



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
December 6, 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 -57610** A. Request approval to create one (1) Information Technology Technician V position for the Maintenance & Operations Drainage Administration Budget and set salary at \$50,744.

B. Approval of Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of \$3,701.87 to fund through December 31, 2016
7. **AI -57602** A. Request approval to create one (1) Engineering Technician IV position for the Maintenance and Operations Budget and set salary at \$45,923.
B. Approval of Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of \$3,350.70 through December 31, 2016.

8. **AI -57491** Authority to advertise and approval of plans and specifications developed by project engineer, S&B Infrastructure, LTD, for: Hidalgo County Drainage District No. 1 -"Pharr-McAllen South Drain Outfall Improvements at USIBWC Main Floodway" -RFB No. HCDD1-16-060-12-28, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.
9. **AI -57594** A.) Requesting approval of closing documents for Parcel 24 as it relates to Pct. 2 Fee Simple Project.

B.) Pursuant to the Boards approval of Agenda Item No. 57594 (A). Requesting approval to issue manual payment in the amount of \$35,869.13 to Sierra Title of Hidalgo County Inc. for order file no. 0003162523, Parcel 24.
10. **AI -57578** General Fund
Budget: 006-M&O
Request approval for Application for Payment No. 2 in the amount of \$83,505.60 from RDH Site and Concrete, LLC related to Contract No. C-HCDD1-16-026-06-07 Tex Mex Drain Ditch Improvements.
PO#629640
11. **AI -57559** Requesting approval of "First Amendment" to the Agreement for Professional Services No.C-HCDD1-16-056A-11-15 with Quintanilla, Headley & Associates, Inc. for "Surveying Services (on call on as needed basis)" to reflect a revised/updated Scope of Services and Rates.
12. **AI -57567** Requesting approval to award a service contract with Tru Bleu Pure Water, LLC, for the Lease of a Drinking Water System for the District's Shop for an initial cost of \$490.00 and \$195.00 per month for a period of five (5) years.(Subject to HB1295).
13. **AI -57589** Concurrence and approval of Plans from TxDot of Proposed State Highway Improvement Project CSJ: 0669-01-049, FM 681 Hidalgo County.
14. **AI -57482** Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.,) as attached hereto for: Hidalgo County Drainage District No. 1 - "Mowing and Various Maintenance Services for the Main Floodwater Channel (from FM490 to FM1420)"- RFB No.HCDD1-16-059-12-28, including the re-advertisement of project in the event no bids are received & project is still required.

15. **AI -57609** Request approval of a budget amendment in the amount of \$ 581,600 from the District's General Fund. This amount is needed for District's maintenance and operations budget through December 31, 2016.
16. **AI -57571** In accordance with Water Code Section 49.057 and Subchapter A of Government Code, Section 2254, requesting approval to select and award the firm of _____ for the provision of professional legal services/representation to pursue all remedies available to the Hidalgo County DD #1 in connection with the agreement between Hidalgo County Drainage District #1 and Integ Corporation as outlined/contained in the final Lee Law Firm Report and authority to submit letter of engagement
17. **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**
 - C. **AI -57618** Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation
 - D. **AI -57628** C-3877-16-C; Esau Zuniga-Gallegos v Hidalgo County, Texas, Hidalgo County Drainage District, et al
18. **Open Session:**
 - A. **Real Estate Acquisition**
 - B. **Pending and/or Potential Litigation**
 - C. **AI -57619** Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation
 - D. **AI -57629** C-3877-16-C; Esau Zuniga-Gallegos v Hidalgo County, Texas, Hidalgo County Drainage District, et al

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

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

21. **Adjourn**

AI -57610

6.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted By: Alvaro Chuc, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to create one (1) Information Technology Technician V position for the Maintenance & Operations Drainage Administration Budget and set salary at \$50,744.

B. Approval of Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of \$3,701.87 to fund through December 31, 2016

BACKGROUND

Fiscal Impact

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Alvaro Chuc		Started On: 12/02/2016 11:40 AM
Final Approval Date: 12/02/2016		

AI -57602

7.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted By: Alvaro Chuc, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval to create one (1) Engineering Technician IV position for the Maintenance and Operations Budget and set salary at \$45,923.

B. Approval of Revised Salary Schedule and Budget Amendment to fund new position as noted in Item A in the amount of \$3,350.70 through December 31, 2016.

