CONSENT AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 2, 2017
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:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Drainage District #1 Board has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Board Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. Approval of check register and payment of claims and bills - County Treasurer

2. **AI -59451** Discharge Permit
Melden & Hunt, Inc.- N.A.W.S.C. 700,000 G.D. Wastewater Treatment Plant
X(coordinate) 1158622.662
Y(coordinate) 16611027.828

3. **AI -59452** Discharge Permit
Melden & Hunt, Inc.- N.A.W.S.C. 700,000 G.D. Wastewater Treatment Plant
X(coordinate) 1158721.376
Y(coordinate) 16610783.879

4. **AI -59620** Utility Permit
Agua Special Utility District propose one 8-inch gravity sewer line crossing drainage R.O.W. of Alexander Drive north of the Perezville Drain
x(coordinate):1018248.91
y(coordinate):16610153.23

5. **AI -59614** Utility Permit
Agua Special Utility District propose one 36-inch gravity sewer line crossing drainage R.O.W. of Green Road & San Francisco along Perezville Drain
x(coordinate): 1021195.52
y(coordinate): 16606459.95

6. **AI -59610** Utility Permit
Agua Special Utility District propose one 30-inch gravity sewer line crossing drainage R.O.W. of Abram Rd. and approximately 0.18 mi. along the Bates Lateral.
x(coordinate): 1017022.78
y(coordinate): 16602747.67

7. **AI -59612** Utility Permit
Agua Special Utility District propose one 36-inch gravity sewer line crossing drainage R.O.W. of Business 83 & approximately 0.42 mi. south between Bates Lateral & Perezville Drain.
x(coordinate):1019767.57
y(coordinate):16604647.99

8. **AI -59619** Utility Permit
Agua Special Utility District propose one 12-inch force main sewer line crossing drainage R.O.W of Goodwin Rd. along the Perezville Drain.
x(coordinate): 1019103.641
y(coordinate): 16608692.25

9. **AI -59645** A. General Fund - Administrative Building
1. Request approval to pay invoice M224633 to Halff and Associates for the Subsurface Investigation of the firing range project needed for TCEQ TRRP applicability evaluation and environmental remediation. P.O. 629455-17
2. Request approval to pay invoice M224646 to Halff and Associates for the Professional Engineering Services related to the Site Improvement of the Maintenance and Shop. P.O. 631356.

B. Precinct # 1 Rural Drainage Development - Ovispado
1. Request approval of payment on invoice No. R026872 in the amount of $6,163.86 and invoice No. R026931 in the amount of $10,960.96 to Raba Kistner, Inc. for Construction Material Testing on Ovispado Drainage Improvements.

10. **AI -59640** **2013 Bonds**
Budget 365-Rural Drainage Development
Invoice No. 619302-0417 in the amount of $1,937.00 from Millenium Engineers Group, Inc. pertaining to WA#1-Construction Material Testing Services for the Kenyon Rd & Mile 17 Area Drainage.
Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#631461
Account: 17-133-433-365-43340-040-011

11. **AI -59593** Approval to exercise the District's sole option to renew/extend for one (1) additional year the contract for "Sand and Bedding Material" with Upper Valley Materials, LLC, under the same, rates, terms, and conditions as stated in contract number C-HCDD1-021-05-25 with extension effective dates of May 25, 2017 through May 24, 2018. Subject to compliance with HB1295.

12. **AI -59595** Approval to exercise the District's sole option to renew/extend the contract for "Flexible Base Material (Crushed Caliche)" with Upper Valley Materials, LLC, for the First of Two (2) additional one (1) year extension options, under the same, rates, terms, and conditions as stated in contract number C-HCDD1-019-05-25 with extension date effective May 25, 2017 through May 24, 2018. Subject to compliance with HB1295.

13. **AI -59592** Approval to exercise the District's sole option to renew/extend for one (1) additional year, the contract for "Pit Run Caliche" with Roys Hauling Services, Inc., under the same, rates, terms, and conditions as stated in contract number C-HCDD1-16-020-05-25 with extension effective dates of May 25, 2017 through May 24, 2018. Subject to compliance with HB1295.

AI -59451 **2.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Esther Layton

Submitted By: Esther Layton, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discharge Permit
Melden & Hunt, Inc.- N.A.W.S.C. 700,000 G.D. Wastewater Treatment Plant
X(coordinate) 1158622.662
Y(coordinate) 16611027.828

BACKGROUND

Fiscal Impact

Attachments

Discharge Permit

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Esther Layton Started On: 04/17/2017 08:52 AM

Final Approval Date: 04/28/2017

APPLICATION FOR DISCHARGING STORM WATER
INTO HCDD1 SYSTEM AND/OR HCID SYSTEM

Applicant: N.A.W.S.C. c/o Melden & Hunt, Inc. **Permit No:** _____

Address: 115 W. McIntyre, Edinburg, TX 78541

Project Name: N.A.W.S.C. 700,000 G.D. Wastewater Treatment Plant

Name of Receiving Ditch: Hidalgo & Cameron Counties I.D. No.9. Ditch named No. 9

Location or Drainage Area (Furnish Loc. Map): S. side of Mile 12 1/2 , ½ mile w. of FM 1015

X(coordinate): 1158622.662 **Y (coordinate):** 16611027.828

(NAD 1983 Texas South FIPS 4205 feet)

New or existing entrance: New **Calculated Discharge (Q):** 1.08

Number of Acres Developed: 17.81 **Size of Discharge Structure:** 24"

Discharge Flow line of Discharge Structure: 55.00

Flow line Receiving Ditch: 53.02 **Top of Water Receiving Ditch:** 60.00

Top of Receiving Ditch Elevation: 63.12 **Top of water of Connecting Ditch Lateral:** N/A

Head Loss Calculated: 0.006 **Formula Used:** TxDotHydraulicManualNomograph(for n=0.013)

Project Engineer: Fred L Kurth

(Engineer's Name) (Firm's Name)

115 W. McIntyre Edinburg TX 956-381-0981

(Address) (Phone #) (Fax #)

STATE OF TEXAS FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

Fred L Kurth 1-17-17

(Engineer Signature) (Date)

*Owner shall be considered a City with the appropriate review boards considering/granting approval to subdivision; otherwise owner/developer signature will be required.

_____ _____ 1-26-17

(Mayor's Signature) (City of) (Owner's Signature) Date

_____ _____

(Mayor-Print Name) (Date)

APPROVAL OF IRRIGATION DISTRICT

This is to certify that we have reviewed the above application and we hereby approve the plan and application as shown.
If not an Irrigation District facility, please fill out info and initial next to statement:

Irrigation District

By (Printed Name): Randy Winton Signature: _____

Title: General Manager Date: 3/16/2017

Not an Irrigation District Facility_____

APPROVAL OF DRAINAGE DISTRICT

APPROVED this _____ **day of** _____, 20 ___.

By: _____

(Chairman of the Board HCDD1)

** This application requires Board of Director's approval. Irrigation District approval, if required, will be needed before HCDD1 may consider formal action on application. Please submit application to the District on Tuesday's before 5:00 p.m. to be placed on Board of Director's meeting the following Tuesday.

AI -59452 **3.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Esther Layton

Submitted By: Esther Layton, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discharge Permit
Melden & Hunt, Inc.- N.A.W.S.C. 700,000 G.D. Wastewater Treatment Plant
X(coordinate) 1158721.376
Y(coordinate) 16610783.879

BACKGROUND

Fiscal Impact

Attachments

Discharge Permit

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Esther Layton Started On: 04/17/2017 09:24 AM

Final Approval Date: 04/28/2017

APPLICATION FOR DISCHARGING STORM WATER INTO HCDD1 SYSTEM AND/OR HCID SYSTEM

Applicant: N.A.W.S.C. c/o Melden & Hunt, Inc. **Permit No:** _____

Address: 115 W. McIntyre, Edinburg, TX 78541

Project Name: N.A.W.S.C. 700,000 G.D. Wastewater Treatment Plant

Name of Receiving Ditch: Hidalgo & Cameron Counties I.D. No.9. Ditch named No. 9

Location or Drainage Area (Furnish Loc. Map): S. side of Mile 12 1/2 , ½ mile w. of FM 1015

X(coordinate): 1158721.376 **Y (coordinate):** 16610783.879

(NAD 1983 Texas South FIPS 4205 feet)

New or existing entrance: New **Calculated Discharge (Q):** 3.808

Number of Acres Developed: 17.81 **Size of Discharge Structure:** 24"

Discharge Flow line of Discharge Structure: 55.00

Flow line Receiving Ditch: 53.02 **Top of Water Receiving Ditch:** 60.00

Top of Receiving Ditch Elevation: 63.12 **Top of water of Connecting Ditch Lateral:** N/A

Head Loss Calculated: 0.052 **Formula Used:** TxDotHydraulicManualNomograph(for n=0.013)

Project Engineer: Fred L. Kurth — Melden & Hunt, Inc.

(Engineer's Name) (Firm's Name)

115 W. McIntyre — 956-381-1839

(Address) (Phone #) (Fax #)

STATE OF TEXAS FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

1-17-17

(Engineer Signature) (Date)

*Owner shall be considered a City with the appropriate review boards considering/granting approval to subdivision; otherwise owner/developer signature will be required.

_____ (City of)

(Mayor's Signature)

_____

(Mayor-Print Name) (Date)

Steven Saenz 1-26-17

(Owner's Signature) Date

APPROVAL OF IRRIGATION DISTRICT

This is to certify that we have reviewed the above application and we hereby approve the plan and application as shown. If not an Irrigation District facility, please fill out info and initial next to statement:

Irrigation District

By (Printed Name): Rudy Winton Signature: _____

Title: General Manager Date: 3/16/2017

Not an Irrigation District Facility_____

APPROVAL OF DRAINAGE DISTRICT

APPROVED this _____ **day of** _____, 20 ___.

