENTRIC CONE (24" X 40")	EA	
48"MANHOLE SECTION – 1 FT	EA	
48" MANHOLE SECTION – 2 FT	EA	
48" MANHOLE SECTION – 3 FT	EA	
48" MANHOLE SECTION – 4 FT	EA	
60" MANHOLE SECTION – 1 FT	EA	
60" MANHOLE SECTION – 2 FT	EA	
60" MANHOLE SECTION – 3 FT	EA	
60" MANHOLE SECTION – 4 FT	EA	

MISCELLANEOUS ITEMS - FIBERGLASS MANHOLE SINGLE ITEMS		
32" RING AND 24"COVER	EA	
24"COVER ONLY	EA	
32" X 2" HDPE ADJUSTING RING	EA	
32" X 3" HDPE ADJUSTING RING	EA	
½" BUTYL SEALANT	EA	
32" RAIN GUARD/INFLOW PROTECTOR	EA	

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE/ FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
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

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.
	INSURERS AFFORDING COVERAGE
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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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 ***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

SAMPLE

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 ofthe bid packet in order to expedite the bid evaluation process. Failure to provide saiddocumentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT "D-1"

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

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 Drainage District No. 1 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 District's Board of Directors between proposal submission date and award by the Hidalgo County Drainage District Board of Directors.

(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 Drainage District No. 1 except as noted herein below:

Signature/Title: _____

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

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ **ENTRY DATE:** _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Drainage District No.1.

Company Name: **Telephone No. ( )**

Mailing Address: **Fax No. ( )**

City, State, Zip: **Tax I.D. No.:**

Remit to Address: **City, State, Zip:**

Representative(s) Name(s) & Title(s):

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation

_____ L.L.C. _____ Other, Specify_____

Federal Identification No. or (if individual) SS No.: _____

State of Incorporation: _____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker

_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____

_____

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

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

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

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: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

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** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT

C-HCDD1-16-043-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ by and between _____, a Texas Corporation ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Inlets, Manholes and Related Items"** (the "Product"), 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 determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year term with the buyer's sole option to extend this contract for an additional one (1) year under the same rates, terms and conditions. Buyer 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 _____ and expire on _____ _____ and it is agreed that the Products will meet the specifications 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 Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices

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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 Drainage District No.1
Attention: Manager

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902 N. Doolittle
Edinburg, TX. 78542

If to Seller: _____
_____
_____
_____

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 Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a 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 insurance in force on all persons and vehicles connected with providing products and/or services under this Contract

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naming Buyers 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 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 Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, 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 Drainage District No. 1 .

(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 Drainage District No. 1 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

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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.

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By:_____
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY:_____

By:_____

Printed Name :_____

Title:_____

Approved by Board of Directors Court on:_____

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

By:_____ Date:_____

DRAFT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/File

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS

"Inlets, Manholes and Related Items"
RFB No.: HCDD1-16-043-09-14

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 "B" -BID PAGE

_____ Exhibit "C" Acknowledgement forms (page 3 and 4)

_____ Exhibit "D-1" 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.

EXHIBIT "B"

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

CATEGORY (A) –

I. REINFORCED CONCRETE PRECAST STORM MANHOLES AND JUNCTION BOXES

CONCENTRIC REINFORCED CONCRETE MANHOLES – COMPLETE WITH FRAMES, RINGS AND COVERS (NO BOTTOM FLOORS)		
	48" DIAMETER MANHOLE	60" DIAMETER MANHOLE
3 FT	614.40	747.05
3 ½ FT	668.40	765.05
4 FT	703.55	885.05
4 ½ FT	771.20	903.05
5 FT	789.20	980.50
5 ½ FT	863.80	998.50
6 FT	881.80	1,153.00
6 ½ FT	952.90	1,171.00
7 FT	970.90	1,288.70
7 ½ FT	1,024.90	1,306.70
8 FT	1,056.90	1,386.45
8 ½ FT	1,131.20	1,404.45
9 FT	1,149.20	1,558.95

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

9 ½ FT	1,220.30	1,576.95
10 FT	1,238.30	1,694.65
10 ½ FT	1,309.40	1,712.65
11 FT	1,327.40	1,830.35
11 ½ FT	1,398.55	1,848.35
12 FT	1,416.55	1,968.35
12 ½ FT	1,484.20	1,986.35
13 FT	1,502.20	2,063.80
13 ½ FT	1,576.80	2,081.80
14 FT	1,594.80	2,236.30
14 ½ FT	1,665.90	2,254.30
15 FT	1,683.90	2,372.00

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

TYPE "M" MANHOLE (JUNCTION BOX WITH RISER) –
COMPLETE WITH FRAMES, RINGS AND COVERS
(NO BOTTOM FLOORS)

RISER HEIGHT	BOX SIZE								
	3 FT x 3 FT	3 FT X 4 FT	3 FT X 5 FT	4 FT X 4 FT	4 FT X 5 FT	4 FT X 6 FT	5 FT X 5 FT	5 FT X 6 FT	6 FT X 6 FT
BOX ONLY (NO RISER)									
1 FT									
2 FT									
2 FT									
4 FT									
5 FT									
6 FT									
7 FT									
8 FT									
9 FT									
10 FT									

BID PAGE

CATEGORY (B)

I. GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES

GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES – COMPLETE WITH FRAMES, RINGS AND COVERS, SEALANTS AND INFLOW PROTECTORS ***(NO BOTTOM FLOORS)***			
	48" DIAMETER MANHOLE	60" DIAMETER MANHOLE	72" DIAMETER MANHOLE
3 FT			
3 ½ FT			
4 FT			
4 ½ FT			
5 FT			
5 ½ FT			
6 FT			
6 ½ FT			
7 FT			
7 ½ FT			
8 FT			
8 ½ FT			

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

9 FT			
9 ½ FT			
10 FT			
10 ½ FT			
11 FT			
11 ½ FT			
12 FT			
12 ½ FT			
13 FT			
13 ½ FT			
14 FT			
14 ½ FT			
15 FT			

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

CATEGORY (C)

I. REINFORCED CONCRETE PRECAST INLETS

REINFORCED CONCRETE PRECAST INLETS – COMPLETE WITH COVERS & GRATE (NO BOTTOM FLOORS)																
DESCRIPTION	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
Type "A" Inlet 5' X 3'	904.15	908.95	928.50	968.60	1,023.15	1,079.05	1,143.25	1,224.10	1,293.85	1363.60	1,430.55	1,483.68	1,495.45	1,516.35	1,637.80	1,693.80
Type "A-1" Inlet 5' X 4'																
Type "A" (SPL-1) Inlet 5' X 3'																
Type "A-1" (SPL-1) Inlet 5' X 4'																
TYPE "C" INLET 2' X 2'	440.00	1,016.80	753.55	806.80	863.55	918.80	973.55	1026.80	1090.65	1,136.80	1,193.55	1,246.75	1303.55	1356.80	1413.55	1,466.80
TYPE "C" INLET 3' X 3'	829.80	901.50	973.30	1,044.90	1,116.60	1,188.30	1,260.00	1,331.70	1,403.40	1,475.10	1546.80	1618.50	1,690.30	1,761.90	1,833.60	1,905.30
TYPE "C" INLET 4' X 4'	1,136.60	1,240.15	1,347.35	1,456.80	1,554.35	1,661.45	1,765.00	1,868.55	1,972.05	2,079.15	2,182.70	2,286.25	2,393.35	2,500.45	2,604.00	2,711.10
TYPE "CC" INLET 5' X 3'	1269.95	1,268.10	1288.85	1,301.05	1358.65	1,414.55	1478.75	1559.60	1629.35	1699.10	1,766.05	1819.15	1848.90	1,904.80	1969.00	2015.30

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

CATEGORY (D)

I. MISCELLANEOUS RELATED ITEMS

MISCELLANEOUS ITEMS - REINFORCED CONCRETE MANHOLE & INLET SINGLE ITEMS		
INLET GRATE	EA	2X2 = $320.00 ; 3X3 $418.00 ; 4X4 $520.00
BICYCLE INLET GRATE	EA	2X2 = $330.00 ; 3X3 $434.50 ; 4X4 $575.00
24" ROUND BICYCLE PROOF GRATE	EA	NO BID
32" RING AND 24"COVER	EA	(V-1342 - Heavy Duty) $325.00
24" COVER ONLY	EA	(V-1342-Heavy Duty) $225.00
24" COVER WITH BOLT HOLES	EA	NO BID
MANHOLE COVER BOLTS	EA	NO BID
THROAT RING	EA	$18.00
6" X 6" INLET BLOCK (4,000 PSI CONCRETE)	EA	$9.20
48" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	$9.20
60" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA	$9.20
48" CONCENTRIC CONE (24" X 30")	EA	$234.60
48" ECCENTRIC CONE (24" X 30")	EA	$234.60

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

60" CONCENTRIC CONE (24" X 40")	EA	$385.25
48"MANHOLE SECTION – 1 FT	EA	$89.15
48" MANHOLE SECTION – 2 FT	EA	$174.80
48" MANHOLE SECTION – 3 FT	EA	$267.40
48" MANHOLE SECTION – 4 FT	EA	$356.50
60" MANHOLE SECTION – 1 FT	EA	$138.00
60" MANHOLE SECTION – 2 FT	EA	$233.45
60" MANHOLE SECTION – 3 FT	EA	$405.95
60" MANHOLE SECTION – 4 FT	EA	$541.65

MISCELLANEOUS ITEMS - FIBERGLASS MANHOLE SINGLE ITEMS		
32" RING AND 24"COVER	EA	
24"COVER ONLY	EA	
32" X 2" HDPE ADJUSTING RING	EA	NO BID
32" X 3" HDPE ADJUSTING RING	EA	
½" BUTYL SEALANT	EA	
32" RAIN GUARD/INFLOW PROTECTOR	EA	

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

"Inlets, Manholes and Related Items"

RFB No. HCDD1-16-043-09-14

BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	Rio Valley Pipe LLC dba CAPA
ADDRESS:	3609 W Palma Vista Dr
CITY/STATE/ZIP CODE:	Palmview TX 78572
PHONE/ FAX NO'S:	956-580-2502 F 956-583-2086
CELLULAR NO:	-
E-MAIL ADDRESS:	sales@capatexas.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Larry Arinojosa
TITLE	Sales Administrator

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Contract No.: C-HCDD1-16-043B-10-04
RIO VALLEY PIPE dba CAPA
AWARDED ITEMS SUMMARY

BID OPENING DATE: 09/14/16	BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Inlets, Manholes and Related Items"

BID NO: HCDD1-16-043-09-14	BUYER: Moises Salazar

CATEGORY (A) –

I. REINFORCED CONCRETE PRECAST STORM MANHOLES AND JUNCTION BOXES

CONCENTRIC REINFORCED CONCRETE MANHOLES – *COMPLETE WITH FRAMES, RINGS AND COVERS* ***(NO BOTTOM FLOORS)***		VENDORS: RIO VALLEY PIPE dba CAPA
48" DIAMETER MANHOLE		
	3 FT	**$614.40**
	3 ½ FT	**$668.40**
	4 FT	**$703.55**
	4 ½ FT	**$771.20**
	5 FT	**$789.20**
	5 ½ FT	**$863.80**
	6 FT	**$881.80**
	6 ½ FT	**$952.90**
	7 FT	**$970.90**
	7 ½ FT	**$1,024.90**
	8 FT	**$1,056.90**
	8 ½ FT	**$1,131.20**
	9 FT	**$1,149.20**
	9 ½ FT	**$1,220.30**
	10 FT	**$1,238.30**
	10 ½ FT	**$1,309.40**
	11 FT	**$1,327.40**
	11 ½ FT	**$1,398.55**
	12 FT	**$1,416.55**
	12 ½ FT	**$1,484.20**
	13 FT	**$1,502.20**
	13 ½ FT	**$1,576.80**
	14 FT	**$1,594.80**
	14 ½ FT	**$1,665.90**
	15 FT	**$1,683.90**
60" DIAMETER MANHOLE		
	3 FT	**$747.05**
	3 ½ FT	**$765.05**
	4 FT	**$885.05**
	4 ½ FT	**$903.05**
	5 FT	**$980.50**
	5 ½ FT	**$998.50**
	6 FT	**$1,153.00**
	6 ½ FT	**$1,171.00**
	7 FT	**$1,288.70**
	7 ½ FT	**$1,306.70**
	8 FT	**$1,386.45**