BACKGROUND

Fiscal Impact

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Alvaro Chuc		Started On: 12/02/2016 11:22 AM
Final Approval Date: 12/02/2016		

AI -57491

8.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Authority to advertise and approval of plans and specifications developed by project engineer, S&B Infrastructure, LTD, for: Hidalgo County Drainage District No. 1 -"Pharr-McAllen South Drain Outfall Improvements at USIBWC Main Floodway" -RFB No. HCDD1-16-060-12-28, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	12-10-16 & 12-17-16
2	Pre-Bid Conference	12-19-16 @ 3:00 PM
3	Bid Openings	12-28-16 @ 9:30 AM

Fiscal Impact

Attachments

HCDD1-Specification's Front End Docs

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

12/02/2016 05:08 PM

Form Started By: Moises Salazar

Started On: 11/28/2016 04:45 PM

Final Approval Date: 12/02/2016



**REQUEST FOR BIDS (RFB)
FRONT END DOCUMENTS**

Hidalgo County Drainage District No. 1

**“PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN
FLOODWAY”**

RFB No: HCDD1-16-060-12-28

ITEM	DESCRIPTION	NO. OF PAGES
1.	Bid Invitation Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit C Insurance Requirements	4
4.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
5.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement (For Information Only)	3
6.	Exhibit E –Proposers Affidavit of Non-Collusion	1
7.	Vendor/Bidder Application and W-09 form(s)	6
8.	Certification Regarding Debarment	1
9.	Form HB 1295 (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
10.	Submittal Check List	1

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



Hidalgo County Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

December 12, 2016

Re: Hidalgo County Drainage District No. 1
**Request for Bids- "PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC
MAIN FLOODWAY"**
RFB No: HCDD1-16-060-12-28

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

“PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY”

RFB No: HCDD1-16-060-12-28

BID OPENING DATE:

December 28, 2016 at 9:30 A.M.

Contact Person:

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

Form HCDD1-03



1. Sealed bids will be received for **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- “PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY”** in accordance with the specifications attached hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 (“District”). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB NO.: HCDD1-16-060-12-28- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 “PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY”** 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, December 28, 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.: HCDD1-16-060-12-28 “PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY”**

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

3. Hidalgo County Drainage District No. 1 reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the elevation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the District determines it is in its best interest to do so.
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Drainage District No. 1. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Drainage District No. 1 from all obligations to the contracting party with regard to the item(s) in question. In such event, the District may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a District owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Drainage District No. 1. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as part of their bid.
10. The District reserves the right to accept or reject any or all bids.
11. Cost are to be net F.O.B., District Prepaid.
12. The District is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the District budget for this fiscal year only. The District, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of the District are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the District which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Drainage District No. 1 Office in order to establish an account with the District. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO.1- "PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the District, or for any elected official, department head or employee or former elected official, department head or employee of the District, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the District.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the District, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Drainage District No. 1 (“the District”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the District. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Drainage District No. 1 for the sale or purchase of property, goods or services. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Drainage District No. 1 are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. 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. In box 3 of Form 1295, you will provide the **RFB No. (i.e. HCDD1-16-060-12-28)** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7080 or via email to moises.salazar@hcdd1.org . 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 nonconforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

**“PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC
MAIN FLOODWAY”**
BID NO.: HCDD1-16-060-12-28

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 “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 DATE (MM/DD/YY)
CERTIFICATE OF INSURANCE

PRODUCER	<p>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.</p> <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p>
INSURED	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
C	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS- <input type="checkbox"/> 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
<p>Hidalgo County Drainage District No. 1 902 N. Doolittle Road Edinburg, TX 78542</p>		<p>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.</p> <p>AUTHORIZED REPRESENTATIVE _____</p>

Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from the County of bid awarded by the Hidalgo County Drainage District No. 1 Board of Directors;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Drainage District No. 1 Board of Directors; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____
- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

NOTICE TO BIDDER:

A certificate of insurance for the required insurance limits shall be provided to the Drainage District No. 1 Contract Manager in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Drainage District No. 1 will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Drainage District No. 1 and proceed to complete the project in a timely manner.

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

Authorized Signature

Date

Company

Address

City, State, Zip

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-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "TITLE (PROJECT DESCRIPTION)"
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

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):		
E-Mail Address:		
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:	Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?:	<input type="checkbox"/> Yes	<input type="checkbox"/> 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: \$ _____

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 ⁴
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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



FORMS SUBMITTAL CHECK LIST

REQUEST FOR BIDS

Hidalgo County Drainage District No. 1

"PHARR-MCALLEN SOUTH DRAIN OUTFALL IMPROVEMENTS AT USIBWC MAIN FLOODWAY"

RFB No: HCDD1-16-060-12-28

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" CIQ Form- Copy of County Clerk File Recording fee receipt.
- _____ Exhibit "E" Proposers Affidavit
- _____ Vendor Bidder Application and IRS form W-9
- _____ Certification Regarding Debarment
- _____ One (1) Original, One (1) Copy containing a complete response
(including Bid Form and any other requested form(s)).

AI -57594

9.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval of closing documents for Parcel 24 as it relates to Pct. 2 Fee Simple Project.