By: _____

(Chairman of the Board HCDD1)

** This application requires Board of Director's approval. Irrigation District approval, if required, will be needed before HCDD1 may consider formal action on application. Please submit application to the District on Tuesday's before 5:00 p.m. to be placed on Board of Director's meeting the following Tuesday.

AI -59620 **4.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Esther Layton

Submitted By: Esther Layton, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Utility Permit
Agua Special Utility District propose one 8-inch gravity sewer line crossing drainage R.O.W. of Alexander Drive north of the Perezville Drain
x(coordinate):1018248.91
y(coordinate):16610153.23

BACKGROUND

Fiscal Impact

Attachments

Utility Permit

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Esther Layton Started On: 04/28/2017 10:08 AM

Final Approval Date: 04/28/2017

(5)

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
Fax (956) 292-7089

Raul E. Sesin, P.E., CFM
General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Contact the Hidalgo County Drainage District Manager to discuss the scope of the project

1. Please return the following for processing (in duplicate0:
   a. Permit application form.
   b. Locator map.
   c. Plans/profile of pipe or utility crossing.
   d. Applicant's insurance certificate (in compliance with Schedule A).

2. Check payable to Hidalgo County Drainage District No. 1 for appropriate fees(s) as required.

Hidalgo County Drainage District No. 1 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Hidalgo County Drainage District No. 1 Manager.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

THE STATE OF TEXAS

COUNTY OF HIDALGO

APPLICATION AND AGREEMENT FOR PIPELINE OR UTILITY PERMIT

Date: 3-8-2017

AGUA SPECIAL UTILITY DISTRICT (hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County Drainage District No. 1 (hereinafter referred to as "HCDD") to construct, maintain and repair pipelines or utilities across the easements, ditches, streams, drainage ways, property or property interest as described below.

Information required:

1. Name and Address of Applicant: AGUA SPECIAL UTILITY DISTRICT
   3120 N ABRAM ROAD, PALMVIEW TEXAS 78572
2. Name and Address of company or agency owning Pipeline or Utility (please indicate if same as Applicant:: SAME AS APPLICANT
3. Name and Address of operator of Pipeline or Utility (please indicate if same as Applicant): SAME AS APPLICANT
4. Name and Address of contractor to install Pipeline or Utility: TO BE PROCURED
5. Estimated date of installation of Pipeline or Utility: MARCH 2017

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

6. Location of Pipelines or Utilities (Tract No., Survey, Abstract No.): LOCATED BETWEEN ABRAM ROAD AND GOODWIN ROAD ALONG ALEXANDER DR.

7. Hidalgo County Drainage District No. 1's easements, ditches, streams, or other drainage ways, property or property interest to be crossed: HIDALGO COUNTY DRAINAGE DISTRICT EASEMENTS (North of Perezville Drain)

8. Names and Addresses of fee owners of property involved and copy of Pipeline or Utility easements acquired: HIDALGO COUNTY DRAINAGE DISTRICT #1

9. Number and size of lines: ONE 8-INCH GRAVITY SEWER LINE

10. Pressure (each line): GRAVITY SEWER PIPELINE

11. Content (each line): SANITARY SEWER

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

12. Is this a common carrier pipeline or utility? If yes, please submit the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility:

AGUA SPECIAL UTILITY DISTRICT

13. Does Applicant have the Power of Eminent Domain? YES, SPECIAL UTILITY DISTRCT

14. Will the product be carried for hire or by the owner of the goods? OWNER OF THE GOODS

15. Where is the origin of the line? PALMVIEW, TEXAS

16. Where is the destination of the line? PALMVIEW, TEXAS

If requested permit is granted by HCDD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be placed at least sixty feet (60') above existing or planned channel cross sections or three feet (3') below flow line of ditch, provided that temporary overhead lines for a period not to exceed six months in duration may be installed at a minimum elevation of _____ feet above the berm of the ditch.

2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will furnished with this application.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

3. HCDD will be notified in writing ten days prior to the beginning date of construction under this permit.

4. Applicant will bear the entire expense of all future relocations of any pipelines or utilities should such relocation, at the sole discretion of the Board of Directors of Hidalgo County Drainage District No. 1, be necessary for improvements, alteration, or maintenance of the HCDD's easement or property of interest.

5. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the pipelines or utilities are located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the HCDD.

6. Applicant will notify the HCDD at least 48 hours prior to completion of its work and removal of its equipment from the job site to permit HCDD to make an inspection.

7. Upon notification by the HCDD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement in as near the same condition or better, in the HCDD's sole judgment, as it existed prior to the commencement of the operations under this permit.

8. HCDD shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the HCDD.

   It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnity and protect HCDD from the consequences of

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

HCDD's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Applicant further agrees to defend, at its own expense, with attorneys acceptable to HCDD and on behalf of the HCDD, and in the name of Hidalgo County Drainage District No. 1, any claim or litigation brought against the HCDD in connection with any such injury, death or damage.

Before construction is begun on such pipeline or utility crossings, Applicant will furnish to the HCDD a certificate of insurance (or other security approved by the HCDD) payable to Hidalgo County Drainage District No. 1 and protecting Hidalgo County Drainage District No. 1 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

9. HCDD makes no warranties, expressed or implied, in the granting of this permit; nor does HCDD purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that HCDD is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the HCDD's easement or other property interest is located. Furthermore, in granting this permit the HCDD makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land upon which Applicant constructs, maintains, repairs, or modifies the pipelines or utilities, made the subject of this application, nor does HCDD make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that HCDD in granting this permit, does not convey or grant to Applicant any rights, title or interest for which is has no legal authority to grant or convey.

10. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.

11. Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with HCDD in support of this application for permit. HCDD's engineer

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

or other representative may at any time make such inspection as such engineer or other representation may deem necessary to assure that the construction of the pipeline or utilities is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work if necessary, while such inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the HCDD shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its replacement in conformance to said plans and specifications and conditions of this permit. HCDD may revoke this permit and suspend all work hereunder if it is determined by HCDD that the pipelines or utilities are not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against HCDD.

12. Except in emergency situations where it is necessary to protect life and property; Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from HCDD prior to the making of any such change. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.

13. All pipeline and utility crossing locations under this permit shall be identified with appropriate markers installed three feet above ground on metal posts at such points and at such distances from HCDD's ditch as may be approved by the HCDD's engineer or representative. Applicant will remove and then replace any markers, when so designated by the HCDD's engineer or representative, as necessary to facilitate maintenance or construction on HCDD's ditch, easement or right of way.

14. Applicant agrees to pay HCDD a permit fee to cover administrative costs in the amount of $ 500.00, plus a reimbursement to HCDD for any necessary engineering fees which may be incurred for the study and processing of the Application, for each crossing of an HCDD ditch. This fee will permit a single pipeline or utility to cross at a single crossing location. Applicant further agrees to pay an additional fee of $ 500.00 for each additional line included in permit application at the same crossing location; however, more than one crossing location may be included in a single application.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and support data provided.

All permits fees must be submitted with the application for permit.

Permit fees submitted with this application for which pipeline or utility crossing are not approved by HCDD Board of Directors will be refunded to Applicant.

Permit fees may be waived where Applicant is a state, county, municipality, or a special political division.

15. The Applicant is allowed one hundred twenty days (120) from the granting of the permit to start construction of the pipelines or utilities crossing. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. All construction must be completed within two hundred ten (210) days from the date of issuance of permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the HCDD Board of Directors. Such applications for extension must be received by HCDD at least thirty days before the expiration of the two hundred ten (210) days period. A new permit fee, in accordance with Paragraph 14 hereof, will be charged for each extension granted.

Construction of any pipeline or utility crossing will not begin until written approval has been given by HCDD.

16. All provisions of the Pipeline and Utility Permit Administration Policy of HCDD, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.

17. Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair or modify the pipeline or utility in the manner set forth herein.

18. This Pipeline and Utility Permit if granted by HCDD is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

19. HCDD requires the coordinates of all crossings in NAD 1983 State Plane Texas South, for each utility crossing.

20. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

21. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this 8th day of March, 2015.

OSCAR CANCINO, P.E.
(Name of Applicant – Printed or Typed

By: _____
Signature

Title: INTERIM EXECUTIVE DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, Oscar Cancino, on this 8th day of March, 2015, to which witness my hand and seal of office.

PAMELA S. PEREZ
Notary Public, State of Texas
My Commission Expires
April 07, 2018

_____
Notary Public for the State of Texas
My Commission Expires: 4/7/18

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Raul E. Sesin, P.E., CFM
General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

APPROVAL OF APPLICATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Came on for consideration this _____ day of _____, 2015. The above and foregoing Application for Pipeline and Utility Permit, and after consideration of the same by the Board of Directors of the Hidalgo County Drainage District No. 1, said Application and Agreement for Pipeline or Utility Permit is hereby APPOVED.

_____
President, Board of Directors Hidalgo County
Drainage District No. 1

100% SUBMITTAL

℄ STA 0+00, LINE F2-a1 =
℄ P.I. STA 9+36, LINE F2-a
CONNECT TO STD. MANHOLE
NO SEPARATE PAY
FOR CONNECTION
N = 16610142.81
E = 1018439.32

℄ PROPOSED SANITARY
SEWER LINE F2-a

℄ P.I. STA 1+11, LINE F2-a1
Δ= 12° 11' 18" LT.
CONSTRUCT STD. MANHOLE
TOP = 136.9 +/-
MATCH EXIST. GROUND
N = 16610160.05
E = 1018329.66

FLORES DR.

00+01

00+6

℄ STA 0+18 +/-
CENTER 1 JOINT OF PROPOSED
SEWER PIPE UNDER EXISTING
WATER LINE.
NO SEPARATE PAY.

Δ= 90° 07' 00"

F2-A1
PARCEL-2
GLORIA RODRIGUEZ
WARRANTY DEED
DOCUMENT#1122915
H.C.D.R.