	8 ½ FT		**$1,404.45**	
	9 FT		**$1,558.95**	
	9 ½ FT		**$1,576.95**	
	10 FT		**$1,694.65**	
	10 ½ FT		**$1,712.65**	
	11 FT		**$1,830.35**	
	11 ½ FT		**$1,848.35**	
	12 FT		**$1,968.35**	
	12 ½ FT		**$1,986.35**	
	13 FT		**$2,063.80**	
	13 ½ FT		**$2,081.80**	
	14 FT		**$2,236.30**	
	14 ½ FT		**$2,254.30**	
	15 FT		**$2,372.00**	

TYPE "M" MANHOLE ***(JUNCTION BOX WITH RISER) –*** *COMPLETE WITH FRAMES, RINGS AND COVERS* ***(NO BOTTOM FLOORS)***		VENDORS:	
			RIO VALLEY PIPE dba CAPA
BOX SIZE: **3 FT x 3 FT**			
	RISER HEIGHT		
	BOX ONLY (NO RISER)		NO BID
	1 FT		NO BID
	2 FT		NO BID
	2 FT		NO BID
	4 FT		NO BID
	5 FT		NO BID
	6 FT		NO BID
	7 FT		NO BID
	8 FT		NO BID
	9 FT		NO BID
	10 FT		NO BID
BOX SIZE: **3 FT x 4 FT**			
	RISER HEIGHT		
	BOX ONLY (NO RISER)		NO BID
	1 FT		NO BID
	2 FT		NO BID
	2 FT		NO BID
	4 FT		NO BID
	5 FT		NO BID
	6 FT		NO BID
	7 FT		NO BID
	8 FT		NO BID
	9 FT		NO BID
	10 FT		NO BID
BOX SIZE: **3 FT x 5 FT**			
	RISER HEIGHT		
	BOX ONLY (NO RISER)		NO BID
	1 FT		NO BID
	2 FT		NO BID
	2 FT		NO BID
	4 FT		NO BID
	5 FT		NO BID
	6 FT		NO BID
	7 FT		NO BID
	8 FT		NO BID
	9 FT		NO BID
	10 FT		NO BID
BOX SIZE: **4 FT x 4 FT**			

	RISER HEIGHT			
	BOX ONLY (NO RISER)		NO BID	
	1 FT		NO BID	
	2 FT		NO BID	
	2 FT		NO BID	
	4 FT		NO BID	
	5 FT		NO BID	
	6 FT		NO BID	
	7 FT		NO BID	
	8 FT		NO BID	
	9 FT		NO BID	
	10 FT		NO BID	
BOX SIZE: **4 FT x 5 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)		NO BID	
	1 FT		NO BID	
	2 FT		NO BID	
	2 FT		NO BID	
	4 FT		NO BID	
	5 FT		NO BID	
	6 FT		NO BID	
	7 FT		NO BID	
	8 FT		NO BID	
	9 FT		NO BID	
	10 FT		NO BID	
BOX SIZE: **4 FT x 6 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)		NO BID	
	1 FT		NO BID	
	2 FT		NO BID	
	2 FT		NO BID	
	4 FT		NO BID	
	5 FT		NO BID	
	6 FT		NO BID	
	7 FT		NO BID	
	8 FT		NO BID	
	9 FT		NO BID	
	10 FT		NO BID	
BOX SIZE: **5 FT x 5 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)		NO BID	
	1 FT		NO BID	
	2 FT		NO BID	
	2 FT		NO BID	
	4 FT		NO BID	
	5 FT		NO BID	
	6 FT		NO BID	
	7 FT		NO BID	
	8 FT		NO BID	
	9 FT		NO BID	
	10 FT		NO BID	
BOX SIZE: **5 FT x 6 FT**				
	RISER HEIGHT			
	BOX ONLY (NO RISER)		NO BID	
	1 FT		NO BID	
	2 FT		NO BID	
	2 FT		NO BID	
	4 FT		NO BID	
	5 FT		NO BID	
	6 FT		NO BID	
	7 FT		NO BID	
	8 FT		NO BID	
	9 FT		NO BID	
	10 FT		NO BID	
BOX SIZE: **6 FT x 6 FT**				

	RISER HEIGHT			
	BOX ONLY (NO RISER)		NO BID	
	1 FT		NO BID	
	2 FT		NO BID	
	2 FT		NO BID	
	4 FT		NO BID	
	5 FT		NO BID	
	6 FT		NO BID	
	7 FT		NO BID	
	8 FT		NO BID	
	9 FT		NO BID	
	10 FT		NO BID	

CATEGORY (B) –

I. GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES

GLASS-FIBER REINFORCED POLYESTER (FIBERGLASS) MANHOLES – COMPLETE WITH FRAMES, RINGS AND COVERS, SEALANTS AND INFLOW PROTECTORS ***(NO BOTTOM FLOORS)***		VENDORS: **RIO VALLEY PIPE dba CAPA**	
48" DIAMETER MANHOLE			
3 FT		NO BID	
3 ½ FT		NO BID	
4 FT		NO BID	
4 ½ FT		NO BID	
5 FT		NO BID	
5 ½ FT		NO BID	
6 FT		NO BID	
6 ½ FT		NO BID	
7 FT		NO BID	
7 ½ FT		NO BID	
8 FT		NO BID	
8 ½ FT		NO BID	
9 FT		NO BID	
9 ½ FT		NO BID	
10 FT		NO BID	
10 ½ FT		NO BID	
11 FT		NO BID	
11 ½ FT		NO BID	
12 FT		NO BID	
12 ½ FT		NO BID	
13 FT		NO BID	
13 ½ FT		NO BID	
14 FT		NO BID	
14 ½ FT		NO BID	
15 FT		NO BID	
60" DIAMETER MANHOLE			
3 FT		NO BID	
3 ½ FT		NO BID	
4 FT		NO BID	
4 ½ FT		NO BID	
5 FT		NO BID	
5 ½ FT		NO BID	
6 FT		NO BID	
6 ½ FT		NO BID	
7 FT		NO BID	
7 ½ FT		NO BID	
8 FT		NO BID	
8 ½ FT		NO BID	
9 FT		NO BID	
9 ½ FT		NO BID	
10 FT		NO BID	
10 ½ FT		NO BID	
11 FT		NO BID	
11 ½ FT		NO BID	

	12 FT		NO BID	
	12 ½ FT		NO BID	
	13 FT		NO BID	
	13 ½ FT		NO BID	
	14 FT		NO BID	
	14 ½ FT		NO BID	
	15 FT		NO BID	
72" DIAMETER MANHOLE				
	3 FT		NO BID	
	3 ½ FT		NO BID	
	4 FT		NO BID	
	4 ½ FT		NO BID	
	5 FT		NO BID	
	5 ½ FT		NO BID	
	6 FT		NO BID	
	6 ½ FT		NO BID	
	7 FT		NO BID	
	7 ½ FT		NO BID	
	8 FT		NO BID	
	8 ½ FT		NO BID	
	9 FT		NO BID	
	9 ½ FT		NO BID	
	10 FT		NO BID	
	10 ½ FT		NO BID	
	11 FT		NO BID	
	11 ½ FT		NO BID	
	12 FT		NO BID	
	12 ½ FT		NO BID	
	13 FT		NO BID	
	13 ½ FT		NO BID	
	14 FT		NO BID	
	14 ½ FT		NO BID	
	15 FT		NO BID	

CATEGORY (C) –

I. REINFORCED CONCRETE PRECAST INLETS

REINFORCED CONCRETE PRECAST INLETS – COMPLETE WITH COVERS & GRATE (NO BOTTOM FLOORS)			VENDORS:
			RIO VALLEY PIPE dba CAPA
Type "A" Inlet 5' X 3'			
	2 ½'		**$904.15**
	3'		**$908.95**
	3 ½'		**$928.50**
	4'		**$968.60**
	4 ½'		**$1,023.15**
	5'		**$1,079.05**
	5 ½'		**$1,143.25**
	6'		**$1,224.10**
	6 ½'		**$1,293.85**
	7'		**$1,363.60**
	7 ½'		**$1,430.55**
	8'		**$1,483.68**
	8 ½'		**$1,495.45**
	9		**$1,516.35**
	9 ½'		**$1,637.90**
	10'		**$1,693.80**
Type "A-1" Inlet 5' X 4'			
	2 ½'		NO BID
	3'		NO BID
	3 ½'		NO BID
	4'		NO BID
	4 ½'		NO BID

	5’		NO BID	
	5 ½’		NO BID	
	6’		NO BID	
	6 ½’		NO BID	
	7’		NO BID	
	7 ½’		NO BID	
	8’		NO BID	
	8 ½’		NO BID	
	9		NO BID	
	9 ½’		NO BID	
	10’		NO BID	
Type "A" (SPL1) Inlet 5’ X 3’				
	2 ½’		NO BID	
	3’		NO BID	
	3 ½’		NO BID	
	4’		NO BID	
	4 ½’		NO BID	
	5’		NO BID	
	5 ½’		NO BID	
	6’		NO BID	
	6 ½’		NO BID	
	7’		NO BID	
	7 ½’		NO BID	
	8’		NO BID	
	8 ½’		NO BID	
	9		NO BID	
	9 ½’		NO BID	
	10’		NO BID	
Type "A-1" (SPL-1) Inlet 5’ X 4’				
	2 ½’		NO BID	
	3’		NO BID	
	3 ½’		NO BID	
	4’		NO BID	
	4 ½’		NO BID	
	5’		NO BID	
	5 ½’		NO BID	
	6’		NO BID	
	6 ½’		NO BID	
	7’		NO BID	
	7 ½’		NO BID	
	8’		NO BID	
	8 ½’		NO BID	
	9		NO BID	
	9 ½’		NO BID	
	10’		NO BID	
Type "C" Inlet 2’ X 2’				
	2 ½’		**$640.00**	
	3’		**$696.80**	
	3 ½’		**$753.55**	
	4’		**$806.80**	
	4 ½’		**$863.55**	
	5’		**$916.80**	
	5 ½’		**$973.55**	
	6’		**$1,026.80**	
	6 ½’		**$1,090.65**	
	7’		**$1,136.80**	
	7 ½’		**$1,193.55**	
	8’		**$1,246.75**	
	8 ½’		**$1,303.55**	
	9		**$1,356.80**	
	9 ½’		**$1,413.55**	
	10’		**$1,466.80**	
Type "C" Inlet 3’ X 3’				
	2 ½’		**$829.80**	
	3’		**$901.50**	
	3 ½’		**$973.20**	

	4’		$1044.90
	4 ½’		$1,116.60
	5’		$1,188.30
	5 ½’		$1,260.00
	6’		$1,331.70
	6 ½’		$1,403.40
	7’		$1,475.10
	7 ½’		$1,546.80
	8’		$1,618.50
	8 ½’		$1,690.20
	9		$1,761.90
	9 ½’		$1,833.60
	10’		$1,905.30
Type "C" Inlet 4’ X 4’			
	2 ½’		$1,136.60
	3’		$1,240.15
	3 ½’		$1,347.25
	4’		$1,450.80
	4 ½’		$1,554.35
	5’		$1,661.45
	5 ½’		$1,765.00
	6’		$1,868.55
	6 ½’		$1,972.05
	7’		$2,079.15
	7 ½’		$2,182.70
	8’		$2,286.25
	8 ½’		$2,393.35
	9		$2,500.45
	9 ½’		$2,604.00
	10’		$2,711.10
Type "CC" Inlet 5’ X 3’			
	2 ½’		$1,262.95
	3’		$1,268.10
	3 ½’		$1,288.85
	4’		$1,304.05
	4 ½’		$1,358.65
	5’		$1,414.55
	5 ½’		$1,478.75
	6’		$1,559.60
	6 ½’		$1,629.35
	7’		$1,699.10
	7 ½’		$1,766.05
	8’		$1,819.15
	8 ½’		$1,848.90
	9		$1,904.80
	9 ½’		$1,969.00
	10’		$2,015.30

CATEGORY (D) –

I. MISCELLANEOUS RELATED ITEMS

MISCELLANEOUS ITEMS - REINFORCED CONCRETE MANHOLE & INLET SINGLE ITEMS		VENDORS: RIO VALLEY PIPE dba CAPA
INLET GRATE	EA	**2x2… $320.00 3x3… $418.00 4x4… $520.00**
BICYCLE INLET GRATE	EA	**2x2…$330.00**