B.) Pursuant to the Boards approval of Agenda Item No. 57594 (A). Requesting approval to issue manual payment in the amount of \$35,869.13 to Sierra Title of Hidalgo County Inc. for order file no. 0003162523, Parcel 24.

BACKGROUND

Fiscal Impact

Attachments

Parcel 24

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Jaime Salazar		Started On: 12/02/2016 10:32 AM
Final Approval Date: 12/02/2016		

NOV 21 2016

10:04 AM PM

SIERRA TITLE OF HIDALGO COUNTY, INC.

BY: *NTP*

INVOICE

Bill To:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 N. DOOLITTLE RD
EDINBURG, TX 78542

Date: November 7, 2016

Order File No.: 0003162523

Property Description:

Lot(s): 194
Kelly-Pharr Subdivision

DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$34,770.00)	\$415.00
recording fee and e-filing fee	\$127.00
tax service and tax certificate	\$54.13
Guaranty Fee	\$3.00
Sales price	\$34,770.00
Escrow Fee	\$500.00
TOTAL	\$35,869.13

****PLEASE ENCLOSE A COPY OF THIS INVOICE WITH YOUR PAYMENT TO INSURE PROPER CREDIT.****

- Original recorded Warranty Deed
- Original recorded affidavit
- Original Owner's Title Policy
- Certified HUD

Jaime Salinas, PCT #2

Representing • Chicago Title • Fidelity National Title • WFG National Title
• Sierra Title Guaranty

AI -57578

10.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Lora Briones

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

General Fund

Budget: 006-M&O

Request approval for Application for Payment No. 2 in the amount of \$83,505.60 from RDH Site and Concrete, LLC related to Contract No. C-HCDD1-16-026-06-07 Tex Mex Drain Ditch Improvements.

PO#629640

BACKGROUND

Fiscal Impact

Attachments

TxCordia-PMT#2-TEX MEX

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Claudette Guerrero		Started On: 12/01/2016 05:21 PM
Final Approval Date: 12/02/2016		

APPLICATION FOR PAYMENT NO.2

OCT 25 2016

1:48 AM / PM

Rosa Lee

To: HIDALGO COUNTY DRAINAGE DISTRICT NO.1 (OWNER)
 From: RDH SITE AND CONCRETE, LLC (CONTRACTOR)
 Contract: C-HCDD1-16-026-06-07
 Project: TEX MEX DRAIN DITCH IMPROVEMENTS (ROAD CROSSINGS)
 Owner's Contract No. C-HCDD1-16-026-06-07 Engineer's Project No. C-HCDD1-16-026-06-07
 For Work accomplished through the date of: 10/19/2016

1. Original Contract Price:	\$	293,297.46
2. Net change by Change Order and Written Agreements(+or-):	\$	-
3. Current Contract Price (1 plus 2):	\$	293,297.46
4. Total completed and stored to date:	\$	293,297.46
5. Retainage (per Agreement):		
<u>10%</u> of completed Work:	\$	29,329.75
_____ of stored material	\$	-
Total Retainage:	\$	29,329.75
6. Total completed and stored to date less retainage (4 minus 5)	\$	263,967.71
7. Less previous Application for Payments:	\$	180,462.11
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	83,505.60

Accompanying Documentation:

QTY WORKSHEET

CONTRACTOR'S Certification:

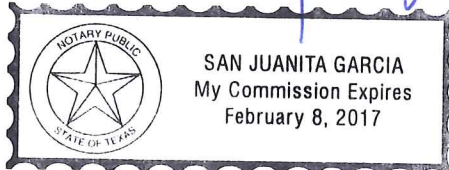
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date October 19, 2016
 State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this October
 day of 19th, 2016

RDH Site & Concrete, LLC
CONTRACTOR

By: [Signature]

San Juanita Garcia
 Notary Public
 My Commission expires: February 8, 2017



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

ENGINEER

By: _____



Estimate Quantity Update Worksheet

Date: 10/19/2016

Colonia: _____
 Roadway: _____
 Control: _____
 Project No.: C-HCDD1-16-026-06-07
 County: HIDALGO COUNTY
 Est. No.: 2
 Work Type: DRAINAGE IMPROVEMENTS
 Limits: _____

Contractor: RDH SITE AND CONCRETE,LLC Date Began: 7-Jul-16
 Contract Price: \$ 293,297.46 Contract Time: 45
 Control: _____ Time Changed: 103
 Project No.: C-HCDD1-16-026-06-07 % Time Used: _____