℄ PROPOSED 10" PVC (DR-26)
SANITARY SEWER LINE F2-a1

℄ STA 2+99 +/-
CENTER 1 JOINT OF PROPOSED
SEWER PIPE UNDER EXISTING
WATER LINE.
NO SEPARATE PAY.

℄ STA 4+96.40, LINE F2-a1 =
℄ STA 0+00, LINE F2-a1B
CONSTRUCT STD. MANHOLE
TOP = 142.3 +/-
MATCH EXIST. PAVEMENT
N = 16609928.50
E = 1018135.68

℄ P.I. STA 6+26.07, LINE F2-a1
Δ= 19° 10' 11" RT.
CONSTRUCT STD. MANHOLE
TOP = 142.1 +/-
MATCH EXIST. GROUND
N = 16609800.30
E = 1018116.18

T.P. NO. E083
N = 16609702.81
E = 1018123.70
ELEV. = 142.10

℄ STA 7+05 +/-
CENTER 1 JOINT OF PROPOSED
SEWER PIPE UNDER EXISTING
WATER LINE.
NO SEPARATE PAY.

℄ STA 1+27 TO
℄ STA 2+55
128 L.F OF 20 DIA
WELDED STEEL CASING
BY AUGERING

100' H.C.D.D. #1 R.O.W.

EXIST 50.00' ROW

℄ STA 4+70 +/-
CENTER 1 JOINT OF PROPOSED
SEWER PIPE UNDER EXISTING
WATER LINE.
NO SEPARATE PAY.

℄ PROPOSED 8" PVC (DR-26)
SANITARY SEWER LINE F2-a1

℄ P.I. STA 7+26.07, LINE F2-a1
Δ= 71° 04' 36" RT.
CONSTRUCT STD. MANHOLE
TOP = 143.1 +/-
MATCH EXIST. PAVEMENT
N = 16609711.86
E = 1018069.51

℄ PROPOSED 10" PVC (DR-26)
SANITARY SEWER LINE F2-a1

3+00

4+00

5+00

6+00

7+00

Δ= 90° 15' 28"

Δ= 90° 10' 48"

ALEXANDRA DR.

ARIEL DR.

VALLE BELLADR.

EXIST 50.00' ROW

25.00'

℄ P.I. STA 2+71.39, LINE F2-a1 =
℄ STA 0+00, LINE F2-a1A
Δ= 78° 05' 46" LT.
CONSTRUCT STD. MANHOLE
AND MANHOLE DROP
TOP = 141.2 +/-
MATCH EXIST. PAVEMENT
N = 16610150.94
E = 1018169.53

0+1

℄ PROPOSED SANITARY
SEWER LINE F2-a1A

℄ PROPOSED SANITARY
SEWER LINE F2-a1B

F2-A1
PARCEL-1
DANIEL D. &
SYLVIA C. DARRACH
WARRANTY DEED
VOL.2091, PG.214
H.C.D.R.

MATCH LINE STA. 8+00

NOTE: 1) THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS INDICATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR THE EXCAVATING IN THIS AREA:

AGUA S.U.D.	956-585-2459
CENTRAL POWER & LIGHT	800-245-4545
S. W. BELL TELEPHONE CO.	800-828-5127
SOUTHERN UNION GAS	956-444-3926
HERITAGE CABLEVISION	956-797-9494
MAGIC VALLEY ELECTRIC	866-225-5683
DIG TESS	800-DIG-TESS
TEXAS ONE CALL	800-545-6005

NOTE: 2) ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.

NOTE: 3) ALL COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.

NOTE: 4) W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

HORIZONTAL 50 0 50 100 150
VERTICAL 5 0 5 10 15
SCALE IN FEET

REV. NO.	DESCRIPTION	CHK. BY	DATE

5 L.F. TYPE B HMAC PAVEMENT REPLACEMENT
49 L.F. TYPE B HMAC PAVEMENT REPLACEMENT
11 L.F. CRUSHED STONE DWY REPLAVEMENT
41 L.F. TYPE B HMAC PAVEMENT REPLACEMENT
105 L.F. TYPE B HMAC PAVEMENT REPLACEMENT

100' H.C.D.D. #1 R.O.W.

℄ STA. 0+00 CONNECT TO STD. MANHOLE
℄ STA. 0+18+/- WATER LINE CROSSING
℄ P.I. STA. 1+11 CONSTRUCT STD. MANHOLE
℄ STA. 2+55 +/- WATER LINE CROSSING
℄ P.I. STA. 2+71.39 CONSTRUCT STD. MANHOLE AND MANHOLE DROP.
℄ STA. 2+99 +/- WATER LINE CROSSING
℄ STA. 4+72+/- WATER LINE CROSSING
℄ STA. 4+96.40 CONSTRUCT STD. MANHOLE
℄ STA. 6+06 +/- RCP CROSSING
℄ P.I. STA. 6+26.07 CONSTRUCT STD. MANHOLE
℄ STA. 7+07 +/- WATER LINE CROSSING
℄ P.I. STA. 7+16.07 CONSTRUCT STD. MANHOLE

APPROX. NATURAL GROUND ℄
APPROX. NATURAL GROUND ℄

18" RCP
2" WATER LINE
6" WATER LINE
225 L.F. OF 8" PVC (DR-26) @ 0.49%
130 L.F. OF 8" PVC (DR-26) @ 0.49%
100 L.F. OF 8" PVC (DR-26) @ 0.49%
4" WATER LINE
16 L.F. OF 10" PVC (DR-26) @ 0.25%
111 L.F. OF 10" PVC (DR-26) @ 0.25%
16 L.F. OF 10" PVC (DR-26) @ 0.25%
74 L.F. OF 8" PVC (DR-26) @ 1.08%

FL = 135.91
FL = 136.40
FL = 137.20

FL 10" OUT (S) = 126.03
FL 8" (DROP) = 130.83
FL 8" IN (N) = 126.20
FL 10" IN (W) = 126.03

FL = 126.31

℄ STA. 1+27 BEGIN CASING T/CASING = 127.42

℄ STA. 2+55 END CASING T/CASING = 127.75

FL 10" OUT (E) = 126.71
FL 6" (DROP) = 133.16
FL 6" IN (W) = 126.88
FL 8" (DROP) = 134.18
FL 8" IN (S) = 126.88

FL 8" OUT (N) = 135.28
FL 6" IN (W) = 135.28
FL 8" IN (S) = 135.28

CLASS IA EMBEDMENT
128 L.F. 20" DIA. WELDED STEEL CASING 0.312" THICK WALL BY AUGERING
CLASS IA EMBEDMENT

MATCH LINE STA. 8+00

150
140
130
120

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED PROFESSIONAL ENGINEER
4/27/2017

PALMVIEW COLLECTION SYSTEM (PHASE-I)
AGUA SPECIAL UTILITY DISTRICT

LATERAL F2-a1
SHEET 1 OF 2
STA. 0+00 T0 STA. 8+00

BECC
BORDER ENVIRONMENT
COOPERATION COMMISSION

AGUA Special Utility District

S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

DESIGNED BY:	PP/RK	DATE:	04/27/2017
DRAWN BY:	EF/MG	PROJECT NO:	U1877
CHECKED BY:	PP/RK	EDAP NO:	G16000
FILE: F2-A1PP01.DWG		SHEET NO:	F57

N:\PROJECTU1877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\P&P SHEETS

PLOTTED: 04/27/2017 - 9:47 AM
marinjr

XREFS
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N:\Projectu1877\DESIGN\Agua SUD - Palmview Collection System\Force Mains\xref\BR(R)_SURFACE COORDINATES_04-02-2014.dwg



S&B

SCALE: 1"=200'

LEGEND

SEWER LINES

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED
PROFESSIONAL ENGINEER
11/27/2017

PALMVIEW COLLECTION SYSTEM
H.C.D.D. #1 CROSSING LOCTATION EXHIBIT FOR DRAINAGE PERMITS

LATERAL SEWER LINE F2-a1

S&B INFRASTRUCTURE, LTD.

TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

NOTES:
1. ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.
2. ALL PROPERTY COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.
3. W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

N:\PROJECTU1877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\EXHIBITS

AI -59614 **5.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Esther Layton

Submitted By: Esther Layton, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Utility Permit
Agua Special Utility District propose one 36-inch gravity sewer line crossing drainage R.O.W. of Green Road & San Francisco along Perezville Drain
x(coordinate): 1021195.52
y(coordinate): 16606459.95

BACKGROUND

Fiscal Impact

Attachments

Utility Permit

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Esther Layton Started On: 04/28/2017 09:36 AM

Final Approval Date: 04/28/2017

(3)

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
Fax (956) 292-7089

Raul E. Sesin, P.E., CFM
General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Contact the Hidalgo County Drainage District Manager to discuss the scope of the project

1. Please return the following for processing (in duplicate0:
   a. Permit application form.
   b. Locator map.
   c. Plans/profile of pipe or utility crossing.
   d. Applicant's insurance certificate (in compliance with Schedule A).

2. Check payable to Hidalgo County Drainage District No. 1 for appropriate fees(s) as required.

Hidalgo County Drainage District No. 1 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Hidalgo County Drainage District No. 1 Manager.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

THE STATE OF TEXAS

COUNTY OF HIDALGO

APPLICATION AND AGREEMENT FOR PIPELINE OR UTILITY PERMIT

Date: 3-8-2017

AGUA SPECIAL UTILITY DISTRICT (hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County Drainage District No. 1 (hereinafter referred to as "HCDD") to construct, maintain and repair pipelines or utilities across the easements, ditches, streams, drainage ways, property or property interest as described below.