			3x3…$434.50 4x4…$525.00	
24" ROUND BICYCLE PROOF GRATE	EA		NO BID	
32" RING AND 24"COVER	EA		**(U-1342- Heavy Duty)….. $325.00**	
24" COVER ONLY	EA		**(U-1342- Heavy Duty)……$275.00**	
24" COVER WITH BOLT HOLES	EA		NO BID	
MANHOLE COVER BOLTS	EA		NO BID	
THROAT RING	EA		**$18.00**	
6" X 6" INLET BLOCK (4,000 PSI CONCRETE)	EA		**$9.20**	
48" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA		**$9.20**	
60" DIAMETER SEGMENTAL BLOCK (4,000 PSI CONCRETE)	EA		**$9.20**	
48" CONCENTRIC CONE (24" X 30")	EA		**$234.60**	
48" ECCENTRIC CONE (24" X 30")	EA		**$234.60**	
60" CONCENTRIC CONE (24" X 40")	EA		**$385.25**	
48"MANHOLE SECTION – 1 FT	EA		**$89.15**	
48" MANHOLE SECTION – 2 FT	EA		**$174.80**	
48" MANHOLE SECTION – 3 FT	EA		**$267.40**	
48" MANHOLE SECTION – 4 FT	EA		**$356.50**	
60" MANHOLE SECTION – 1 FT	EA		**$138.00**	
60" MANHOLE SECTION – 2 FT	EA		**$233.45**	
60" MANHOLE SECTION – 3 FT	EA		**$405.95**	
60" MANHOLE SECTION – 4 FT	EA		**$541.65**	
MISCELLANEOUS ITEMS - FIBERGLASS MANHOLE SINGLE ITEMS				
32" RING AND 24"COVER	EA		NO BID	
24"COVER ONLY	EA		NO BID	
32" X 2" HDPE ADJUSTING RING	EA		NO BID	
32" X 3" HDPE ADJUSTING RING	EA		NO BID	
½" BUTYL SEALANT	EA		NO BID	
32" RAIN GUARD/INFLOW PROTECTOR	EA		NO BID	

EXHIBIT "C"

Insurance Requirement Acknowledgment

I, Larry Hinojosa, authorized representative for Rio Valley Pipe dba CAPA
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

9-14-16
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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BID TABULATION SHEET

BID OPENING DATE: 09/14/16	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Inlets, Manholes and Related Items"

BID NO: HCDD1-16-043-09-14	**BUYER: Moises Salazar**

BID # RFB#	**NAME OF COMPANY**	DUE TO EXTENSIVE NUMBER OF ITEMS BIDS WILL BE ACKNOWLEDGED
#1	Rio Valley Pipe, LLC dba CAPA	√
#2	HD Supply Waterworks, Ltd	√
#3		
#4		
#5		
#6		
#7		
#8		
#9		

AI -56718 **8.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Recommending bid award and approval of contract to Roy's Hauling Service, Inc., sole responsible bidder meeting all requirements / specifications for RFB No. HCDD1-16-044-09-14, "Hauling Services of Construction Materials", subject to compliance with HB23 and/or HB1295.. (Contract # C-HCDD1-16-044-10-04)

BACKGROUND

Sole Bidder: Roy's Hauling Services, Inc.

Fiscal Impact

Attachments

Draft Contract

Bid Tabulation & Participation

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Moises Salazar Started On: 09/30/2016 04:05 PM

Final Approval Date: 09/30/2016

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
HCDD1-16-044-10-04

THIS CONTRACT is made and entered into this ***4TH*** day of ***October, 2016***, by and between Hidalgo County Drainage District No.1 of Hidalgo, Texas ("Drainage District"), and **Roy's Hauling Service, Inc.** Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services of Construction Materials"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Board Of Directors of the Hidalgo County Drainage District No.1 awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Hidalgo County Drainage District No.1 and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Drainage District No. 1**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Drainage District No. 1** following a request for Services by the **Manager** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **October 4th, 2016** and ending on **October 3rd, 2017** and may be extended at the sole discretion of the Hidalgo County Drainage District No.1 for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Hidalgo County Drainage District No.1 agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming Drainage District as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Drainage District certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless Drainage District, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Drainage District arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Drainage District has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to Drainage District: **Hidalgo County Drainage District No.1**
Attn: Manager
902 N. Doolittle
Edinburg, Texas 78542

If to Company:

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by the Hidalgo County Drainage District No. 1 without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Drainage District Board of Directors does not appropriate sufficient funds to meet the obligations of the District under this Agreement, The Drainage District may terminate this Agreement upon ninety (90) days written notice to Company. The Drainage District 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 the Drainage District pursuant to the provisions of Tex. Loe. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. Entire Agreement. This Contract 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 representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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

WITNESS our hands in duplicate originals this ____ day of _____, 2016.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chairman of the Board

Company: Roy's Hauling Service, Inc.

By: _____

Printed Name: _____

Title: _____

Approved by Board of Directors on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez LLC

By:_____ Date: _____

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County

Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

August 29, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids- "Hauling Services of Construction Materials"
Bid No.: HCDD1-16-044-09-14

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

Moises Salazar, Procurement Manager

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Hauling Services of Construction Materials"

RFB NO.: HCDD1-16-044-09-14

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit A Specifications/Requirements	3
4.	Exhibit B Bid Page	5
5.	Exhibit B-1 -Vehicle Identification List	1
6.	Exhibit C Insurance Requirements	4
7.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
8.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
9.	Exhibit E –Proposers Afidavit of Non-Collusion	1
10.	Vendor/Bidder Application and W-09 form(s)	6
11.	Certification Regarding Debarment	1
12.	Draft Service Contract	4
13.	Form HB 1295 **(For Information Only)** -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 www.ethics.state.tx.us/index.html .	1
14.	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 , 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.

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Hauling Services of Construction Materials"

BID OPENING DATE:
SEPTEMBER 14, 2016

RFB NO.: HCDD1-16-044-09-14

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- "Hauling Services of Construction Materials"** 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 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.: HCDD1-16-044-09-14 - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "Hauling Services of Construction Materials"** 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, SEPTEMBER 14, 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.: HCDD1-16-044-09-14 " Hauling Services of Construction Materials"**

   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 Chairman of the Board 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. <u>DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday
- At least seventy two (72) hours prior notice of delivery of goods and services 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. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- 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- "Hauling Services of Construction Materials"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Purchase Order and Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, Texas 78542
(956) 292-7080

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**September 14, 2016**
Award of Contract	**_____, 2016**
Commence Work or Deliver Products	**_____, 2016**

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 acknowledgement 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 District 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 District, and, if applicable, the receipt by the District 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 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. Closner, 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. Once contract is awarded, in box 3 of Form 1295, you will provide the awarded contract number. 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 . 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 noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Hauling Services of Construction Materials"
BID NO.: HCDD1-16-044-09-14

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: _____

EXHIBIT "A"

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"Hauling Services of Construction Materials"
BID NO.: HCDD1-16-044-09-14

BID SPECIFICATIONS

Scope of Project:
Hidalgo County Drainage District No. 1 is requesting bids for Hauling of Construction Materials on as needed basis. Loading of Materials to be hauled shall be priced as an option.

1. Materials to be hauled include but are not limited to: **Fill Dirt, Flexible Base Material (Crushed Caliche), Pit Run Caliche, Gravel, Sand, Stone Rip Rap, and Type D Hot Mix.**

2. Hauling Services will be within Hidalgo County Drainage District No. 1 Area.
Due to the variety of project locations through the District's Area, no specific origin or destination sites can be specified.

3. **Bid price** must be per cubic yard on a radius basis as listed in the Bid Page (Exhibit B).

4. **Bid Award** will be to the lowest and best bid meeting all requirements. Hidalgo County Drainage District No.1 reserves the right to: **(a)** separate and accept, or eliminate any items(s) listed under this bid that is 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 or to multiple bidder if Hidalgo County Drainage District No.1 determines it is in its best interest to do so.

5. The successful bidder agrees to abide by all applicable State Laws, regulations and be in compliance with all OSHA and TXDOT's regulations and requirements.

6. Contract term will be for a period of (1) **one year** with the District's sole discretion to extend for an additional One (1) year term under same rates, terms and conditions.

7. Hidalgo County Drainage District No.1 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 the next contract term.

8. The successful bidder shall not deliver products or provide services without an Hidalgo County Drainage District No. 1 Purchase Order, signed by an authorized Drainage District Agent.

9. Bidder(s) will be responsible for providing equipment necessary for project. It is required that the vendor owns and must make available for this bid a **minimum** of seven (7) hauling trucks and/or three (3) to five (5) hauling tandem trucks, with a **minimum** of sixteen (16) cubic yards per load. Bidders will be required to complete and submit Exhibit "B-1" for all owned hauling trucks. Please note the make, year, model and capacity of your hauling trucks on Exhibit "B-1".

10. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, permits and also, provide evidence of the required insurance as outlined in Exhibit "C". Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Drainage District No.1 upon bid award.

11. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County Drainage District No.1** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

12. 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 the Hidalgo County Drainage District No.1 with thirty days written notice prior to cancellation.

13. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**
Hidalgo County Drainage District No.1 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:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the Drainage District Buyer, the Drainage District 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 Buyer on the mailing lists for such publications so that the Buyer can monitor said changes. Such membership shall be at no cost to the Drainage District.
   - The Drainage District Buyer retains the right to determine whether or not such proposed price changes are in the best interest of the Drainage District.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The Drainage District may only grant a price increase if the evidence presented is deemed reliable. Should the Drainage District 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.

2. **Price Reduction**: Vendor shall notify the Drainage District 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

Drainage District 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 Drainage District shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe 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 Drainage District 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 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 Hidalgo County Drainage District No.1 shall have sole discretion whether to grant the price increase extension. The Drainage District too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the Drainage District to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the Drainage District may at its own discretion, conduct temporary price adjustment reviews at any time. The Drainage District Buyer and/or the Drainage District 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.

5. **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:

Hidalgo County Drainage District No.1 requests that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed in writing to: Moises Salazar via email to moises.salazar@hcdd1.org. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted by no later than, Thursday, September 8, 2016 at 5:00 p.m. Responses to said inquiries will be sent to all applicants by no later than 5:00 p.m., Friday, September 9, 2016.

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"Hauling Services of Construction Materials"
BID NO.: HCDD1-16-044-09-14
BID PAGE

I. HAULING SERVICES OF FILL DIRT			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile			
11-20 Mile			
21-30 Mile			
31-40 Mile			
41-50 Mile			
51-60 Mile			
61-70 Mile			
Fill Dirt -LOADING OPTION:		**$_____ Cubic Yard**	

II. HAULING SERVICES OF FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile			
11-20 Mile			
21-30 Mile			
31-40 Mile			
41-50 Mile			
51-60 Mile			
61-70 Mile			
Flexible Base Material (Crushed Caliche) - LOADING OPTION:		**$_____ Cubic Yard**	

III. HAULING SERVICES PIT RUN CALICHE			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile			
11-20 Mile			
21-30 Mile			
31-40 Mile			
41-50 Mile			
51-60 Mile			
61-70 Mile			
PIT RUN CALICHE -LOADING OPTION:		**$_____ Cubic Yard**	

IV. HAULING SERVICES OF GRAVEL			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile			
11-20 Mile			
21-30 Mile			
31-40 Mile			
41-50 Mile			
51-60 Mile			
61-70 Mile			
GRAVEL -LOADING OPTION:		**$_____ Cubic Yard**	

V. HAULING SERVICES OF SAND			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile			
11-20 Mile			
21-30 Mile			
31-40 Mile			
41-50 Mile			
51-60 Mile			
61-70 Mile			
SAND -LOADING OPTION:		**$_____ Cubic Yard**	

VI. HAULING SERVICES OF STONE RIP RAP			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile			
11-20 Mile			
21-30 Mile			
31-40 Mile			
41-50 Mile			
51-60 Mile			
61-70 Mile			
STONE RIP RAP -LOADING OPTION:		**$_____ Cubic Yard**	

VII. HAULING SERVICES OF TYPE D HOT MIX			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile			
11-20 Mile			
21-30 Mile			
31-40 Mile			
41-50 Mile			
51-60 Mile			
61-70 Mile			
Type D Hot Mix-LOADING OPTION:		**$_____ Cubic Yard**	

BID PRICE ADJUSTMENT BY HIDALGO COUNTY DRAINAGE DISTRICT NO.1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Drainage District No.1 is requesting pricing adjustments based on the following:

(a) A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for September 9, 2016.
(b) For each 10% (increase or decrease) in the OPIS Index of September 9, 2016, during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County Drainage District No.1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County Drainage District No.1 reserve the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price Adjustment Option for the term of the contract including any grace period extension.

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to pay the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE/ FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"HAULING SERVICES OF CONSTRUCTION MATERIAL"
RFB No.: HCDD1-16-044-09-14

EXHIBIT "B-1"
VEHICLE IDENTIFICATION

Hidalgo County Drainage District No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: **MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS AND TONAGE LOAD CAPACITY** for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by the Hidalgo County Drainage District No.1. All trucks specified on this EXHIBIT, must be verified on Certificate of Insurance.