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	Month No.1			Month No.2			Month No.3			Month No.4			Month No.5			Month No.6			Balance to Finish
						Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	
(901) ADMINISTRATIVE																								
(902) PRELIMINARY ENGINEERING																								
(903) CONSTRUCTION ENGINEERING																								
(904) RIGHT-OF-WAY																								
(906) DRAINAGE																								
1	TRAFFIC CONTROL	LS	1.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	0.5	0.50	750.00	0.50	1.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
2	EROSION AND SEDIMENTAL CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY ANS TCEQ REQUIREMENTS FOR STORM WATER POLLUTION	LS	1.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	0.5	0.50	750.00	0.50	1.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
3	JUNCTION BOX	EA	2.00	\$ 2,500.00	\$ 5,000.00	\$ -	0	-	5,000.00	2.00	2.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
4	CONCRETE COLLAR FOR 24" PIPE	EA	1.00	\$ 600.00	\$ 600.00	\$ 600.00	1	1.00	-	-	1.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
5	TYPE "C" INLET WITH CONCRETE APRON	EA	3.00	\$ 2,500.00	\$ 7,500.00	\$ 5,000.00	2	2.00	2,500.00	1.00	3.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
6	SAFETY END TREATMENT FOR 18" STORM DRAIN PIPE	EA	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	1	1.00	-	-	1.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
7	REINFORCED CONCRETE RIP-RAP	CY	188.00	\$ 200.00	\$ 37,600.00	\$ 17,600.00	88	88.00	20,000.00	100.00	188.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
8	PAVEMENT REPAIR/CURB REPAIR	SY	188.00	\$ 64.00	\$ 12,032.00	\$ 5,632.00	88	88.00	6,400.00	88.00	188.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
9	TRENCH PROTECTION	LF	1582.00	\$ 1.00	\$ 1,582.00	\$ 1,382.00	1382	1,382.00	200.00	200.00	1,582.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
10	COMPACTED DIRT FILL (LABOR ONLY)	CY	543.00	\$ 4.00	\$ 2,172.00	\$ 2,000.00	500	500.00	172.00	43.00	543.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
11	REMOVE EXHISTING STORM SYSTEMS AS NOTED IN PLANS (INLETS, PIPES, CONCRETE, ETC.)	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	1	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total Drainage																								\$ -

(906) DRAINAGE																								
1	18" RUBBER GASKET RCP CL III STORM DRAIN PIPE	LF	61.00	\$ 60.00	\$ 3,660.00	\$ 3,660.00	61	61.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
2	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	LF	159.00	\$ 91.00	\$ 14,469.00	\$ 14,469.00	159	159.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
3	48" RUBBER GASKET RCP CL III STORM DRAIN PIPE	LF	1362.00	\$ 140.00	\$ 190,680.00	\$ 134,680.00	962	962.00	56,000.00	400.00	1,362.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
4	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	LF	1582.00	\$ 2.53	\$ 4,002.46	\$ 2,990.46	1182	1,182.00	1,012.00	400.00	1,582.00	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total Drainage																								\$ -

TOTAL BASE AMOUNTS + ALTERNATE NO. 1-RCP:																								\$ -
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	------

ADMINISTRATIVE (901) \$ -
 PRELIMINARY ENGINEERING (902) \$ -
 CONSTRUCTION ENGINEERING (903) \$ -
 Total to Date \$ -

RIGHT-OF-WAY (904): \$ -
 Roadway (905): \$ -
 Drainage (906): \$ 92,784.00
 Total to Date \$ 293,297.46

Prepared and Checked By: Signature: _____
 Printed Name: _____

Date: 10/19/2016



October 19, 2016

RE: HIDALGO COUNTY DRAINAGE DISTRICT NO.1
TEX-MEX DRAIN DITCH IMPROVEMENTS ROAD CROSSINGS
C-HCDD1-16-026-06-07

The Following is the list of suppliers used in the above mentioned project as per the County request:

Upper Valley Materials

7301 W. Expressway 83 Mission, Texas 78577 956-432-0600

Rio Valley Pipe

7301 W. Expressway 83 Mission, Texas 78577 956-432-0600

L&R Precast

3807 N. Bentsen Palm Dr. Mission, Texas 78577 956-583-6293


L&R Ready Mix

3807 N. Bentsen Palm Dr. Mission, Texas 78577 956-583-6293

RDH Site and Concrete, LLC does not hire any subcontractors, all work performed is completed by our firm.

If you have any questions, please call me (956)502-5426

Best Regards;


Dianaly De Hoyos, General Manager



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with RDH SITE AND CONCRETE, LLC
to furnish MATERIALS

in connection with certain improvements to real property located in TEX MEX DRAIN DITCH
County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

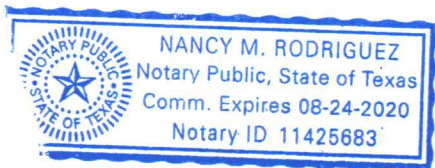
Which improvements are described as follows:

AGGREGATES

In consideration of Pay Estimate No 1 in the amount of Ten Thousand Six Hundred
Eleven Dollars and Thirty Two Cents DOLLAR(\$ \$10,611.32)and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real
property on account of any labor performed or materials furnished or to be furnished or labor
performed and materials furnished by the undersigned pursuant to the above-mentioned contract
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the
erection and construction of such improvements on the Property have been fully paid and
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for
material or labor against said Property arising out of any bills for material or labor in connection
with the erection or construction of said improvements thereon, Undersigned will obtain a
settlement of such lien or liens and a proper release thereof shall be obtained.