Information required:

1. Name and Address of Applicant: AGUA SPECIAL UTILITY DISTRICT
   3120 N ABRAM ROAD, PALMVIEW TEXAS 78572
2. Name and Address of company or agency owning Pipeline or Utility (please indicate if same as Applicant:: SAME AS APPLICANT
3. Name and Address of operator of Pipeline or Utility (please indicate if same as Applicant): SAME AS APPLICANT
4. Name and Address of contractor to install Pipeline or Utility: TO BE PROCURED
5. Estimated date of installation of Pipeline or Utility: MARCH 2017

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

6. Location of Pipelines or Utilities (Tract No., Survey, Abstract No.): LOCATED 500 FT SOUTH OF BUSSINESS 83 ALONG GREENE ROAD

7. Hidalgo County Drainage District No. 1's easements, ditches, streams, or other drainage ways, property or property interest to be crossed: HIDALGO COUNTY DRAINAGE DISTRICT EASEMENTS (Perezville Drain)

8. Names and Addresses of fee owners of property involved and copy of Pipeline or Utility easements acquired: HIDALGO COUNTY DRAINAGE DISTRICT #1

9. Number and size of lines: ONE 36-INCH GRAVITY SEWER LINE

10. Pressure (each line): GRAVITY SEWER PIPELINE

11. Content (each line): SANITARY SEWER

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

12. Is this a common carrier pipeline or utility? If yes, please submit the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility:

AGUA SPECIAL UTILITY DISTRICT

13. Does Applicant have the Power of Eminent Domain? YES, SPECIAL UTILITY DISTRCT

14. Will the product be carried for hire or by the owner of the goods? OWNER OF THE GOODS

15. Where is the origin of the line? PALMVIEW, TEXAS

16. Where is the destination of the line? PALMVIEW, TEXAS

If requested permit is granted by HCDD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be placed at least sixty feet (60') above existing or planned channel cross sections or three feet (3') below flow line of ditch, provided that temporary overhead lines for a period not to exceed six months in duration may be installed at a minimum elevation of _____ feet above the berm of the ditch.

2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will furnished with this application.

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

3. HCDD will be notified in writing ten days prior to the beginning date of construction under this permit.

4. Applicant will bear the entire expense of all future relocations of any pipelines or utilities should such relocation, at the sole discretion of the Board of Directors of Hidalgo County Drainage District No. 1, be necessary for improvements, alteration, or maintenance of the HCDD's easement or property of interest.

5. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the pipelines or utilities are located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the HCDD.

6. Applicant will notify the HCDD at least 48 hours prior to completion of its work and removal of its equipment from the job site to permit HCDD to make an inspection.

7. Upon notification by the HCDD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement in as near the same condition or better, in the HCDD's sole judgment, as it existed prior to the commencement of the operations under this permit.

8. HCDD shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the HCDD.

   It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnity and protect HCDD from the consequences of

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General Manager

HCDD's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Applicant further agrees to defend, at its own expense, with attorneys acceptable to HCDD and on behalf of the HCDD, and in the name of Hidalgo County Drainage District No. 1, any claim or litigation brought against the HCDD in connection with any such injury, death or damage.

Before construction is begun on such pipeline or utility crossings, Applicant will furnish to the HCDD a certificate of insurance (or other security approved by the HCDD) payable to Hidalgo County Drainage District No. 1 and protecting Hidalgo County Drainage District No. 1 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

9. HCDD makes no warranties, expressed or implied, in the granting of this permit; nor does HCDD purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that HCDD is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the HCDD's easement or other property interest is located. Furthermore, in granting this permit the HCDD makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land upon which Applicant constructs, maintains, repairs, or modifies the pipelines or utilities, made the subject of this application, nor does HCDD make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that HCDD in granting this permit, does not convey or grant to Applicant any rights, title or interest for which is has no legal authority to grant or convey.

10. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.

11. Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with HCDD in support of this application for permit. HCDD's engineer

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or other representative may at any time make such inspection as such engineer or other representation may deem necessary to assure that the construction of the pipeline or utilities is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work if necessary, while such inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the HCDD shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its replacement in conformance to said plans and specifications and conditions of this permit. HCDD may revoke this permit and suspend all work hereunder if it is determined by HCDD that the pipelines or utilities are not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against HCDD.

12. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from HCDD prior to the making of any such change. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.

13. All pipeline and utility crossing locations under this permit shall be identified with appropriate markers installed three feet above ground on metal posts at such points and at such distances from HCDD's ditch as may be approved by the HCDD's engineer or representative. Applicant will remove and then replace any markers, when so designated by the HCDD's engineer or representative, as necessary to facilitate maintenance or construction on HCDD's ditch, easement or right of way.

14. Applicant agrees to pay HCDD a permit fee to cover administrative costs in the amount of $ 500.00, plus a reimbursement to HCDD for any necessary engineering fees which may be incurred for the study and processing of the Application, for each crossing of an HCDD ditch. This fee will permit a single pipeline or utility to cross at a single crossing location. Applicant further agrees to pay an additional fee of $ 500.00 for each additional line included in permit application at the same crossing location; however, more than one crossing location may be included in a single application.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and support data provided.

All permits fees must be submitted with the application for permit.

Permit fees submitted with this application for which pipeline or utility crossing are not approved by HCDD Board of Directors will be refunded to Applicant.

Permit fees may be waived where Applicant is a state, county, municipality, or a special political division.

15. The Applicant is allowed one hundred twenty days (120) from the granting of the permit to start construction of the pipelines or utilities crossing. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. All construction must be completed within two hundred ten (210) days from the date of issuance of permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the HCDD Board of Directors. Such applications for extension must be received by HCDD at least thirty days before the expiration of the two hundred ten (210) days period. A new permit fee, in accordance with Paragraph 14 hereof, will be charged for each extension granted.

Construction of any pipeline or utility crossing will not begin until written approval has been given by HCDD.

16. All provisions of the Pipeline and Utility Permit Administration Policy of HCDD, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.

17. Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair or modify the pipeline or utility in the manner set forth herein.

18. This Pipeline and Utility Permit if granted by HCDD is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

19. HCDD requires the coordinates of all crossings in NAD 1983 State Plane Texas South, for each utility crossing.

20. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

21. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this 8th day of March, 2015.

OSCAR CANCINO, P.E.
(Name of Applicant – Printed or Typed

By: _____
Signature

Title: INTERIM EXECUTIVE DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, Oscar Cancino, on this 8th day of March, 2015, to which witness my hand and seal of office.

PAMELA S. PEREZ
Notary Public, State of Texas
My Commission Expires
April 07, 2018

_____
Notary Public for the State of Texas
My Commission Expires: 4/7/18

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General Manager

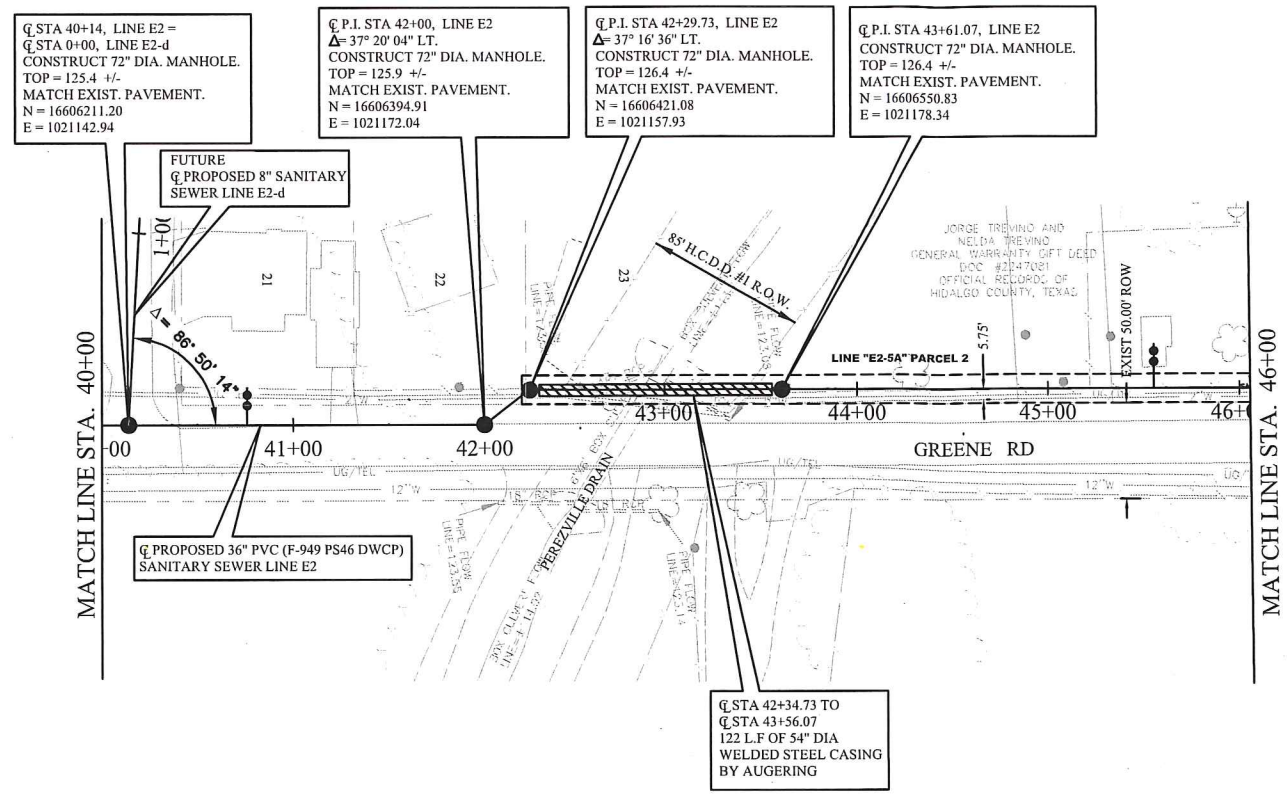
PIPELINE AND UTILITY PERMIT APPLICATION PACKET

APPROVAL OF APPLICATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Came on for consideration this _____ day of _____, 2015. The above and foregoing Application for Pipeline and Utility Permit, and after consideration of the same by the Board of Directors of the Hidalgo County Drainage District No. 1, said Application and Agreement for Pipeline or Utility Permit is hereby APPOVED.