	Year/Make Model	Vehicle Identification No.	License Plate No.	Tons Per Load	Vendor Owned Or Leased
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

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

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.
	INSURERS AFFORDING COVERAGE
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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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 ***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

SAMPLE

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 ofthe bid packet in order to expedite the bid evaluation process. Failure to provide saiddocumentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT "D-1"

CIS Form

(for information only)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

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 Drainage District No. 1 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 District's Board of Directors between proposal submission date and award by the Hidalgo County Drainage District Board of Directors.

(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 Drainage District No. 1 except as noted herein below:

Signature/Title: _____

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

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

VENDOR NO.: _____ **ENTRY DATE:** _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Drainage District No.1.

Company Name: **Telephone No. ( )**

Mailing Address: **Fax No. ( )**

City, State, Zip: **Tax I.D. No.:**

Remit to Address: **City, State, Zip:**

Representative(s) Name(s) & Title(s):

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation

_____ L.L.C. _____ Other, Specify_____

Federal Identification No. or (if individual) SS No.: _____

State of Incorporation: _____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker

_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____

_____

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

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

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

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: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

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** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
HCDD1-16-044-00-00

THIS CONTRACT is made and entered into this ___ day of_____, by and between Hidalgo County Drainage District No.1 of Hidalgo, Texas ("Drainage District"), and _____ Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services of Construction Materials"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Board Of Directors of the Hidalgo County Drainage District No.1 awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Hidalgo County Drainage District No.1 and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Drainage District No. 1**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Drainage District No. 1** following a request for Services by the **Manager** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of the Hidalgo County Drainage District No.1 for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Hidalgo County Drainage District No.1 agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming Drainage District as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Drainage District certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless Drainage District, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Drainage District arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Drainage District has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to Drainage District: **Hidalgo County Drainage District No.1**
Attn: Manager
902 N. Doolittle
Edinburg, Texas 78542

If to Company:

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by the Hidalgo County Drainage District No. 1 without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2016.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chairman of the Board

Company: _____

By: _____

Printed Name: _____

Title: _____

Approved by Board of Directors on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez LLC

By: _____ **Date:** _____

DRAFT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/File

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS

"HAULING SERVICES OF CONSTRUCTION MATERIALS"

RFB No.: HCDD1-16-044-09-14

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 "B" -BID PAGE

_____ Exhibit "B-1" -Vehicle Identification List

_____ Exhibit "C" Acknowledgement forms (page 3 and 4)

_____ Exhibit "D-1" 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.

EXHIBIT "B"

EXHIBIT "B"

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"Hauling Services of Construction Materials"
BID NO.: HCDD1-16-044-09-14
BID PAGE

I. HAULING SERVICES OF FILL DIRT			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile	4.00	75%	3.00
11-20 Mile	5.00	75%	3.75
21-30 Mile	6.50	75%	4.87
31-40 Mile	8.25	75%	6.18
41-50 Mile	10.75	75%	8.06
51-60 Mile	13.75	75%	10.31
61-70 Mile	15.50	75%	11.62
Fill Dirt -LOADING OPTION:		$ 1.00 **Cubic Yard**	

II. HAULING SERVICES OF FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile	3.20	75%	2.40
11-20 Mile	5.20	75%	3.90
21-30 Mile	7.15	75%	5.36
31-40 Mile	8.00	75%	6.00
41-50 Mile	11.75	75%	8.81
51-60 Mile	13.25	75%	9.93
61-70 Mile	15.00	75%	11.25
Flexible Base Material (Crushed Caliche) - LOADING OPTION:		$ 5.00 **Cubic Yard**	

III. HAULING SERVICES PIT RUN CALICHE			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile	3.20	75%	2.40
11-20 Mile	5.20	75%	3.90
21-30 Mile	7.15	75%	5.36
31-40 Mile	8.00	75%	6.00
41-50 Mile	11.75	75%	8.81
51-60 Mile	13.25	75%	9.93
61-70 Mile	15.00	75%	11.25
PIT RUN CALICHE -LOADING OPTION:		$ 5.00 Cubic Yard	

IV. HAULING SERVICES OF GRAVEL			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile	3.20	75%	2.40
11-20 Mile	5.20	75%	3.90
21-30 Mile	7.15	75%	5.36
31-40 Mile	8.00	75%	6.00
41-50 Mile	11.75	75%	8.81
51-60 Mile	13.25	75%	9.93
61-70 Mile	15.00	75%	11.25
GRAVEL -LOADING OPTION:		$ 5.00 Cubic Yard	

V. HAULING SERVICES OF SAND			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile	3.20	75%	2.40
11-20 Mile	5.20	75%	3.90
21-30 Mile	7.15	75%	5.36
31-40 Mile	8.00	75%	6.00
41-50 Mile	11.75	75%	8.81
51-60 Mile	13.25	75%	9.93
61-70 Mile	15.00	75%	11.25
SAND -LOADING OPTION:		$ 5.00 **Cubic Yard**	

VI. HAULING SERVICES OF STONE RIP RAP			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile	6.25	75%	4.68
11-20 Mile	7.50	75%	5.62
21-30 Mile	8.25	75%	6.18
31-40 Mile	9.25	75%	6.93
41-50 Mile	12.00	75%	9.00
51-60 Mile	15.00	75%	11.25
61-70 Mile	18.00	75%	13.50
STONE RIP RAP -LOADING OPTION:		$ 5.00 **Cubic Yard**	

VII. HAULING SERVICES OF TYPE D HOT MIX			
Radius (Round trip)	**Total Cost per Cubic Yard**	**Fuel Cost Percentage per Cubic Yard**	**Current/base Fuel Cost**
SAMPLE	*$3.00*	*33.00%*	*$1.00*
01-10 Mile	5.20	75%	3.90
11-20 Mile	7.20	75%	5.40
21-30 Mile	9.15	75%	6.86
31-40 Mile	10.00	75%	7.50
41-50 Mile	13.75	75%	10.31
51-60 Mile	15.25	75%	11.43
61-70 Mile	17.00	75%	12.75
Type D Hot Mix-LOADING OPTION:		**$** 5.00 **Cubic Yard**	

BID PRICE ADJUSTMENT BY HIDALGO COUNTY DRAINAGE DISTRICT NO.1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Drainage District No.1 is requesting pricing adjustments based on the following:

(a) A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for September 9, 2016.
(b) For each 10% (increase or decrease) in the OPIS Index of September 9, 2016, during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County Drainage District No.1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County Drainage District No.1 reserve the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price Adjustment Option for the term of the contract including any grace period extension.

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to pay the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY INFORMATION:

BIDDER/COMPANY NAME:	Roy's Hauling Service, Inc.
ADDRESS:	P.O. Box 1896
CITY/STATE/ZIP CODE:	Edinburg, TX 78540
PHONE/ FAX NO'S:	956.383.2206
CELLULAR NO:	
E-MAIL ADDRESS:	royshaulinginc@aol.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Roy Balderas Jr.
TITLE	Vice-President

Exhibit "C"

Insurance Requirement Acknowledgment

I, Roy Balderas Jr., authorized representative for Roy's Hauling Service, Inc.
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.

Roy Balderas Jr.
Authorized Representative

09-13-2016
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

HIDALGO COUNTY
DRAINAGE DISTRICT No. 1

VENDOR PARTICIPATION LOG

PROCUREMENT METHOD: [**X**] RFB [ ] RFP [ ] WRITTEN QUOTES [ ] CSP [ ] OTHER _____

PROJECT No.	***HCDD1-16-044-09-14***
PROJECT TITLE:	***"Hauling Services of Construction Materials"***
BID OPENINGS DATE/TIME:	**September 14, 2016 9:30 am**

VENDOR/COMPANY NAME	PACKET SENT TO E-MAIL ADDRESS OR VIA OTHER (*)	DATE	PHONE NO
Roy Hauling Services Inc.	royshaulinginc@aol.com	09/08/16	956-383-2206

- * VIA: (IP) = In Person , (FAX) = Via Fax, EMAIL

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BID TABULATION SHEET

BID OPENING DATE: 09/14/16	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services of Construction Materials"

BID NO: HCDD1-16-044-09-14	**BUYER: Moises Salazar**

BID # RFB#	**NAME OF COMPANY**	DUE TO EXTENSIVE NUMBER OF ITEMS BIDS WILL BE ACKNOWLEDGED
#1	Roy's Hauling Service, Inc.	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		

AI -56682 **9.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to terminate Agreement for Professional Engineering Services with DOS Logistics, Inc. with Hidalgo County Precinct 4 Alamo Control Structure project that was approved by Board of Directors on September 9, 2014.

BACKGROUND

Fiscal Impact

Attachments

Agreement

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Alvaro Chuc Started On: 09/29/2016 03:23 PM

Final Approval Date: 09/30/2016

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** hereinafter called the **"Owner"**, and **DOS LOGISTICS, INC.**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide management and professional **Engineering** services for the **"Hidalgo County Pct. 4 – Alamo Lateral Control Structure"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform management and professional **Engineering** services in connection with the **"Project"** as stated in the articles to follow and for having rendered such services, the **Owner** agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement and the **Engineer** will provide professional management and **Engineering** services identified in **EXHIBIT "B"-** ***Services to Provided by the Engineer, attached hereto and made a part of this agreement.***

I. General Contract Management (hereinafter referred to as "GCM"). For GCM, the primary role of the **Engineer** will be to perform professional management services. The **Engineer** as GCM manager, shall direct all tasks required by the project team (hereinafter referred to as **"Project Team"** and identified in the organizational chart shown in **EXHIBIT "B2"-Project Team**, attached hereto), consisting of various subconsultants, in the development of the project. As GCM manager, the **Engineer** shall organize and manage the project team, including: assigning the various **Engineering Work Tasks**; directing and controlling the work; planning, conducting, and documenting internal and external design phase meetings; establishing policy, procedures, and quality assurance for the design phase services; and furnishing the necessary technical and support staff to implement the preliminary project planning and development (including, but not limited to, the identification and procurement of funding, and the development of a capital improvement program), preliminary **Engineering**, final design, and construction of the project.

II. Preliminary Project Planning & Development. For preliminary and development of the project, the primary role of the **Engineer** will be to perform **Engineering** activities and work tasks, associated with the preparation of an environmental document, public involvement, and the development of primary and secondary project field control through field surveying and aerial mapping.

III. Preliminary Engineering, Final Design & Construction. For these services, the **Engineer** will be performing **Engineering** activities as follows:

(A) Preliminary **Engineering**. As identified in **EXHIBIT "A",** attached hereto, the **Owner** shall provide to the **Engineer** any available relevant data the **Owner** may have on file concerning the project for the **Engineer** to review. The **Engineer** will indicate of any errors and omissions and corrections needed as a basis for the final design of the project. The **Engineer** will prepare a report, hereinafter referred to as the **"Preliminary Engineering Report"**. The **"Preliminary Engineering Report"** will be prepared by the **Engineer** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**, to include preliminary layouts, sketches, and cost engineer's estimates of probable construction and to set forth clearly the **Engineer**'s recommendations for the final design of the project. The **Engineer**'s recommendations for the final design of the project shall meet all federal, state and county permitting requirements.

(B) Final Design. Upon approval by the **Owner** of the **Engineer**'s final recommendations, as shown in the **"Preliminary Engineering Report"**, the **Engineer** will perform all required **Engineering** tasks, as more particularly identified in **EXHIBIT "B",** attached hereto, to provide the **Owner** with a complete and approved set of plans, specifications, and estimates (incorporated herein by reference as "PS&E") for each phase of construction of the project.

(C) Construction. The **Engineer** will provide construction phase **Engineering** services for each phase of construction of the project that is authorized and funded by the **Owner** for

construction. The steps or sequence for the professional management and engineering services outlined for the scope of work above, and more particularly identified in EXHIBIT "B", attached hereto, may be performed concurrently by the **Engineer**, if approved by the **Owner**

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer** are more particularly identified in **EXHIBIT "B"**, attached hereto.

(1) Basic Services: Basic Services, incorporated herein by reference as **"Basic Services",** includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) Special Services: Special services, incorporated herein by reference as "**Special Services",** includes those professional services identified under Article 5.2 of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on 09/09/2017 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the **Project** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Basic Services.*** For and in consideration of the Basic Services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the Owner to the Engineer for Basic Services, subject to adjustment in accordance with Article 6.1 herein, is equal to eight and a half percent (8.5%) of the construction cost of the Project, as mutually-agreed between the Owner and the Engineer and more particularly defined in Article 6.1 herein, (hereinafter referred to as the "Basic Services Fee"), plus up to an additional one-half percent (0.5%) if the Engineer furnishes the requirements for incentives specified in Article 5.3 herein, as more particularly described in EXHIBIT "D2".