NAME: UPPER VALLEY MATERIALS
CONTRACTOR



BY: Edgar Mendez / CREDIT MGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 24th day of October, 2016 to
certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-24-20



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with RDH SITE AND CONCRETE, LLC
to furnish MATERIALS

in connection with certain improvements to real property located in TEX MEX DRAIN DITCH
County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

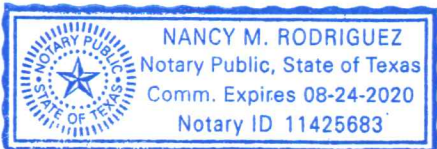
Which improvements are described as follows:

RCP PIPE

In consideration of Pay Estimate No 1 in the amount of Six Four Thousand One Hundred Sixty Eight Dollars and Zero Cents DOLLAR (\$ \$64,168.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

NAME: RIO VALLEY PIPE
CONTRACTOR



BY: [Signature] / CREDIT MGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 24th day of October, 2016 to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-24-20



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with RDH SITE AND CONCRETE, LLC
to furnish MATERIALS
in connection with certain improvements to real property located in TEX MEX DRAIN DITCH
County, Texas, and owned by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
Which improvements are described as follows:

READY MIX

In consideration of Pay Estimate No 1 in the amount of Fourteen Thousand Six Hundred Thirty Dollars and Zero Cents DOLLAR(\$ \$14,630.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

NAME: L&R READY MIX
CONTRACTOR

BY: [Signature]
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 25 day of October, 2016 to certify which witness my hand and seal of office.

My Commission Expires: Sept/17/2016

[Signature]
NOTARY PUBLIC in and for the State of Texas

AI -57559

11.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of "First Amendment" to the Agreement for Professional Services No.C-HCDD1-16-056A-11-15 with Quintanilla, Headley & Associates, Inc. for "Surveying Services (on call on as needed basis)" to reflect a revised/updated Scope of Services and Rates.

BACKGROUND

Form HB1295 will be completed before issuance of a Purchase Order

Fiscal Impact

Attachments

AMENDMENT

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Moises Salazar		Started On: 12/01/2016 02:42 PM
Final Approval Date: 12/02/2016		

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT to the PROFESSIONAL SERVICE AGREEMENT by and between **Hidalgo County, Texas** acting by and through the **Hidalgo County Drainage District No. 1** (“Owner”) and **Quintanilla, Headley and Associates, Inc.** (“Surveyor”) is entered into between the parties effective this ___th day of _____, 2016.

WHEREAS, Owner and Surveyor executed the Agreement on the 15th day of November 2016, concerning Owner’s desire to contract with the Surveyor to provide professional surveying services for the On Call Surveying Services (hereinafter referred to as the “Project”); and

WHEREAS, Article 7 of the Agreement, Amendment, provides that Surveyor shall notify the Owner of the need to change scope of services; and

WHEREAS, it has become necessary to amend the Agreement to identify additional scope of work and cost required by the Surveyor;

NOW THEREFORE premises considered, the Owner and the Surveyor agree that said is amended as follows:

1. Exhibit A Scope of Services is deleted in its entirety and Exhibit A-1 attached hereto is substituted in lieu thereof.
2. Exhibit B Surveying Rate Schedule is deleted in its entirety and Exhibit B-1 attached hereto is substituted in lieu thereof.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Owner and Surveyor ratify and confirm the terms and provisions of the Agreement, as amended.

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

SURVEYOR:

Quintanilla, Headley and Associates, Inc.

By: _____

Alfonso Quintanilla, PE

Its: President

OWNER:

Hidalgo County Drainage District No. 1

By: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

AI -57567

12.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Raul Sesin

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to award a service contract with Tru Bleu Pure Water, LLC, for the Lease of a Drinking Water System for the District's Shop for an initial cost of \$490.00 and \$195.00 per month for a period of five (5) years.(Subject to HB1295).

BACKGROUND

Fiscal Impact

Attachments

Service Contract -Drinking Water System Lease

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Moises Salazar		Started On: 12/01/2016 03:21 PM
Final Approval Date: 12/02/2016		

THE STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

SERVICE CONTRACT

C-HCDD1-16-061-12-06

THIS CONTRACT is made and entered into this 6TH day of December, 2016, by and between Hidalgo County Drainage District No.1 of Hidalgo, Texas ("Drainage District"), and **Tru Bleu Pure Water, LLC** Texas ("Company").