_____
President, Board of Directors Hidalgo County
Drainage District No. 1

100% SUBMITTAL





NOTE: 1) THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS INDICATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR THE EXCAVATING IN THIS AREA:

AGUA S.U.D.	956-585-2459
CENTRAL POWER & LIGHT	800-245-4545
S. W. BELL TELEPHONE CO.	800-828-5127
SOUTHERN UNION GAS	956-444-3926
HERITAGE CABLEVISION	956-797-9494
MAGIC VALLEY ELECTRIC	866-225-5683
DIG TESS	800-DIG-TESS
TEXAS ONE CALL	800-545-6005

NOTE: 2) ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.

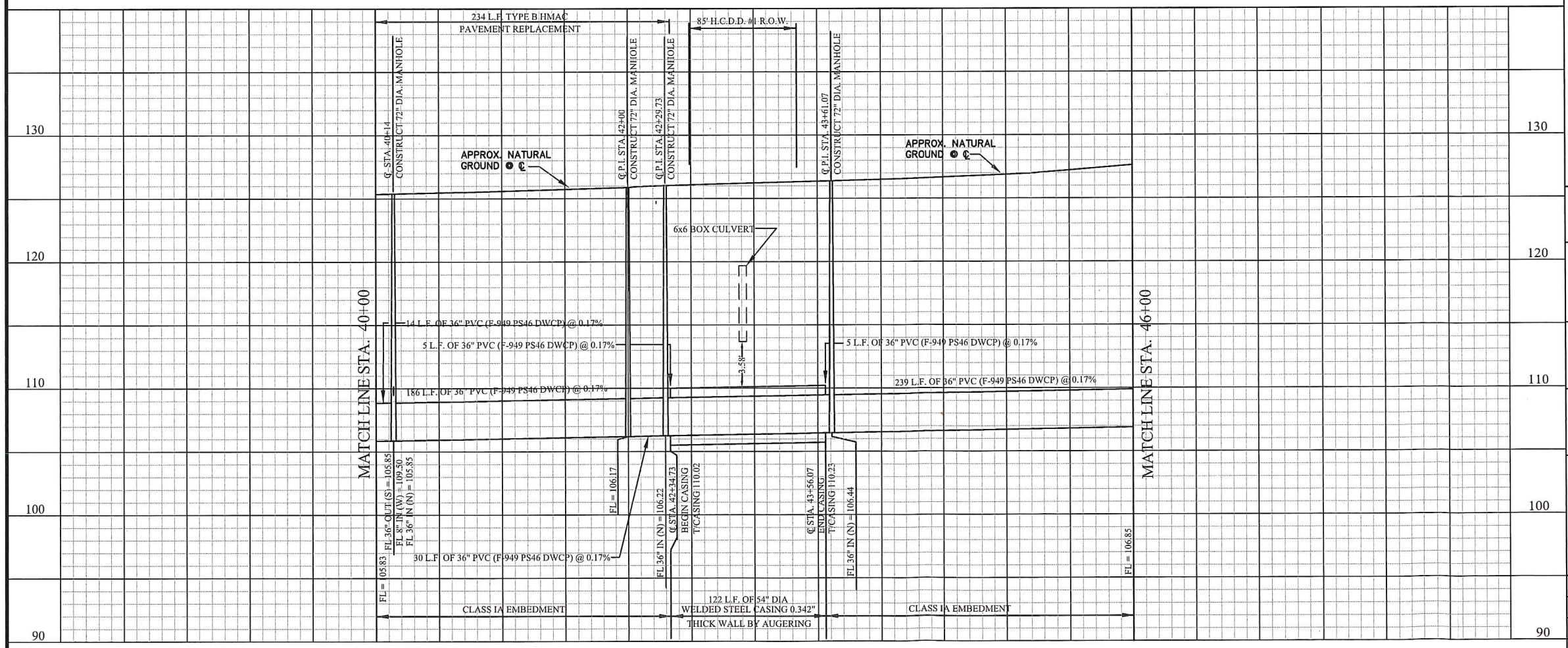
NOTE: 3) ALL COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.

NOTE: 4) W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

HORIZONTAL 50 0 50 100 150

VERTICAL 5 0 5 10 15

SCALE IN FEET



REV. NO.	DESCRIPTION	CHK. BY	DATE

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED PROFESSIONAL ENGINEER
4/27/2017

PALMVIEW COLLECTION SYSTEM (PHASE-I)
AGUA SPECIAL UTILITY DISTRICT

MAIN E2
SHEET 5 OF 6
STA. 40+00 T0 STA. 46+00

BECC
BORDER ENVIRONMENT
COOPERATION COMMISSION

AGUA Special Utility District

S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

DESIGNED BY:	PP/RK	DATE:	04/27/2017
DRAWN BY:	EF/MG	PROJECT NO:	U1877
CHECKED BY:	PP/RK	EDAP NO:	G16000
FILE:	E2PP05.DWG	SHEET NO:	E10

XREFS

PLOTTED: 04/27/2017 - 9:45 AM
marinjr

N:\PROJECTU1877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\P&P SHEETS



MAIN SEWER LINE E2
DRAINAGE R.O.W.
OF GREEN ROAD &
SAN FRANCISCO
X = 1021195.52
Y = 16606459.95
PEREZVILLE DRAIN

S&B

SCALE: 1"=200'

LEGEND

SEWER LINES

NOTES:
1. ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.
2. ALL PROPERTY COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.
3. W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED
PROFESSIONAL ENGINEER
4-27-2017

PALMVIEW COLLECTION SYSTEM
H.C.D.D. #1 CROSSING LOCTATION EXHIBIT FOR DRAINAGE PERMITS

MAIN SEWER LINE E2

S&B INFRASTRUCTURE, LTD.

TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

N:\PROJECTU\877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\EXHIBITS

AI -59610 **6.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Esther Layton

Submitted By: Esther Layton, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Utility Permit
Agua Special Utility District propose one 30-inch gravity sewer line crossing drainage R.O.W. of Abram Rd. and approximately
0.18 mi. along the Bates Lateral.
x(coordinate): 1017022.78
y(coordinate): 16602747.67

BACKGROUND

Fiscal Impact

Attachments

Utility Permit

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Esther Layton Started On: 04/28/2017 09:16 AM

Final Approval Date: 04/28/2017

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
Fax (956) 292-7089

Raul E. Sesin, P.E., CFM
General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Contact the Hidalgo County Drainage District Manager to discuss the scope of the project

1. Please return the following for processing (in duplicate0:
   a. Permit application form.
   b. Locator map.
   c. Plans/profile of pipe or utility crossing.
   d. Applicant's insurance certificate (in compliance with Schedule A).

2. Check payable to Hidalgo County Drainage District No. 1 for appropriate fees(s) as required.

Hidalgo County Drainage District No. 1 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Hidalgo County Drainage District No. 1 Manager.

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Raul E. Sesin, P.E., CFM
General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

THE STATE OF TEXAS

COUNTY OF HIDALGO

APPLICATION AND AGREEMENT FOR PIPELINE OR UTILITY PERMIT

Date: 3-8-2017

AGUA SPECIAL UTILITY DISTRICT (hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County Drainage District No. 1 (hereinafter referred to as "HCDD") to construct, maintain and repair pipelines or utilities across the easements, ditches, streams, drainage ways, property or property interest as described below.

Information required:

1. Name and Address of Applicant: AGUA SPECIAL UTILITY DISTRICT
   3120 N ABRAM ROAD, PALMVIEW TEXAS 78572
2. Name and Address of company or agency owning Pipeline or Utility (please indicate if same as Applicant:: SAME AS APPLICANT
3. Name and Address of operator of Pipeline or Utility (please indicate if same as Applicant): SAME AS APPLICANT
4. Name and Address of contractor to install Pipeline or Utility: TO BE PROCURED
5. Estimated date of installation of Pipeline or Utility: MARCH 2017

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

6. Location of Pipelines or Utilities (Tract No., Survey, Abstract No.): LOCATED ALONG MILE-1 SOUTH ROAD BETWEEN ABRAM AND BATES ROAD.

7. Hidalgo County Drainage District No. 1's easements, ditches, streams, or other drainage ways, property or property interest to be crossed: HIDALGO COUNTY DRAINAGE DISTRICT EASEMENTS (Bates Lateral)

8. Names and Addresses of fee owners of property involved and copy of Pipeline or Utility easements acquired: HIDALGO COUNTY DRAINAGE DISTRICT #1

9. Number and size of lines: ONE 30-INCH GRAVITY SEWER LINE

10. Pressure (each line): GRAVITY SEWER PIPELINE

11. Content (each line): SANITARY SEWER

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

12. Is this a common carrier pipeline or utility? If yes, please submit the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility:

AGUA SPECIAL UTILITY DISTRICT

13. Does Applicant have the Power of Eminent Domain? YES, SPECIAL UTILITY DISTRCT

14. Will the product be carried for hire or by the owner of the goods? OWNER OF THE GOODS

15. Where is the origin of the line? PALMVIEW, TEXAS

16. Where is the destination of the line? PALMVIEW, TEXAS

If requested permit is granted by HCDD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be placed at least sixty feet (60') above existing or planned channel cross sections or three feet (3') below flow line of ditch, provided that temporary overhead lines for a period not to exceed six months in duration may be installed at a minimum elevation of _____ feet above the berm of the ditch.

2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will furnished with this application.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

3. HCDD will be notified in writing ten days prior to the beginning date of construction under this permit.

4. Applicant will bear the entire expense of all future relocations of any pipelines or utilities should such relocation, at the sole discretion of the Board of Directors of Hidalgo County Drainage District No. 1, be necessary for improvements, alteration, or maintenance of the HCDD's easement or property of interest.

5. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the pipelines or utilities are located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the HCDD.

6. Applicant will notify the HCDD at least 48 hours prior to completion of its work and removal of its equipment from the job site to permit HCDD to make an inspection.