5.2 ***Special Services.*** Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of **Project** site **Engineer**, resident **Engineer** and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

5.3 ***Incentives***. The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto, for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **Exhibit "D2"-Funding Source Incentive**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of the **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as **"Request for Payment"**). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each

such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** will reconcile and determine the final maximum amount payable for the **Basic Services Fee,** as identified in Article 5.1 hereof, for that portion of the Project that has been awarded for construction as follows:

(1)Construction Cost-An estimated construction cost will be developed for each phase of the project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (the "Final Estimated Construction Cost"). A fee will be calculated as eight and a half percent (8.5%) of the Final Estimated Construction Cost ("Preliminary Basic Services Fee"). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus then percent (+/-10%) as follows:

(a) If the final construction cost of the project is more than the Final Estimated construction Cost, the Basic Services Fee for engineering will be adjusted up, but the adjustment will be no more than plus ten percent (+10%) of the Preliminary Basic Services Fee; or,

(b) If the final construction cost of the project is less than the Final Estimated Construction Cost, the Basic Services Fee for engineering will be adjusted down, but the adjustment will be no more than minus ten percent (-10%) of the Preliminary Basic Services Fee.

(2) Incentives – The portion of the Basic Services Fee for funding incentive will be reconciled and based on funding received at the time of reconciliation.

This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project,** and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to

the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **"Project's"** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer**

shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound **Engineering** principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound **Engineering** principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this

will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional **Engineer**, shall be made in accordance with the Texas **Engineering** practice Act and the Rules of the State Board of Registration for Professional **Engineers**.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the

Engineer regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service

uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such

restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible **Engineer** or **Engineers** licensed to practice in the State of Texas, who shall sign, seal and date all appropriate **Engineering** submissions

to the **Owner** in accordance with the Texas **Engineering** Practice Act and the Rules of the Texas Board of Professional **Engineer**s.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Standard of Care

(a) The **Engineer** agrees that its **Engineering** design services will be performed by the **Engineer** hereunder shall be in accordance with normal and customary **Engineering** design practices and in conformance with applicable codes, rules and regulations.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes,

ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among **Engineer**s of similar experience, knowledge, skill and ability engaged in **Engineering** practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent **Engineer** having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and **Owner**s of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the **Project** being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **"Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional **Engineer** in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the

Project without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind

or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the* ***Engineer*** *under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The Certificate of Insurance shall be

attached hereto and identified as **EXHIBIT "G"**- *Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project by Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, **Engineer** or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do

business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: **Hidalgo County Drainage District No. 1** **ENGINEER**:
Attn: District Manager
902 N. Doolittle Rd
Edinburg, TX 78542

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Engineering Services** to be effective as of the 9th day of Sept., 2014.

ENGINEER:

BY: _____, P.E.

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 9/9/14

BY: Ramon Garcia
Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the **Project**.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **Project**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **Project** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

"Hidalgo County Pct. 4 - Alamo Lateral Control Structure"

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)* 2 - 3
EXPANDED DESCRIPTION OF SERVICES: 4 -16

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development 4
(1) Project Development Schedule 4
(2) Construction Estimate 4
(3) Quality Assurance/Quality Control Program 4
(4) Subcontract Administration 4
(5) Management/Coordination of Engr. Activities 4
(6) Implementation of QA/QC Program 4

(B) Preliminary Engineering 4
(1) Preliminary Concept Conference 5
(2) Management/Coordination of Engr. Activities 5
(3) Implementation of QA/QC Program 5
(4) Coordination with all Reviewing Agencies 5

(C) Final Design 5
(1)"Design Policy & Procedures Manual" 5
(2) Design Concept Conference 5
(3) Implementation of QA/QC Program 6

(D) Construction Management 6
(1) *"Construction Management Policy &Procedures Manual"*
(2) Construction Bidding 6
(3) Owner's Representative 7
(4) Defects and Deficiencies 7
(5) Progress Reports 7
(6) Contractor Payment 7
(7) Project Site Management 7
(8) Implementation of QA/QC Program 7
(9) Change Orders 7
(10) Final Acceptance 8

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required by Federal Agencies) 9

(2) Field Surveying & Photogrammetry (if not provided by Owner) 10

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering 11
(1) Preliminary Field Surveying 11
(2) Data Collection 11
(3) Hydrologic Analysis 12
(4) Hydraulic Analysis 12
(5) Alternate Solutions & Recommendations 13

(B) Final Design 13
(1) Design Field Surveying 13
(2) Geotechnical Investigations 13
(3) Drainage Design 13
(4) Plans, Specifications, and Estimates (PS&E) 13

(C) Construction 14
(1) Construction Bidding Documents 14
(2) Project Site Representation 15
(3) Miscellaneous Technical Activities 15
(4) Final Acceptance 16

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the Engineer shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT *(EM)*

(A) Preliminary Project Planning and Development

(1)	Project Development Schedule	***Basic***
(2)	Construction Estimate	***Basic***
(3)	Quality Assurance / Quality Control Program	***Basic***
(4)	Subcontract Administration	***Basic***
(5)	Management / Coordination of Engineering Activities	***Basic***
(6)	Implementation QA/QC Program	***Basic***

(B) Preliminary Engineering

(1)	Preliminary Concept Conference	
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***
(4)	Coordination with all utilities, Pct. 4, & HCDD No.1	***Basic***

(C) Final Design

(1)	***"Design Policy & Procedures Manual"***	***Basic***
(2)	Management / Coordination of Engineering Activities	***Basic***
(3)	Implementation of QA/QC Program	***Basic***

(D) Construction Management

(1)	***"Construction Management Policy & Procedures Manual"***	***Basic***
(2)	Construction Bidding	***Basic***
(3)	Owner's Representative	***Basic***
(4)	Defects and Deficiencies	***Basic***
(5)	Monthly Construction Progress Reports	***Basic***
(6)	Recommendations for Payment to the Construction Contractor	***Basic***
(7)	Project Site Management	***Special***
(8)	Implementation of QA/QC Program	***Basic***
(9)	Change Orders	***Special***
(10)	Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(I)	Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2)	Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying	*Basic*
(2) Data Collection	*Basic*
(3) Geographical Information System	*Basic*
(4) Hydrologic Analysis	*Basic*
(5) Hydraulic. Analysis	*Basic*
(6) Alternate Solutions /Recommendations for Final Design	*Basic*
(B) Final Design:	
(1) Design Field Surveying	*Special*
(2) Geotechnical Investigations and Reports	*Special*
(3) Drainage Design	*Basic*
(4) Plans, Specifications & Estimates	*Basic*
(C) Construction:	
(1) Construction Bidding Documents	*Basic*
(2) Project Site Representation:	*Special*
a. Engineering Support Data for Defects & Deficiencies	*Special*
b. Daily and Weekly Construction Reports	*Special*
c. Measurement / Calculations for Contractor Payment	*Special*
d.-Project-Engineer-Resident Engineer Services	*Special*
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	*Special*
b. Shop Drawing Review	*Basic*
c, Control of Materials & Equipment	*Special*
d. Change Orders	*Basic*
(4) Final Acceptance:	
a. Performance Testing	*Special*
b. As-Built Drawings	*Basic*

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT *(EM)*

The following outline provides a summary for the *basic* and *special services* to be provided by the Engineer under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the Engineer shall manage the Project Team, consisting of various sub-providers, in the development of the Project as defined and more particularly described in EXHIBIT "B" attached to this Agreement. The services will include the following:

A. **Preliminary Project Planning and Development.** In general, this will include the *management* of the preliminary planning process and advance project development (APD) that is required for the Project. (A summary of specific requirements for *engineering* activities are outlined later in this exhibit.) The Engineer will identify, coordinate, and implement the *management* requirements for preliminary planning and advance Project development for the Project. Specific work activities to be provided by the Engineer will include:

(1) Project Development Schedule. The Engineer will prepare a Project Development Schedule. This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the Engineer, throughout Project development. It will be provided, as well as any updates, to the Owner and each Project Team member as a part of the Work Plan identified in (I). The schedule will identify all major milestones and Project deliverables. The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) Construction Estimate. The Engineer shall prepare a preliminary estimate for the construction of the Project. The preliminary construction estimate shall be monitored, verified and updated throughout the course of Project development.

(3) Quality Assurance / Quality Control (QA/QC) Program. The Engineer shall develop a quality control and quality assurance program for the Project to ensure the Project Team is producing quality work for the Project.

(4) Subcontract Administration.-The Engineer shall initiate, execute and monitor all subcontracts for the duration of the Project. The Engineer shall advise and/or provide recommendations to the Owner, as the Project progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) Management/Coordination of Engineering Activities. The Engineer shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(6) Implement QA/QC Program. The Engineer will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The Engineer will ultimately deliver the final recommendations for the design of the project. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The Engineer shall ***manage*** and coordinate the activities of the Project Team in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of Project information and status to the **Owner** and Project Team throughout the development of the project. Specific ***management*** tasks to be provided by the Engineer will include:

(1) **Preliminary Concept Conference.** The Engineer will coordinate and conduct a preliminary concept conference (PCC) with the Owner, and, any other, stakeholders approved by Owner. At the PCC, the Engineer will outline the issues and aspects involved in the development of the "Preliminary Engineering Report", identify existing conditions and design requirements, and present the approach to the development of the report for approval by the owner. The engineer will develop the report for project limits as follows: The control structure is to be located about ¼ mile north of Canton Road and about one mile ease of N. Tower Road in Alamo, Hidalgo County, Texas.

(2) **Management/Coordination of Engineering Activities**. The Engineer shall ***manage*** and coordinate the Project Team in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (Preliminary Engineering)).

(3) Implement QA/QC Program. The Engineer will monitor and perform the QA/QC program developed to ensure the quality of the ***project*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Coordination with various agencies such as utilities, Pct. 4, and Hidalgo County Drainage District No. 1.** The Engineer will act as a liaison for the Owner, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) **Final Design**. After the Owner has approved the Engineer's final recommendations, and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer,** will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project.** One of the primary deliverables for the **Engineer** to provide the Owner is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project.** Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) "Design Policy & Procedures Manual". The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project.** The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the Engineer to each member of the **Project Team.** The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations
(b) Environmental
(c) Correlation and Agreement with Other Agencies

(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD
(j) Standards
(k) Specifications

(2) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Design Field Surveying, Geotechnical Investigations, Permitting, Drainage Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under 11—Preliminary Engineering, Design and Construction **(Final Design)).**

(3) **Implement QA/QC Program**. The Engineer shall monitor and perform the QA/QC. Program developed to ensure the quality of the documents associated with Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II — Preliminary Engineering, Design and Construction (Final Design Engineering)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The Engineer shall provide construction ***management*** services for each authorized construction contract of the Project. The Engineer shall also assist the Owner in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the Engineer will include:

(1) ***"Construction Management Policy & Procedures Manual".*** The Owner shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the Project. The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The Engineer shall perform the following in preparation of the construction bidding documents: -

(a) Upon completion of QA/QC, the Engineer shall furnish to the **Owner all** necessary copies of approved plans, specifications, Engineer's estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the Owner in advertising for each authorized construction contract for the Project.

(c) The **Engineer** shall assist the Owner in the opening and tabulation of bids for each authorized construction for the Project, and recommend to the Owner as to the proper action on all bid proposals received.

(d) The Engineer shall assist the Owner in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the Engineer shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies. In** providing the ***management and administration*** of the authorized construction contract, the Engineer shall use the Engineer's best efforts to protect the Owner against defects and deficiencies in the work of the construction contractor, hereinafter called the "Contractor". The Engineer does not guarantee the performance of the **Contractor;** however, the Engineer will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

(5) Progress Reports. The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II - Preliminary Engineering, Design, and Construction (Construction) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment.** The Engineer shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under **III** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. ***Note: The Engineer is not responsible for actual payments to the Contractor.***

(7) **Project Site Management. The Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner:**

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the Engineer to the site of construction at least twice a month for the purpose of monitoring **the Contractor's** 'progress- and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the Owner to the **Contractor** and the ***Resident Engineering Representative,*** issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the Owner as to the acceptability of the **Contractor's** progress and work.