WHEREAS, Company responded to a request for quote for **“Drinking Water System Lease”** (the "Services");

WHEREAS, Company submitted a quote to provide services in accordance with the specifications as quoted, a copy of such specifications and quote 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 contract to perform the Services in accordance with Specifications, the Board Of Directors of the Hidalgo County Drainage District No.1 awarded the quote 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 of five (5) years beginning **December 6th, 2016** and ending on **December 5th, 2021**. In addition, the District reserves the right to continue this contract 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.

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: **Tru Blue Pure Water, LLC**
Attn: Mike Aguirre
450 E. Alton Gloor Ste. 7
Brownsville, TX 78526

13. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Contract 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 Contract.

16. This Contract 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 Contract, The Drainage District may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget

period of the Drainage District pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. 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.

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: _____

EXHIBIT “A”

SPECIFICATIONS

DRAFT

SPECIFICATIONS:

Request for Quote:

DRINKING WATER SYSTEM:

1. 2200 GPD Commercial Reverse Osmosis System.
2. 200 Gal. Storage Tank.
3. Delivering Pump (Grundfos Pump).
4. Three (3) each 20 inch Filter Housing – Sediment.
5. Two (2) Carbons.
6. 3.5 Gal per min UV Light.
7. (1)each 10 inch Post Carbon.
8. Service and Maintenance is included.
9. Service call response: 30 to 45 min.
10. Five (5) yr. Contract.
11. Installation Included (Parts and Labor).
12. Delivery and Installation within 7 to 10 days.
13. Include connection to any and all related equipment available at time of installation.

EXHIBIT “B”

QUOTE

DRAFT

TRU BLEU PURE WATER

450 E. Alton Gloor Blvd Ste 7
Brownsville, TX 78526

Estimate

Date	Estimate #
11/8/2016	106

Name / Address
HIDALGO COUNTY

			Project
Description	Qty	Rate	Total
2200 GALLON PER DAY WATTS Commercial Reverse Osmosis System monthly rental is \$195.00 (charged monthly)	1	195.00	195.00
200 Gal Storage Tank	1	0.00	0.00
Grunfos Pump (Delivering Pump)	1	0.00	0.00
(3) 20 in. Filter Housings - Sediment & 2 Carbons	1	0.00	0.00
3.5 Gal per min. UV Light	1	0.00	0.00
(1) 10 in. Post Carbon	1	0.00	0.00
1 10 inch post sediment		0.00	0.00
Installation Charge	1	295.00	295.00
5 year commercial contracts agreement			
Sales Tax		8.25%	0.00
		Total	\$490.00

EXHIBIT “C”

INSURANCE

DRAFT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2016

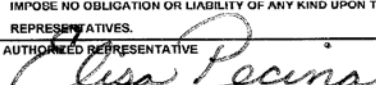
PRODUCER State Farm Insurance Leo Rodriguez, Agent 2200 W Trenton Rd Mcallen, TX 78504	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Mike Aguirre DBA Tru Bleu Water 450 E Alton Gloor, Suite 7 Brownsville, TX 78520	INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
	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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	1290-9780-25 2015 Ford Transit Van VIN-NM0LST7E2F1214154	11/22/2016	05/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Uninsured/Underinsured Motorist coverage is equal to the limits of liability stated above. 300/500/500

CERTIFICATE HOLDER Hidalgo County Drainage District #1 902 N Doolittle Edinburg, TX 78542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
---	--

AI -57589

13.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Concurrence and approval of Plans from TxDot of Proposed State Highway Improvement Project CSJ: 0669-01-049, FM 681 Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

TxDot FM 681

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Jaime Salazar		Started On: 12/02/2016 09:53 AM
Final Approval Date: 12/02/2016		

INDEX OF SHEETS

SEE SHEET NO. 2
FOR DETAILED INDEX

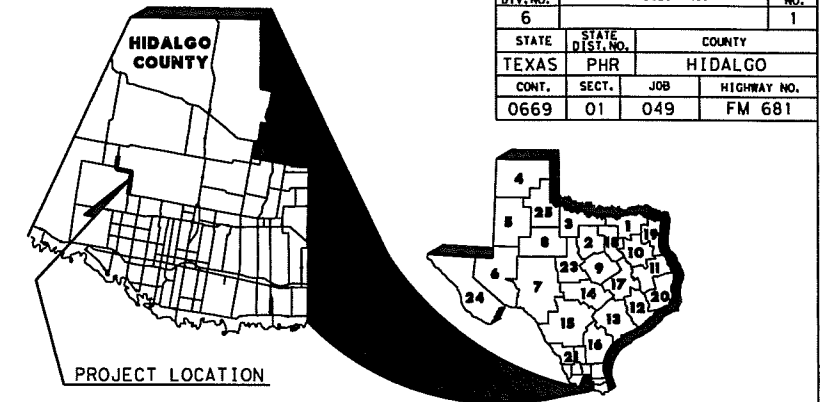
**STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION**

**PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT**

STATE PROJECT:
CSJ: 0669-01-049

NET LENGTH OF PROJECT TOTAL: = 43,340.00 FT = 8.208 MI.