7. Upon notification by the HCDD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement in as near the same condition or better, in the HCDD's sole judgment, as it existed prior to the commencement of the operations under this permit.

8. HCDD shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the HCDD.

   It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnity and protect HCDD from the consequences of

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

HCDD's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Applicant further agrees to defend, at its own expense, with attorneys acceptable to HCDD and on behalf of the HCDD, and in the name of Hidalgo County Drainage District No. 1, any claim or litigation brought against the HCDD in connection with any such injury, death or damage.

Before construction is begun on such pipeline or utility crossings, Applicant will furnish to the HCDD a certificate of insurance (or other security approved by the HCDD) payable to Hidalgo County Drainage District No. 1 and protecting Hidalgo County Drainage District No. 1 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

9. HCDD makes no warranties, expressed or implied, in the granting of this permit; nor does HCDD purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that HCDD is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the HCDD's easement or other property interest is located. Furthermore, in granting this permit the HCDD makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land upon which Applicant constructs, maintains, repairs, or modifies the pipelines or utilities, made the subject of this application, nor does HCDD make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that HCDD in granting this permit, does not convey or grant to Applicant any rights, title or interest for which is has no legal authority to grant or convey.

10. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.

11. Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with HCDD in support of this application for permit. HCDD's engineer

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General Manager

or other representative may at any time make such inspection as such engineer or other representation may deem necessary to assure that the construction of the pipeline or utilities is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work if necessary, while such inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the HCDD shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its replacement in conformance to said plans and specifications and conditions of this permit. HCDD may revoke this permit and suspend all work hereunder if it is determined by HCDD that the pipelines or utilities are not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against HCDD.

12. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from HCDD prior to the making of any such change. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.

13. All pipeline and utility crossing locations under this permit shall be identified with appropriate markers installed three feet above ground on metal posts at such points and at such distances from HCDD's ditch as may be approved by the HCDD's engineer or representative. Applicant will remove and then replace any markers, when so designated by the HCDD's engineer or representative, as necessary to facilitate maintenance or construction on HCDD's ditch, easement or right of way.

14. Applicant agrees to pay HCDD a permit fee to cover administrative costs in the amount of $ 500.00, plus a reimbursement to HCDD for any necessary engineering fees which may be incurred for the study and processing of the Application, for each crossing of an HCDD ditch. This fee will permit a single pipeline or utility to cross at a single crossing location. Applicant further agrees to pay an additional fee of $ 500.00 for each additional line included in permit application at the same crossing location; however, more than one crossing location may be included in a single application.

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and support data provided.

All permits fees must be submitted with the application for permit.

Permit fees submitted with this application for which pipeline or utility crossing are not approved by HCDD Board of Directors will be refunded to Applicant.

Permit fees may be waived where Applicant is a state, county, municipality, or a special political division.

15. The Applicant is allowed one hundred twenty days (120) from the granting of the permit to start construction of the pipelines or utilities crossing. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. All construction must be completed within two hundred ten (210) days from the date of issuance of permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the HCDD Board of Directors. Such applications for extension must be received by HCDD at least thirty days before the expiration of the two hundred ten (210) days period. A new permit fee, in accordance with Paragraph 14 hereof, will be charged for each extension granted.

Construction of any pipeline or utility crossing will not begin until written approval has been given by HCDD.

16. All provisions of the Pipeline and Utility Permit Administration Policy of HCDD, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.

17. Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair or modify the pipeline or utility in the manner set forth herein.

18. This Pipeline and Utility Permit if granted by HCDD is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.

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General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

19. HCDD requires the coordinates of all crossings in NAD 1983 State Plane Texas South, for each utility crossing.

20. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

21. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this 8th day of March, 2017.

OSCAR CANCINO, P.E.
(Name of Applicant – Printed or Typed

By: _____, P.E.
Signature

Title: INTERIM EXECUTIVE DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, Oscar Cancino, on this 8th day of March, 2017, to which witness my hand and seal of office.

PAMELA S. PEREZ
Notary Public, State of Texas
My Commission Expires
April 07, 2018

Pamela S. Perez
Notary Public for the State of Texas
My Commission Expires: 4-7-18

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General Manager

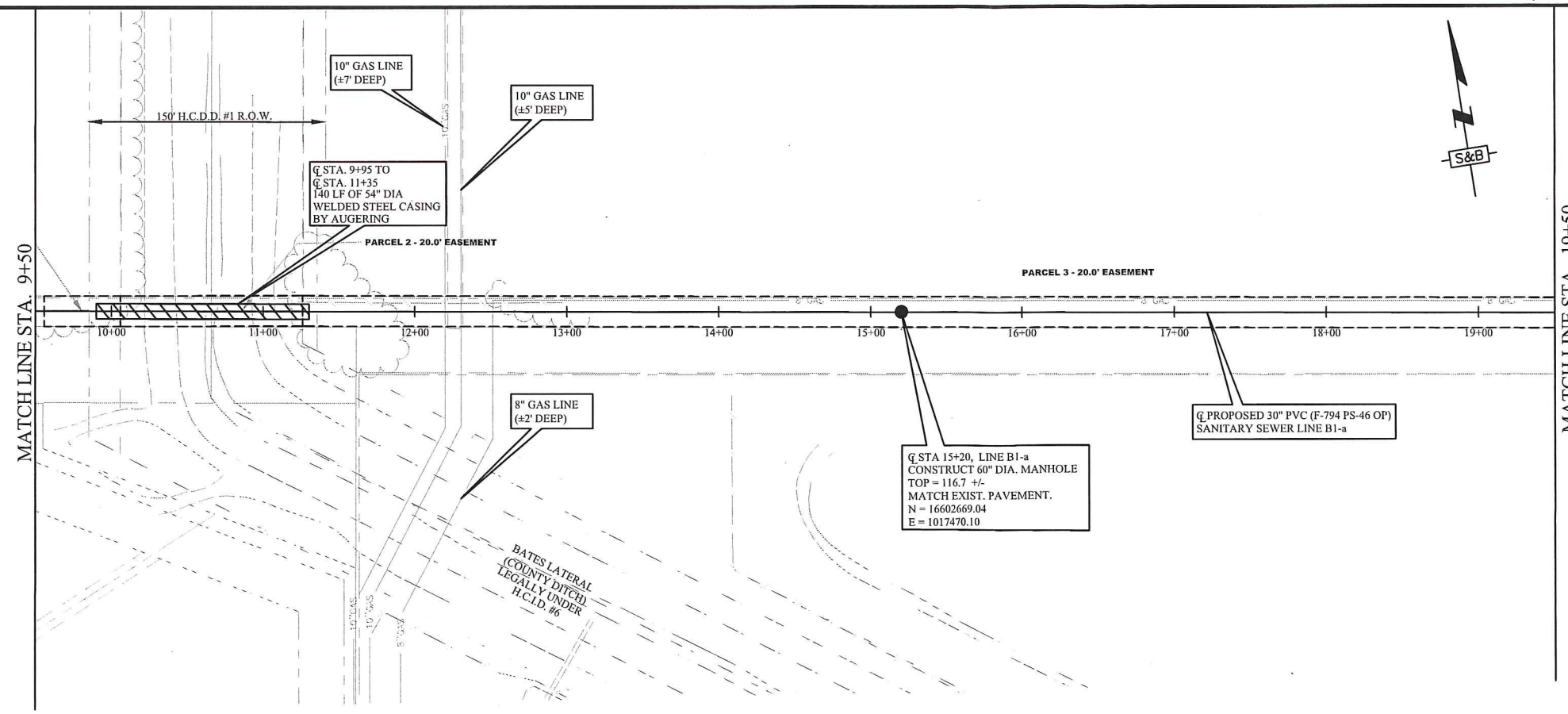
PIPELINE AND UTILITY PERMIT APPLICATION PACKET

APPROVAL OF APPLICATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Came on for consideration this _____ day of _____, 2015. The above and foregoing Application for Pipeline and Utility Permit, and after consideration of the same by the Board of Directors of the Hidalgo County Drainage District No. 1, said Application and Agreement for Pipeline or Utility Permit is hereby APPOVED.