(8) **Implement QA/QC Program.** The **Engineer** will monitor and perform the QA/QC program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under **III** - Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all

change orders developed under III- Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the Owner. The Engineer will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor,** the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the Owner one set of prints of the as-built drawings. *Note: Services to be provided by the Engineer for Items II and III primarily involve the engineering work tasks for the Project.*

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all *engineering* activities required for the **Advance Project Development.** Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/recom/surveying / aerial photography of the **Project.** A summary of the *engineering* activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** *(if required by Federal/State agencies)*

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental. Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a *Finding of No Significant Impact (FONSI),* as identified by the NEPA process. This document will include, at a minimum, the following:

(I) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(1) Public Meetings — These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing — After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The Engineer shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) Field Surveying and Photograrnmetry *(if not provided by Owner)*

(a) Right of Entry: It will be the responsibility of the Engineer to secure written permission to enter private property for purposes of recom/survey, environmental and engineering investigations. The Engineer will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the Engineer, the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the Project, a base map background will be provided to the Engineer through the *Owner.*

(c) The Owner shall provide primary Project control for field surveying by establishing horizontal and vertical control points, and the Engineer shall establish secondary Project control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the Engineer are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the Engineer will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by **the Owner.**

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flow line (upstream & downstream) elevations of structures.

(c) The Engineer shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The Engineer shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements. ***Land Records:***

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning (viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping ***Engineering***
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) Hydrologic Analysis

(a) The Engineer shall review and comment on the hydrologic analyses of the Bandera drainage area,

(b) The Engineer shall review and comment on the comparison of peak flow rates, identified in the Bandera drainage area, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) Hydraulic Analysis

(a) The Engineer shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The Engineer shall create the terrain Triangulated Irregular Network (TIN), if not provided by the Owner. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The Engineer shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The Engineer shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the "terrain TIN atidtreating a3-dimensional cross-section theme.

(e) For verification of measured elevations, the Engineer shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The Engineer will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures, 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the Engineer shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) Alternate Solutions **and Recommendations**

(a) The Engineer shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The Engineer shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the Owner to make the appropriate comparisons to the Engineer's final recommendations and provide the approval for the final design of the Project.

(c) The Engineer shall provide a formal and clearly outlined recommendation regarding the final design of the Project.

(B) Final Design. After the Owner has approved the Engineer's final recommendations and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Engineer will perform all required ***engineering*** activities to provide the Owner with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project.** Specific ***engineering*** activities, tasks, and/or special services to be provided by the Engineer will include:

(1) **Design Field Surveying (Special Services)**

The Engineer shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project. This** may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(2) **Geotechnical Investigations (Special Services)**

The Engineer shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(3) Drainage Design

The Engineer shall perform drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the Project. The design of drainage improvements shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(4) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner.** These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer,** on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) Plan Sheets. Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project.)**

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by **the Engineer,** but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(I) Estimates. The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C)Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project.** Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) Construction Bidding

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, and notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project,** opening and tabulation of bids, recommendations to the **Owner as** to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer.**

(2) Project Site Representation

(a) **In** general, the Triglifeer shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner,** and to protect the **Owner** against defects and deficiencies in the work of the **Contractor.**

(b) **Daily and Weekly Reports. The Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor's** progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I — Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I — Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I — Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor.**

(d)The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer. The Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor's** progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner,** the **Engineer** will furnish the services of a ***Resident*** *Engineer* and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying. The Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings. The Engineer** shall review and check all shop or working drawings furnished by the **Contractor.**

(c) **Control of Materials & Equipment. The Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the *engineering* data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner.**

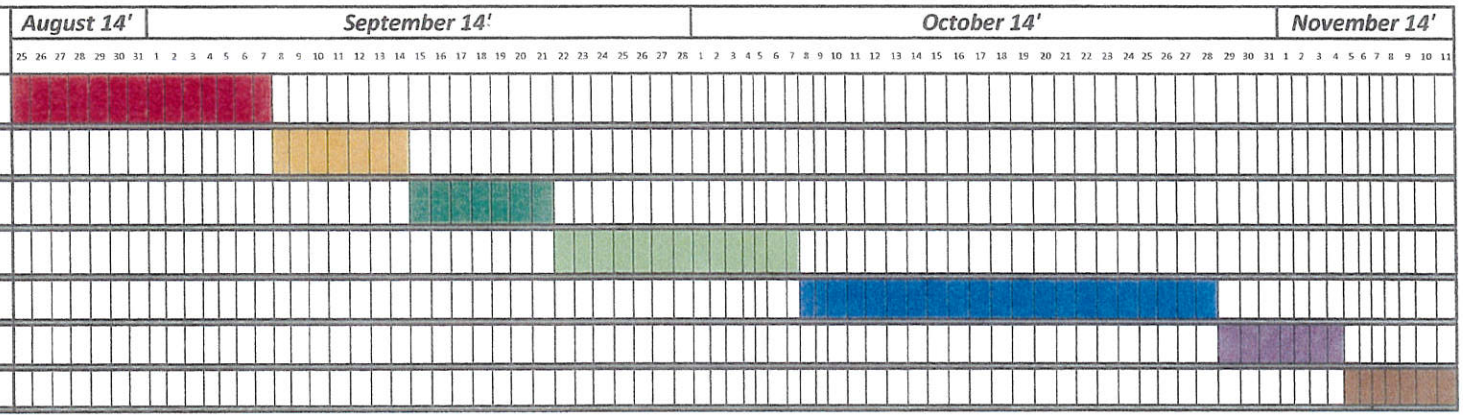
(4) Final Acceptance

(a) Performance Testing. Following the completion of construction by the **Contractor,** the Engineer shall provide the *engineering* support and data required for the initial operation of the **Project.** This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The-Engineer will provide this inspection with either the *Project Engineer* or *Resident Engineer,* as directed by the **Owner.**

(b) As-Built Drawings. The Engineer shall develop as-built drawings to show the work as actually constructed.

.HIBIT "C"
WORK SCHEDULE

Engineering Schedule Summary	Duration
Survey and Topographic Work	14 days
Utility Coordination	7 days
Hydrology and Hydraulics	7 days
Preliminary Engineering	14 days
Plans Final Design	21 Days
QA/QC	7 Days
Spec's Book	7 days



DOS LOGISTICS, INC.

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY P[illegible] - ALAMO LATERAL CONTROL STRUCTURE

		Principal	Project Manager	Sr. Engineer	Project Engineer	Engineer	Senior Designer	Designer	Tech III	Clerical	
	Contracted Rates	$ 288.72	$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
TASK 145	**PROJECT MANAGEMENT/ADMINISTRATION**										
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
	A) Coordinate, Execute and Administer Work Authorization		2		2					2	
	B) Progress Reports and Invoices		2		2					4	
	C) Meetings (Hidalgo County, Stakeholders)		2		2					2	
	TASK 145 SUBTOTAL		**6**		**6**					**8**	
TASK 161											
	Task 161.01 - DESIGN CRITERIA COORDINATION										
	PS&E		2		4		4				
	Tasl 161.01 SUBTOTAL		**2**		**4**		**4**				
	TASK 161.02 - HYDROLOGIC ANALYSIS				2	4					
	TASK 161.02 SUBTOTAL				**2**	**4**					
	TASK 161.03 - HYDRAULIC ANALYSIS				4	4					
	TASK 161.03 SUBTOTAL				**4**	**4**					
	TASK 161.04 - PLAN PREPARATION										
	Create Existing Contours								2		
	Create Drainage Area Map										
	Create Preliminary Design				2	4	6				
	Create Proposed Crossections						2		6		
	Create Existing and Proposed Typical Sections						2		6		
	Prepare Utilities and Drainage Sheets				2		2		24		
	Prepare E&Q Tables						2		12		
	Prepare Details and Standard Sheets						2		12		
	QA/QC		3.1100		2	4	2		12		
	Prepare Specification Book		2		4	8					
	TASK 161.04 SUBTOTAL		**5**		**10**	**16**	**18**		**74**		
	TASK 310.0 - CONSTRUCTION SUPERVISION										
	Inspection				**6**						
	Submittal / Shop Drawing Review				**4**						
	Pay Application Processing				**3**						
	TASK 310.0 SUBTOTAL				**13**						
	TASKS SUBTOTAL		**13**		**39**	**24**	**22**		**74**	**8**	
	TOTAL HOURS (DOS Logistics)		**19.11**		**39**	**24**	**22**		**74**	**16**	
	Contracted Rates		$ 255.39	$ 232.19	$ 199.67	$ 162.53	$ 172.13	$ 116.09	$ 99.94	$ 83.58	
	Total Labor Cost		**$4,881**		**$7,787**	**$3,901**	**$3,787**		**$7,396**	**$1,337**	
	Total		**$29,088**								
	GEO-TECH NOT INCLUDED										

DOS LOG[illegible]S, INC.

EXH[illegible]"D"
FEE BR[illegible]DOWN

[illegible]/4/2014

PROJECT	EST CONST COST	ENGINEERING FEE - 8.5 %	SURVEYING FEE - 2.5 % (SUB-CONSULTANT, DOS LAND SURVEYING)	GEOTECHNICAL FEE (LS) (SUB-CONSULTANT, RABA KISTNER)	SUBTOTAL
HIDALGO COUNTY PCT. No. 4 - ALAMO LATERAL CONTROL STRUCTURE	$ 342,210.10	$ 29,088.00	$ 8,555.25	$ 7,790.00	$ 387,643.35
FEE GRAND TOTAL					$ 387,643.35

DOS LOGISTICS INC. **EXHIBIT "D"** 8/8/2014

Alamo Lateral Control Structure

ENGINEER'S ESTIMATE FOR CONSTRUCTION

PROJECT:	Alamo Lateral Control Structure
PROJECT NUMBER:	
CLIENT:	Hidalgo County Drainage District No.1
GENERAL DESCRIPTION:	Alamo Lateral Outfall Structure
DATE:	8/4/2014
BY:	Oscar Cancino, P.E.

ITEM NO	DRAINAGE ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ITEM TOTAL
1	8" Flex Base - Caliche	46.00	CY	$ 26.00	$1,196.00
2	72" RCP (Rubber Gasket) Class III	64.00	LF	$ 460.00	$29,440.00
3	72" Concrete Headwall (Tie Existing)	2.00	EA	$ 16,500.00	$33,000.00
4	Concrete Wingwall	2.00	EA	$ 7,800.00	$15,600.00
5	Slide Gate w/Assembly (Series 501)	1.00	EA	$ 35,000.00	$35,000.00
6	Berm for By-Pass	1.00	EA	$ 3,500.00	$3,500.00
7	Sand-Cement Backfill (two sacks)	424.00	CY	$ 75.00	$31,800.00
8	Trench Excavation Protection	64.00	LF	$ 15.00	$960.00
9	Concrete Rip-Rap	245.00	SY	$ 90.00	$22,050.00
10	Sediment Control Fence	180.00	LF	$ 5.00	$900.00
11	Hydromulch Seeding	480.00	SY	$ 1.50	$720.00
12	Ditch Excavation Special	424.00	CY	$ 42.00	$17,808.00
13	Concrete Drop Entrance	1.00	EA	$ 5,600.00	$5,600.00
14	Construct Gatewell Struc W/ Apparatus	1.00	EA	$ 100,000.00	$100,000.00
	Drainage Amount				***$297,574.00***
	15% Contengency				**$44,636.10**
	Total Construction				**$342,210.10**

EXHIBIT "D1"

DL, INC.
DOS LOGISTICS, INC.

Contract Rate Schedule

Dos Logistics, Inc

LABOR:

Job Description	Contract Rate 2013
Engineering	
Principal	$288.72
Project manager (VII)	$255.39
Sr. Engineer (V)	$232.19
Project Engineer (QA/QC)	$199.67
Engineer (I)/(II)	$162.53
Sr. Engineer Designer (III)	$172.13
Environmental Scientist	$153.24
Engineer Designer (I) / (II)	$116.09
CADD Operator (I) / (II)	$99.94
Secretary	$83.58

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	*****
Car Rental	*****
Lodging (in State)	*****
Meals	*****
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES
CONTRACT # _____

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and Dos Logistics, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide

See Attached "Exhibit B" for detailed Scope of Services for the Roadway Improvements as it relates to the Hidalgo County Pct. 4 – Alamo Lateral Control Structure

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 29,088.00 . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/2 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number_____

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Dos Logistics, Inc. **as to content and detail of this Work Authorization No. 1.**

BY: _____

Eric C. Ybarra, President/CEO

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____, **as indicated below and effective as of** _____ **day of** _____ **2014.**

THE ENGINEER:

_____

Eric C. Ybarra, President/CEO
Dos Logistics, Inc.