LIMITS: FROM: 1.66 MILES NORTH OF FM 2058
TO: 0.02 MILES SOUTH OF FM 1925 (MONTE CRISTO RD.)



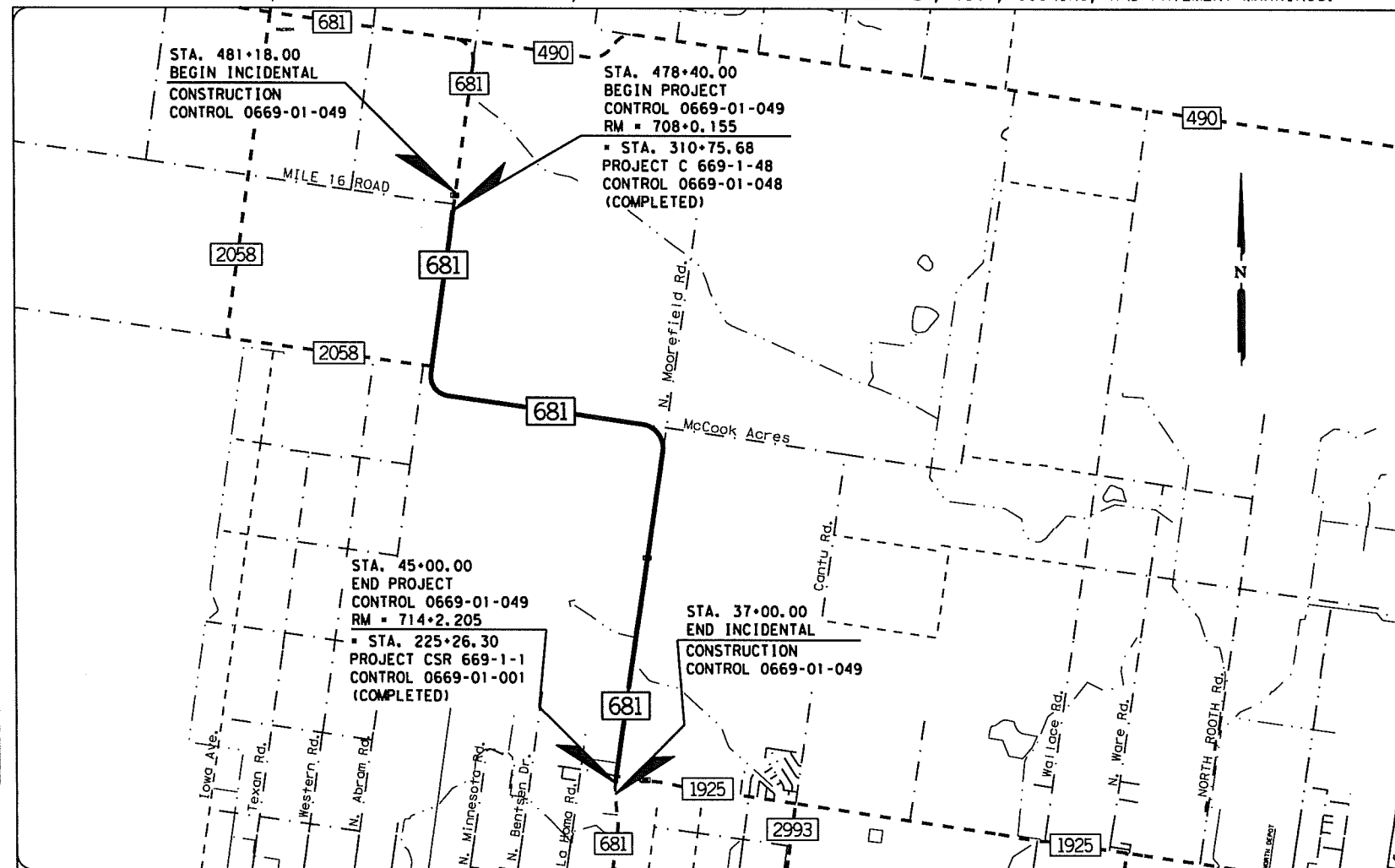
FINAL PLAN DATA :

FINAL CONTRACT PRICE : _____
 CONTRACTORS NAME : _____
 CONTRACTORS ADDRESS : _____
 LETTING DATE : _____
 DATE WORK BEGAN : _____
 DATE WORK COMPLETED : _____
 DATE OF ACCEPTANCE : _____

CHANGE ORDERS & SUPP. AGREEMENTS :

**FM 681
HIDALGO COUNTY**

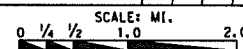
FOR THE RECONSTRUCTION AND WIDENING OF EXISTING ROADWAY CONSISTING OF: WIDENING, GRADING, LIME TREAT. SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE PAVEMENT, CROSS CULVERT DRAINAGE STRUCTURES, MGBF, SIGNING, AND PAVEMENT MARKINGS.



ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

RENE GARZA, P.E. _____ DATE _____
 AREA ENGINEER

NO TDLR INSPECTION REQUIRED



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SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

PROJECT DATA FM 681
 FROM : 0.02 MILES SOUTH OF FM 1925 (MONTE CRISTO RD.)
 TO : 1.66 MILES OF NORTH FM 2058
 DESIGN SPEED:
 55 MI/HR ON CURVES
 70 MI/HR ON STRAIGHT
 A.D.T.
 YEAR - 2016 A.D.T. = 3,118
 YEAR - 2036 A.D.T. = 4,364
 EXCEPTION : NONE
 EQUATION : NONE
 RAILROAD CROSSING : NONE

TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING :	DATE: _____	RECOMMEND FOR LETTING :	DATE: _____
DISTRICT DESIGN ENGINEER		DISTRICT ENGINEER	
APPROVED FOR LETTING :	DATE: _____	APPROVED FOR LETTING :	DATE: _____
DIRECTOR, TRAFFIC OPERATIONS DIVISION		DIRECTOR, DESIGN DIVISION	

COUNTY OF HIDALGO PLANS APPROVED :	DATE : _____
NAME	TITLE
HIDALGO CO. DRAINAGE DIST. No. 1 PLANS APPROVED :	DATE : _____
NAME	TITLE

FM 681 (0669-01-049)

FILE: c:\txdot\pw\online\txdot5\miquel.huitron\dms14117\FM681\title.dgn
 DATE: 7/29/2016 10:09:14 AM

COUNTY: HIDALGO PROJ. NO. _____
 HWY. NO. FM 681 LETTING DATE _____
 DATE ACCEPTED _____

AI -57482

14.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.) as attached hereto for: Hidalgo County Drainage District No. 1 - "Mowing and Various Maintenance Services for the Main Floodwater Channel (from FM490 to FM1420)"- RFB No.HCDD1-16-059-12-28, including the re-advertisement of project in the event no bids are received & project is still required.

BACKGROUND

Proposed Procurement Schedule:
Advertisement dates: 12/10/16 & 12/17/16
Pre-Bid Conference: 12/19/16 @ 3:30 pm
Bid Openings: 12/28/16 at 9:30 AM

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Moises Salazar		Started On: 11/23/2016 11:38 AM
Final Approval Date: 12/02/2016		

AI -57609

15.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted For: Raul Sesin

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of a budget amendment in the amount of \$ 581,600 from the District's General Fund. This amount is needed for District's maintenance and operations budget through December 31, 2016.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Lora Briones		Started On: 12/02/2016 11:38 AM
Final Approval Date: 12/02/2016		

AI -57571

16.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

In accordance with Water Code Section 49.057 and Subchapter A of Government Code, Section 2254, requesting approval to select and award the firm of _____ for the provision of professional legal services/representation to pursue all remedies available to the Hidalgo County DD #1 in connection with the agreement between Hidalgo County Drainage District #1 and Integ Corporation as outlined/contained in the final Lee Law Firm Report and authority to submit letter of engagement

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	12/02/2016 05:08 PM
Form Started By: Monica Badillo		Started On: 12/01/2016 03:58 PM
Final Approval Date: 12/02/2016		

AI -57618

17. C.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo

Started On: 12/02/2016 02:09 PM

Final Approval Date: 12/02/2016

AI -57628

17. D.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-3877-16-C; Esau Zuniga-Gallegos v Hidalgo County, Texas, Hidalgo County
Drainage District, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo

Started On: 12/02/2016 03:39 PM

Final Approval Date: 12/02/2016

AI -57619

18. C.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Review of Attorney-Client Privileged Investigative Analysis Report with respect to potential litigation - Integ Corporation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo

Started On: 12/02/2016 02:10 PM

Final Approval Date: 12/02/2016

AI -57629

18. D.

DRAINAGE DISTRICT

Meeting Date: 12/06/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-3877-16-C; Esau Zuniga-Gallegos v Hidalgo County, Texas, Hidalgo County Drainage District, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo

Started On: 12/02/2016 03:39 PM

Final Approval Date: 12/02/2016