_____
President, Board of Directors Hidalgo County
Drainage District No. 1

100% SUBMITTAL



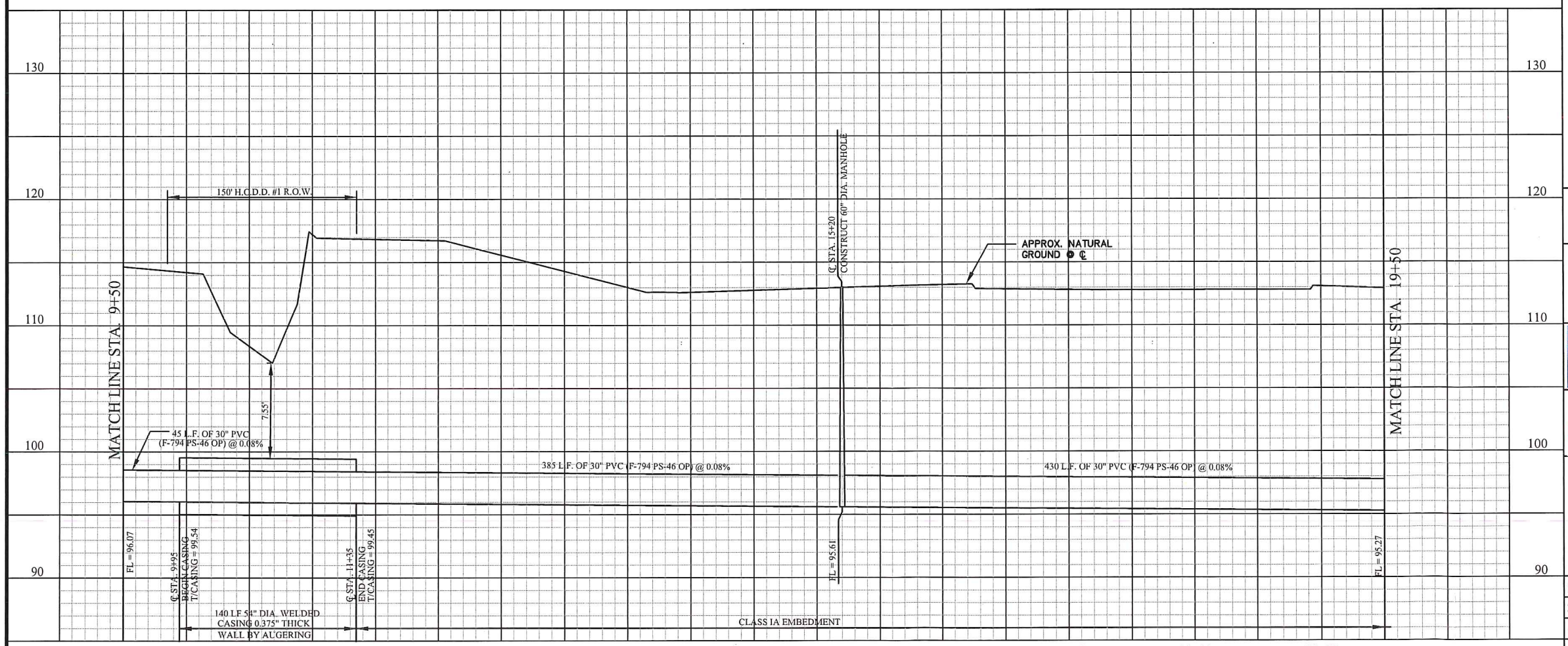
NOTE: 1) THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS INDICATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR THE EXCAVATING IN THIS AREA:

AGUA S.U.D.	956-585-2459
CENTRAL POWER & LIGHT	800-245-4545
S. W. BELL TELEPHONE CO.	800-828-5127
SOUTHERN UNION GAS	956-444-3926
HERITAGE CABLEVISION	956-797-9494
MAGIC VALLEY ELECTRIC	866-225-5683
DIG TESS	800-DIG-TESS
TEXAS ONE CALL	800-545-6005

NOTE: 2) ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.

NOTE: 3) ALL COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.

NOTE: 4) W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.



HORIZONTAL: 50 0 50 100 150

VERTICAL: 5 0 5 10 15

SCALE IN FEET

REV. NO.	DESCRIPTION	CHK. BY	DATE

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED PROFESSIONAL ENGINEER
4/27/2017

PALMVIEW COLLECTION SYSTEM (PHASE-I)
AGUA SPECIAL UTILITY DISTRICT

MAIN B1-a
SHEET 2 OF 3
STA. 9+50 T0 STA. 19+50

BECC
BORDER ENVIRONMENT
COOPERATION COMMISSION

AGUA Special Utility District

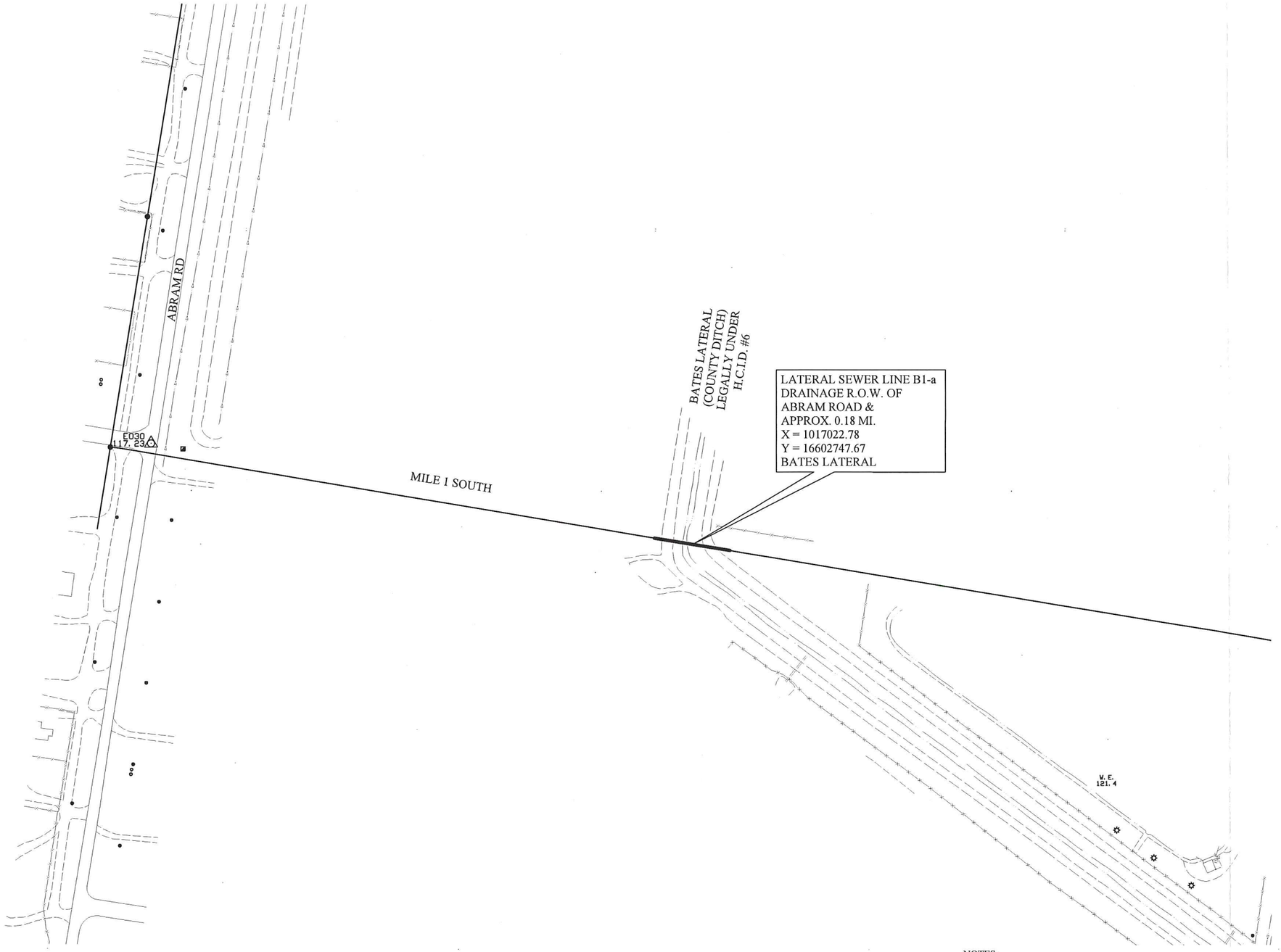
S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

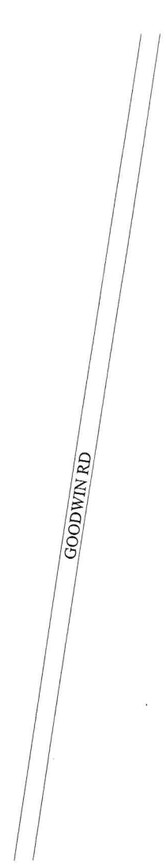
DESIGNED BY:	PP/RK	DATE:	04/27/2017
DRAWN BY:	EF/MG	PROJECT NO:	U1877
CHECKED BY:	PP/RK	EDAP NO:	G16000
FILE:	B1-APP02.DWG	SHEET NO:	B4

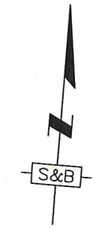
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PLOTTED: 04/27/2017 - 9:40 AM
marinjr

XREFS
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..\..\Gravity System\xref\East Utility.dwg
..\..\Gravity System\xref\E_PCL.dwg
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SCALE: 1"=200'

LEGEND

SEWER LINES

NOTES:
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STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED
PROFESSIONAL ENGINEER
4/27/2017.

PALMVIEW COLLECTION SYSTEM
H.C.D.D. #1 CROSSING LOCTATION EXHIBIT FOR DRAINAGE PERMITS

LATERAL SEWER LINE B1-a

S&B INFRASTRUCTURE, LTD.

TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

N:\PROJECTU1\877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\EXHIBITS

AI -59612 **7.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Esther Layton

Submitted By: Esther Layton, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Utility Permit
Agua Special Utility District propose one 36-inch gravity sewer line crossing drainage R.O.W. of Business 83 & approximately
0.42 mi. south between Bates Lateral & Perezville Drain.
x(coordinate):1019767.57
y(coordinate):16604647.99

BACKGROUND

Fiscal Impact

Attachments

Utility Permit

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Esther Layton Started On: 04/28/2017 09:23 AM

Final Approval Date: 04/28/2017

(2)

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
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Raul E. Sesin, P.E., CFM
General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Contact the Hidalgo County Drainage District Manager to discuss the scope of the project

1. Please return the following for processing (in duplicate0:
   a. Permit application form.
   b. Locator map.
   c. Plans/profile of pipe or utility crossing.
   d. Applicant's insurance certificate (in compliance with Schedule A).

2. Check payable to Hidalgo County Drainage District No. 1 for appropriate fees(s) as required.

Hidalgo County Drainage District No. 1 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Hidalgo County Drainage District No. 1 Manager.