THE OWNER:

_____

Ramon Garcia, Chairman of the Board
Hidalgo County Drainage District No. 1

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLP
BY:

_____

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Logistics, Inc., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Alamo Lateral Control Structure (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: _____, P.E.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, Chairman of the Board
Hidalgo County Drainage District No. 1

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Dos Land Surveying (DLS)., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Alamo Lateral Control Structure (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: _____, P.E.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, Chairman of the Board
Hidalgo County Drainage District No. 1

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXHIBIT "D1"

Dos Land Surveying

Contract Rate Schedule

DOS Land Surveying

LABOR:

Job Description	Contract Rate 2013
Surveying	
Reg. Professional Land Surveyor	$115.40
Survey Crew	$141.60
Survey Technician	$74.50
CADD	$71.60
Admin	$60.64

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	0.60/mile
ATV	$100/day
Lodging (in State)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier Cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$0.12 ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

PROJECT FEE FOR HIDALGO COUNT[illegible]T. 4 - ALAMO LATERAL CONTROL STRUCTURE

PROJECT FEE ESTIMATE

Confidential Information

CLIENT: Dos Logistics Inc

PROJECT: Alamo Control Strucure_Design_ Survey DATE: 7/22/2014

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform 200' X-sections of drainage ditch	56			3			8,275.80	-	-	8,275.80
1.02	Detail drainage structures	30			2			4,478.80	-	-	4,478.80
1.03	Cadd_ Drafting_		24		1			1,833.80	-	-	1,833.80
1.04	Locate ditch r.o.w.	4			4			1,028.00	-	-	1,028.00
1.05	Call Dig Tess/Lone Star		1					71.60	-	-	71.60
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
											-
											-
	CONTINGENCY								-	-	-
999	SUBTOTAL	90	25	0	10	0	0.00	15,688.00	-	-	15,688.00
TOTAL		90	25	0	10	0	0.00	15,688.00	-	-	15,688.00

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Pct. 4 Alamo Lateral Control Structure of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Raba-Kistner., hereinafter call the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the ____ day of _____, concerning Pct. 4 Alamo Lateral Control Structure (hereinafter referred to as the "**Project**"); and

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes supplemental agreements; and

WHEREAS, it has become necessary to amend the contract to
introduce sub-consultants providing survey and geotechnical professional services mentioned in Exhibit B: Dos Land Surveying (DLS) and Raba-Kistner

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Adding Exhibit D1 and Exhibit D2 to include rates for sub-consultants performing the surveying and geotechnical services for the project. Said contract rates are included in Exhibit D1 of this Supplemental Agreement and the unit pricing rates are included in Exhibit D2.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20____.

ENGINEER:

BY: _____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: _____

OWNER:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
Ramon Carcia, Chairman of the Board
Hidalgo County Drainage District No. 1

ATTACHMENTS:

EXHIBIT A -Scope of Services to be provided by the **Owner**
EXHIBIT B -Scope of Services to be provided by the **Engineer**
EXHIBIT B1 – Scope of Work
EXHIBIT C -Work Schedule
EXHIBIT D - Project Fee
EXHIBIT D1 - Engineer's Rates
EXHIBIT D2 – Unit Pricing Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F - Supplemental Agreement
EXHIBIT G – Certificate of Insurance

EXBHIBIT "D1"

RABA KISTNER
CONSULTANTS

Contract Rate Schedule

FIELD OPERATIONS		UNIT PRICE
Mobilization of Drill Rig		$225.25
Drilling/Sampling	stnd drilling	$11.50
Drilling/Sampling	mud rotary	$15.50
Trip Charge		$1.00
Field Coordination		$110.00
Boring Layout & Travel Time		$47.75
Logger		$47.75
Plugging the holes		$5.25

LABORATORY TESTS	UNIT PRICE
Atterberg Limits (PI)	$81.50
Minus 200-mesh Sieve	$55.00
Unconfined Compres.	$47.75
Hydrometer	$301.75
Moisture Content	$10.25
Permeability	$475.00
Corrosivity	$381.75
Consolidation	$731.00

ENGINEERING AND REPORT	UNIT PRICE
Geotechnical Engineer (PE)	$161.00
Jr. Geotechnical Engineer (EIT)	$110.00
Drafting	$88.50
Secretary/Word Processor (NS)	$49.00

EXHIBIT "D"

PROJECT FEE FOR HIDALGO COUNTY PCT. 4 - ALAMO LATERAL CONTROL STRUCTURE

ATTACHMENT I

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: ALAMO CONTROL STRUCTURE - ALAMO
Date: Thursday, July 24, 2014

TO: DOS LOGISTICS, INC.
1002 E. EXPRESSWAY 83
WESLACO, TEXAS 78596

PROPOSAL NO.: PMA14-064-00

ATTN: OSCAR CANCINO, PE
PRINCIPAL

	Number	Depth	Soil	Rock	Soil
STRUCTURE	2	50	50	0	***100***
				0	***0***
				0	***0***
				0	***0***
Totals	2	50	50	0	***100***

FIELD OPERATIONS		**QUANTITY**		**UNIT PRICE**	**TOTAL**
Mobilization of Drill Rig		1	l.s.	$225.25	$225.25
Drilling/Sampling	stnd drilling	70	l.f.	$11.50	$805.00
Drilling/Sampling	mud rotary	30	l.f.	$15.50	$465.00
Trip Charge		89	mile	$1.00	$89.00
Field Coordination		1	hrs.	$110.00	$110.00
Boring Layout & Travel Time		2	hrs.	$47.75	$95.50
Logger		10	hrs.	$47.75	$477.50
Plugging the holes		100	ft	$5.25	$525.00
				Field Operations Subtotal:	$2,792.25

LABORATORY TESTS	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Atterberg Limits (PI)	8	ea.	$81.50	$652.00
Minus 200-mesh Sieve	6	ea.	$55.00	$330.00
Unconfined Compres.	3	ea.	$47.75	$143.25
Hydrometer	1	ea.	$301.75	$301.75
Moisture Content	26	ea.	$10.25	$266.50
Permeability	1	ea.	$475.00	$475.00
Corrosivity	1	ea.	$381.75	$381.75
Consolidation	1	ea.	$731.00	$731.00
			Laboratory Testing Subtotal:	$3,281.25

ENGINEERING AND REPORT	**QUANTITY**		**UNIT PRICE**	**TOTAL**
Geotechnical Engineer (PE)	1	hrs.	$161.00	$161.00
Jr. Geotechnical Engineer (EIT)	12	hrs.	$110.00	$1,320.00
Drafting	1	hrs.	$88.50	$88.50
Secretary/Word Processor (NS)	3	hrs.	$49.00	$147.00
			Engineering and Report Writing Subtotal:	$1,716.50
			TOTAL:	$7,790.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2014

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	CONTACT NAME: Jesusa Villarreal	
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521	FAX (A/C, No): (956) 969-9198
	E-MAIL ADDRESS: jessie@montalvoinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mesa Underwriters Specialty	
INSURED Dos Logistics Inc. 1002 East Expressway 83 Weslaco TX 78596	INSURER B: Texas Mutual Insurance Company	
	INSURER C: Axis Surpuls Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1471501472 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MP0042012000779	4/24/2014	4/24/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001253872-2014	6/8/2014	6/8/2015	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY			EBZ780503012014	4/24/2014	4/24/2015	EACH CLAIM AGGREGATE	2,000,000 2,000,000

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

Project: Hidalgo County Pct.4-Alamo Lateral Control Structure. The General Liability policy contains a special endorsement with Additional Insured wording. In addition, the policy also contains a special endorsement with Waiver of Transfer of Rights of Recovery against others to us. These are automatic status when required in the contract or agreement.

CERTIFICATE HOLDER

Hidalgo County Drainage District 1
2812 S. Buisness Hwy 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

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POLICY NUMBER: MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Requied by written contract for each Addititional Insured endorsement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER:MP0042012000779

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where Requied by written contract for each Addititional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008
INSURED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2014

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	CONTACT NAME: Jesusa Villarreal
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Sentinel Insurance Company, LTD
INSURED Dos Logistics Inc. 1002 East Expressway 83 Weslaco TX 78596	INSURER B: Progressive County Mutual Ins.
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1491001504 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			61UECZE7863	8/20/2014	8/20/2015	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
				03244013-0	8/20/2014	8/20/2015	COMBINED SINGLE LIMIT	$ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Hidalgo County Pct. 4 - Alamo Lateral Control Structure

CERTIFICATE HOLDER

Hidalgo County Drainage District 1
2812 S. Business Hwy 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

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This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

THE HARTFORD

POLICY NUMBER: 61 UEC ZE7863 DX
RENEWAL OF: 61 UEC KO4021

Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

DOS LOGISTICS INC

1002 E EXPRESSWAY 83
WESLACO , TX 78596
(HIDALGO COUNTY)

Policy Period: **From** 08/20/14 **To** 08/20/15
12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium:

Coverage Part and Insurance Company Summary	**Advance Premium**
COMMERCIAL AUTO SENTINEL INSURANCE COMPANY, LIMITED ONE HARTFORD PLAZA HARTFORD , CT 06155	
TEXAS ABTPA FEE	

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 IH99400409 IH99410409 IL00210908 HA00250614

Agent/Broker Name: TRYTON INSURANCE GROUP LLC/PHS

Countersigned by (Where required by law) Susan L. Castaneda Authorized Representative 08/11/14 Date

Form HM 00 10 01 07

POLICY NUMBER: 61 UEC ZE7863

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	07, 08, 09	$ 1,000,000	$
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	07	Separately stated in each Personal Injury Protection Endorsement.	$
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS	07	$ SEE FORM HA2102 OR STATE FORM(S)	$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)		$	

POLICY NUMBER: 61 UEC ZE7863

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	$
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus $ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	$
TOWING AND LABOR		$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	

Endorsement Premium
(Not included above)

TOTAL ADVANCE PREMIUM: $

POLICY NUMBER: 61 UEC ZE7863

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE
RATING BASIS IS COST OF HIRE. **Cost of hire** means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each $100 Cost of Hire	Advance Premium
	IF ANY		$

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: $

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners		$
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: $

SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS)



POLICY NUMBER: 61 UEC ZE7863

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00001 04 DODGE GARAGED: WESLACO		TX TERR: 057	ID NO. 1D7HA16N64J295345 CLASS: 01599
NO. 00002 07 GMC GARAGED: WESLACO	SUV	TX TERR: 057	ID NO. 1GKFK130X7R156501 CLASS: 01599
NO. 00003 05 DODGE GARAGED: WESLACO		TX TERR: 057	ID NO. 1D3HA16N75J612729 CLASS: 01599
NO. 00004 07 ROVER GARAGED: WESLACO		TX TERR: 057	ID NO. SALMF13487A257618 CLASS: 01599
NO. 00005 07 DODGE GARAGED: WESLACO		TX TERR: 057	ID NO. 1D7HU18PX7S247092 CLASS: 01599
NO. 00006 07 DODGE GARAGED: WESLACO		TX TERR: 057	ID NO. 1D7HU18P47S247413 CLASS: 01599
NO. 00007 07 DODGE GARAGED: WESLACO		TX TERR: 057	ID NO. 1D7HU18P07S247411 CLASS: 01599
NO. 00008 07 DODGE GARAGED: WESLACO		TX TERR: 057	ID NO. 1D7HU18PX7S247416 CLASS: 01599
NO. 00009 08 ROVER GARAGED: WESLACO		TX TERR: 057	ID NO. SALMF13468A293521 CLASS: 01599
NO. 00010 08 DODGE GARAGED: DONNA		TX TERR: 057	ID NO. 1D7HA18N08J236505 CLASS: 01499
NO. 00011 85 FORD GARAGED: WESLACO	VAN	TX TERR: 057	ID NO. 1FDNK74N7FVA66535 CLASS: 31489
NO. 00012 12 DODGE GARAGED: WESLACO	SUV	TX TERR: 057	ID NO. 1C4SDHDT5CC308476 CLASS: 01499
NO. 00013 13 DODGE GARAGED: WESLACO		TX TERR: 057	ID NO. 1C6RR7FP9DS543603 CLASS: 01499
NO. 00014 12 FORD GARAGED: WESLACO	VAN	TX TERR: 057	ID NO. 1FBNE3BL2CDA18565 CLASS: 01499
NO. 00015 12 FORD GARAGED: WESLACO ORIG. COST NEW: $ 35,000		TX TERR: 057	ID NO. 1FT7W2BT1CEA06512 CLASS: 01499
NO. 00016 13 FORD GARAGED: WESLACO		TX TERR: 057	ID NO. 1FTFW1CFXDKD95166 CLASS: 01499

MONTALVO INS AGCY
208 S TEXAS BLVD
WESLACO, TX 78599

PROGRESSIVE®

Named insured

DOS LOGISTICS INC
1002 EAST EXPRESSWAY 83
WESLACO, TX 78596

Policy number: 03244013-0
Underwritten by:
Progressive County Mutual Ins Co
August 19, 2014
Policy Period: Aug 20, 2014 - Aug 20, 2015

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

1-956-968-5521
MONTALVO INS AGCY
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage begins the later of August 20, 2014 at 12:01 a.m. or at the time your application is executed on the first day of the policy period . This policy period ends on August 20, 2015 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852TX (02/07), 1652TX (05/07), 1890 (03/08), 1891 (03/08), Z528TX (03/07), Z313 (05/07), 4852TX (03/07), 4881TX (06/11) and Z228 (01/11).

The named insured organization type is a corporation.

Automobile Burglary/Theft Prevention Authority Fee

Notice: A fee of $6.00 is payable in addition to the premium due under this policy. This fee partially or completely reimburses the insurer, as permitted by 28 TAC §5.205, for the $2.00 fee per motor vehicle per year required to be paid to the Automobile Burglary and Theft Prevention Authority under Vernon's Annotated Revised Civil Statutes of the State of Texas, Article 4413(37), §10, which was effective on June 6, 1991, and revised effective September 1, 2011.

Continued

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Hired Auto Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Employer Non-Owned Auto Liability To Others			
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$100,000 combined single limit		
Uninsured Motorist Property Damage	Included in combined single limit	$250	
Personal Injury Protection	$2,500 each person		
Comprehensive			
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			
See Auto Coverage Schedule	Limit of liability less deductible		
Roadside Assistance			
See Auto Coverage Schedule			
Subtotal policy premium			
Automobile Burglary/Theft Prevention Authority Fee			
Total 12 month policy premium and fees			

Number of Employees: (0-10)
Cost of Hire: $5,000 or less (if any)

Auto coverage schedule

1. **2013 Mercedes-Benz G550**
   VIN: WDCYC3HFXDX202730
   Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

2. **2013 Merz G63 Amg**
   VIN: WDCYC7DF6DX206187
   Stated Amount: *$100,000 (including Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

3. **2001 Mercedes-Benz S500**
   VIN: WDBNG75J31A191984
   Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
   Garaging Zip Code: 78537 Radius: 50

AI -56690 **10.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of closing documents as they relate to Pct. 2 Fee Simple Right of Way Project - Parcel 26.

B.) Requesting approval of closing documents as they relate to Pct. 2 Fee Simple Right of Way Project - Parcel 27.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Jaime Salazar Started On: 09/29/2016 04:36 PM

Final Approval Date: 09/30/2016

AI -56684 **11.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 BOND SERIES

Requesting approval of Work Authorization No. 6 to Agreement No. HCDD1-16-008-02-12 with Urban Infrastructure Group, Inc. in the amount of $8,108.87 as it relates to Engineering Services for Pct. 1 - Mile 13 1/2 and 1015 area Drainage Improvement Project / Villa Drive. (Subject to HB1295)

BACKGROUND

Fiscal Impact

Attachments

WA No. 6

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Jaime Salazar Started On: 09/29/2016 03:35 PM

Final Approval Date: 09/30/2016

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT # _____
WORK AUTHORIZATION FORM PROJECT NAME: Pct. 1 – Mile 13 ½ and 1015 area Drainage Improvement Project

WORK AUTHORIZATION NO. No. 6

THIS WORK AUTHORIZATIO is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between Hidalgo County Drainage District No. 1 hereinafter called the "Owner", and Urban Infrastructure Group, Inc., professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide engineering services for as described in detail on attached Exhibit "B" – Scope of Services.

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 8,108.87. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. _____
Requisition Number_____

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by_____ as to content and detail of this Work Authorization No. 6.

BY: _____
Jaime Salazar, Operations Manager

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and _____ as indicated below and effective as of _____ day of _____, 2016.

ENGINEER: UBRAN INFRASTRUCTURE GROUP, INC.

_____
Craig A. Gonzalez, P.E.
President

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT No.1

_____
Ramon Garcia, Chairman of the Board

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____

EXHIBIT "A"

Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the **"Project"**.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER**, and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the **"Project"**.

(5) Provide timely review and decisions in response to the **ENGINEER**'S request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the **"Project"** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting;
(b) Approve date and location of the meeting; and
(c) Review/approve Public Meeting Report

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "___" of the Agreement.

(9) Review and approve the **"Project"** design criteria.

(10) Review and approve change orders as required and prepared by the **ENGINEER**.

Exhibit "B" – Scope of Services

Services to be provided by Engineer

In this Work Authorization the ENGINEER will provide engineering services for the Design and preparation of Construction Bidding Documents for the proposed street improvement project for Villa Drive. Engineering services will include street design, and preparation of construction plans and technical specifications for the proposed PROJECT.

Construction plans and technical specifications will be prepared in accordance with the Hidalgo County Precinct 1 standards for Construction and Repair of Roads (Class C Pavement) adopted in 2006 in conjunction with the Geotechnical Engineering report in provided by others. Roadway improvements in Villa Drive will include removal of existing 2" asphalt wear surface, removal of 6" of existing caliche base, 1.5% lime treatment on remaining 2" of caliche base, installation of Biaxial Geogrid #1200, installation of 6" new caliche base, and installation of prime coat and 2" of new asphalt. Approximately 3,437.78 SY of caliche base, and asphalt surface will be improved.

ENGINEER will support the CLIENT in following its Procurement Policy for public competitive bid solicitations to hire a Contractor to perform the roadway improvements. During bidding of the contract. ENGINEER will develop and issue any addenda and/or clarifications to the construction bid package, coordinate and attend one pre-bid conference for the contract, evaluate bids received, recommend award of the contract, and prepare the contract for signatures by CLIENT and the successful bidder. Services for bidding of the PROJECT is normal bidding and award procedures for this type of construction.

EXHIBIT D - WORK AUTHORIZATION NO. 6

FEE PROPOSAL BASIC SERVICES

Mile 13 1/2 and 1015 Area Drainage Improvements

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

	Preliminary Engineering Tasks	Principal Hours	Principal Cost	PE Hours	PE Cost	Asst. Eng.	Asst. Eng. Cost	CADD Hours	CADD Cost	Admin Hours	Admin Cost	Total Cost
1	Preliminary Engineering	2	$ 300.00	4	$ 480.00		$ -		$ -		$ -	$ 780.00
2	Final Design Construction Plans	4	$ 600.00	39	$ 4,680.00		$ -	31.52	$ 2,048.87		$ -	$ 7,328.87
3	Bid Documentation and Bid Assistance		$ -		$ -		$ -		$ -		$ -	$ -
4	Prepare As-Built Drawings		$ -		$ -		$ -		$ -		$ -	$ -
	Total WA No. 3	6	$ 900.00	43	$ 5,160.00	0	$ -	32	$ 2,048.87	0	$ -	**$ 8,108.87**

	Hourly Rate	Total Manhours
Principal	$150	6
Professional Engineer	$120	43
Assistant Engineer	$95	0
CAD Desiner	$65	32
Administrative Assistant	$45	0
Total		81

AI -56687 **12.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and status update as it relates to Interlocal Agreement between Hidalgo County Irrigation District No.1 and Hidalgo County Drainage District No. 1, Penitas Pump House.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Jaime Salazar Started On: 09/29/2016 04:00 PM

Final Approval Date: 09/30/2016

AI -56700 **13.**

DRAINAGE DISTRICT

Meeting Date: 10/04/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of final negotiated agreement with Quintanilla, Headley & Associates, Inc. as it relates to Professional Surveying Services for Mercedes Lateral Project. Approved for negotiations by HCDD1 Board on 06-07-2016.

BACKGROUND

Fiscal Impact

Attachments

C-HCDD1-16-051-10-04

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	09/30/2016 05:24 PM

Form Started By: Jaime Salazar Started On: 09/30/2016 10:55 AM

Final Approval Date: 09/30/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-HCDD1-16-051-10-04

THIS AGREEMENT is made effective the ____ day of _____, **2016**, by and between the **Hidalgo County Drainage District No. 1** ("District") and **Quintanilla, Headley & Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the District requires "Surveying Services" **Mercedes Lateral Project** located within **Hidalgo County.**

WHEREAS, the District solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services",

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ),

WHEREAS, the District has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities;

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the District requested proposals from professional Surveyors to assist the District by providing Surveying services; and

WHEREAS, the District has selected the Surveyor to provide Surveying services within Hidalgo County, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. Scope of Services. Surveyor agrees to provide to District "Surveying services" **for Mercedes Lateral Project** located within **Hidalgo County** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by the District.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County Drainage District No. 1 has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **October 04, 2016** and will expire on **October 03, 2017,** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the District for each **"Purchase Order"**.

The District assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the District for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Surveyor. Hidalgo County Drainage District No. 1 reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the District agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the District and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, District shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The District or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the District or at other agreed upon locations.

6. Inspection of Work. The District has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The District retains the right to reject any such amendment proposed by the

Surveyor unless the District finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the District finds it necessary to require changes in completed work because of errors made by the Surveyor, the District shall require the Surveyor to correct the work at no cost to the District and without amendment to the agreement. If the changes are made at the request of the District and are not due to errors of the Surveyor, the District will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the District in writing of events which have a significant impact upon the agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any District or, if Federal funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the District shall be delivered to and become the property of the District. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the District without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the District under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County Drainage District No. 1 policies and with any applicable federal, state or local laws,

regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County Drainage District No. 1 or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County Drainage District No. 1 and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The District may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for District in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of District.

14. Conflict. 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 agreement, 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.

15. No Waiver. No waiver by District 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.

16. Entire Agreement. This Agreement contains the entire agreement 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 District and Surveyor, and not otherwise.

17. Venue. 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.

18. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify District from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney=s fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and

travel expenses which are incurred by the prevailing party.

20. Notices. 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 District: Hidalgo County Drainage District No. 1
Attention: Jaime J. Salazar
902 N. Doolittle Rd.
Edinburg, Texas 78542

If to Surveyor: **Quintanilla, Headley & Associates, Inc.**
Attn: Alfonso Quintanilla, PE, R.P.L.S.
124 E. Stubbs
Edinburg, Texas 7842

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 Unites States mail.

21. Execution of 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.

22. Binding Agreement. 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.

23. Gender. 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.

24. Authority. The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and Surveyor in accordance with its terms.

25. Commitment of Current Revenues. In the event that, during any term hereof, the District does not appropriate sufficient funds to meet to the obligations of this Agreement, the District may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The District 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 the District pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

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

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ___ day of _____, **2016**.

SURVEYOR:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY:_____
Alfonso Quintanilla, P.E./R.P.L.S.

OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____
Ramon Garcia, Chairman of the Board

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

Parcels: 25, 26, 27a, 27b, 28, 29, 30, 31, 32, 34, 35, 37A-1, 37A-2, 37A-3, 37A-4, 37C, 37D, 39, 41, 42, 43, 44, 45, 47, 48, 49, 51b, 51c, 52, 53, 54, 55, 58, 59a, 59b, 60, 61, 63, 65, 66, 67, 68, 69, 70, 72, 73, 74, 76, 77, 79, 80, 87, 88, 89, 90, 95 (56 Total parcels).

1. Recover control monuments
2. Recover existing property corners
3. Perform field survey and set property corners

EXHIBIT "B"

Surveying Rate Schedule

Registered Professional Engineer	$170.00
Registered Professional Land Surveyor	$160.00
3-Man Survey Crew	$150.00
Computer Technician	$85.00
Administrative	$60.00
Research	$50.00

Fee Breakdown

JOB DESCRIPTION	HOURS	RATE	TOTAL
R.P.L.S.	20	$160.00	$3,200.00
3-MAN SURVEY CREW	160	$150.00	$24,000.00
COMPUTER TECHNICIAN	20	$85.00	$1,700.00
ADMINISTRATIVE	10	$60.00	$ 600.00
RESEARCH	20	$50.00	$1,000.00
		GRAND TOTAL	**$30,500.00**

Alternate No.1 – Survey Plat (Each)

JOB DESCRIPTION	HOURS	RATE	TOTAL
R.P.L.S.	2	$160.00	$320.00
COMPUTER TECHNICIAN	4	$85.00	$340.00
RESEARCH	2	$50.00	$100.00
		GRAND TOTAL	**$760.00**

EXHIBIT "C"

Insurance Requirements