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

THE STATE OF TEXAS

COUNTY OF HIDALGO

APPLICATION AND AGREEMENT FOR PIPELINE OR UTILITY PERMIT

Date: 3-8-2017

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Information required:

1. Name and Address of Applicant: AGUA SPECIAL UTILITY DISTRICT
   3120 N ABRAM ROAD, PALMVIEW TEXAS 78572
2. Name and Address of company or agency owning Pipeline or Utility (please indicate if same as Applicant:: SAME AS APPLICANT
3. Name and Address of operator of Pipeline or Utility (please indicate if same as Applicant): SAME AS APPLICANT
4. Name and Address of contractor to install Pipeline or Utility: TO BE PROCURED
5. Estimated date of installation of Pipeline or Utility: MARCH 2017

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

6. Location of Pipelines or Utilities (Tract No., Survey, Abstract No.): LOCATED ALONG MIKE BARRERA STREET BETWEEN BATES ROAD AND GREEN ROAD

7. Hidalgo County Drainage District No. 1's easements, ditches, streams, or other drainage ways, property or property interest to be crossed: HIDALGO COUNTY DRAINAGE DISTRICT EASEMENTS (Between Bates Lateral and Perezville Drain.

8. Names and Addresses of fee owners of property involved and copy of Pipeline or Utility easements acquired: HIDALGO COUNTY DRAINAGE DISTRICT #1

9. Number and size of lines: ONE 36-INCH GRAVITY SEWER LINE

10. Pressure (each line): GRAVITY SEWER PIPELINE

11. Content (each line): SANITARY SEWER

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

12. Is this a common carrier pipeline or utility? If yes, please submit the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility:

AGUA SPECIAL UTILITY DISTRICT

13. Does Applicant have the Power of Eminent Domain? YES, SPECIAL UTILITY DISTRCT

14. Will the product be carried for hire or by the owner of the goods? OWNER OF THE GOODS

15. Where is the origin of the line? PALMVIEW, TEXAS

16. Where is the destination of the line? PALMVIEW, TEXAS

If requested permit is granted by HCDD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be placed at least sixty feet (60') above existing or planned channel cross sections or three feet (3') below flow line of ditch, provided that temporary overhead lines for a period not to exceed six months in duration may be installed at a minimum elevation of _____ feet above the berm of the ditch.

2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will furnished with this application.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
Fax (956) 292-7089

Raul E. Sesin, P.E., CFM
General Manager

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

3. HCDD will be notified in writing ten days prior to the beginning date of construction under this permit.

4. Applicant will bear the entire expense of all future relocations of any pipelines or utilities should such relocation, at the sole discretion of the Board of Directors of Hidalgo County Drainage District No. 1, be necessary for improvements, alteration, or maintenance of the HCDD's easement or property of interest.

5. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the pipelines or utilities are located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the HCDD.

6. Applicant will notify the HCDD at least 48 hours prior to completion of its work and removal of its equipment from the job site to permit HCDD to make an inspection.

7. Upon notification by the HCDD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement in as near the same condition or better, in the HCDD's sole judgment, as it existed prior to the commencement of the operations under this permit.

8. HCDD shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the HCDD.

   It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnity and protect HCDD from the consequences of

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HCDD's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Applicant further agrees to defend, at its own expense, with attorneys acceptable to HCDD and on behalf of the HCDD, and in the name of Hidalgo County Drainage District No. 1, any claim or litigation brought against the HCDD in connection with any such injury, death or damage.

Before construction is begun on such pipeline or utility crossings, Applicant will furnish to the HCDD a certificate of insurance (or other security approved by the HCDD) payable to Hidalgo County Drainage District No. 1 and protecting Hidalgo County Drainage District No. 1 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

9. HCDD makes no warranties, expressed or implied, in the granting of this permit; nor does HCDD purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that HCDD is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the HCDD's easement or other property interest is located. Furthermore, in granting this permit the HCDD makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land upon which Applicant constructs, maintains, repairs, or modifies the pipelines or utilities, made the subject of this application, nor does HCDD make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that HCDD in granting this permit, does not convey or grant to Applicant any rights, title or interest for which is has no legal authority to grant or convey.

10. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.

11. Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with HCDD in support of this application for permit. HCDD's engineer

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or other representative may at any time make such inspection as such engineer or other representation may deem necessary to assure that the construction of the pipeline or utilities is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work if necessary, while such inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the HCDD shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its replacement in conformance to said plans and specifications and conditions of this permit. HCDD may revoke this permit and suspend all work hereunder if it is determined by HCDD that the pipelines or utilities are not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against HCDD.

12. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from HCDD prior to the making of any such change. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.

13. All pipeline and utility crossing locations under this permit shall be identified with appropriate markers installed three feet above ground on metal posts at such points and at such distances from HCDD's ditch as may be approved by the HCDD's engineer or representative. Applicant will remove and then replace any markers, when so designated by the HCDD's engineer or representative, as necessary to facilitate maintenance or construction on HCDD's ditch, easement or right of way.

14. Applicant agrees to pay HCDD a permit fee to cover administrative costs in the amount of $ 500.00, plus a reimbursement to HCDD for any necessary engineering fees which may be incurred for the study and processing of the Application, for each crossing of an HCDD ditch. This fee will permit a single pipeline or utility to cross at a single crossing location. Applicant further agrees to pay an additional fee of $ 500.00 for each additional line included in permit application at the same crossing location; however, more than one crossing location may be included in a single application.

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Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and support data provided.

All permits fees must be submitted with the application for permit.

Permit fees submitted with this application for which pipeline or utility crossing are not approved by HCDD Board of Directors will be refunded to Applicant.

Permit fees may be waived where Applicant is a state, county, municipality, or a special political division.

15. The Applicant is allowed one hundred twenty days (120) from the granting of the permit to start construction of the pipelines or utilities crossing. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. All construction must be completed within two hundred ten (210) days from the date of issuance of permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the HCDD Board of Directors. Such applications for extension must be received by HCDD at least thirty days before the expiration of the two hundred ten (210) days period. A new permit fee, in accordance with Paragraph 14 hereof, will be charged for each extension granted.

Construction of any pipeline or utility crossing will not begin until written approval has been given by HCDD.

16. All provisions of the Pipeline and Utility Permit Administration Policy of HCDD, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.

17. Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair or modify the pipeline or utility in the manner set forth herein.

18. This Pipeline and Utility Permit if granted by HCDD is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.

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19. HCDD requires the coordinates of all crossings in NAD 1983 State Plane Texas South, for each utility crossing.

20. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

21. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this 8th day of March, 2017.

OSCAR CANCINO, P.E.
(Name of Applicant – Printed or Typed

By: _____
Signature

Title: INTERIM EXECUTIVE DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, Oscar Cancino, on this 8th day of March, 2017, to which witness my hand and seal of office.

PAMELA S. PEREZ
Notary Public, State of Texas
My Commission Expires
April 07, 2018

_____
Notary Public for the State of Texas
My Commission Expires: 4/7/18

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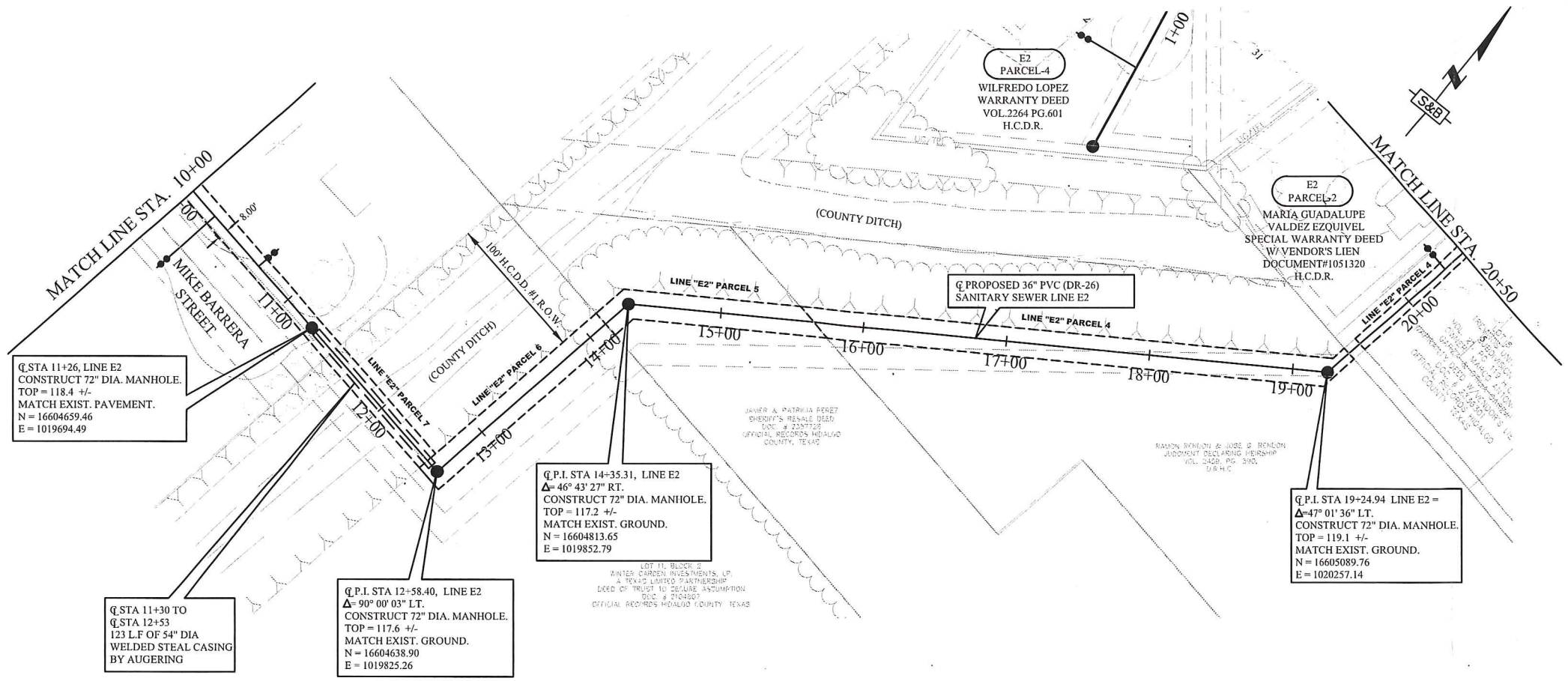
PIPELINE AND UTILITY PERMIT APPLICATION PACKET

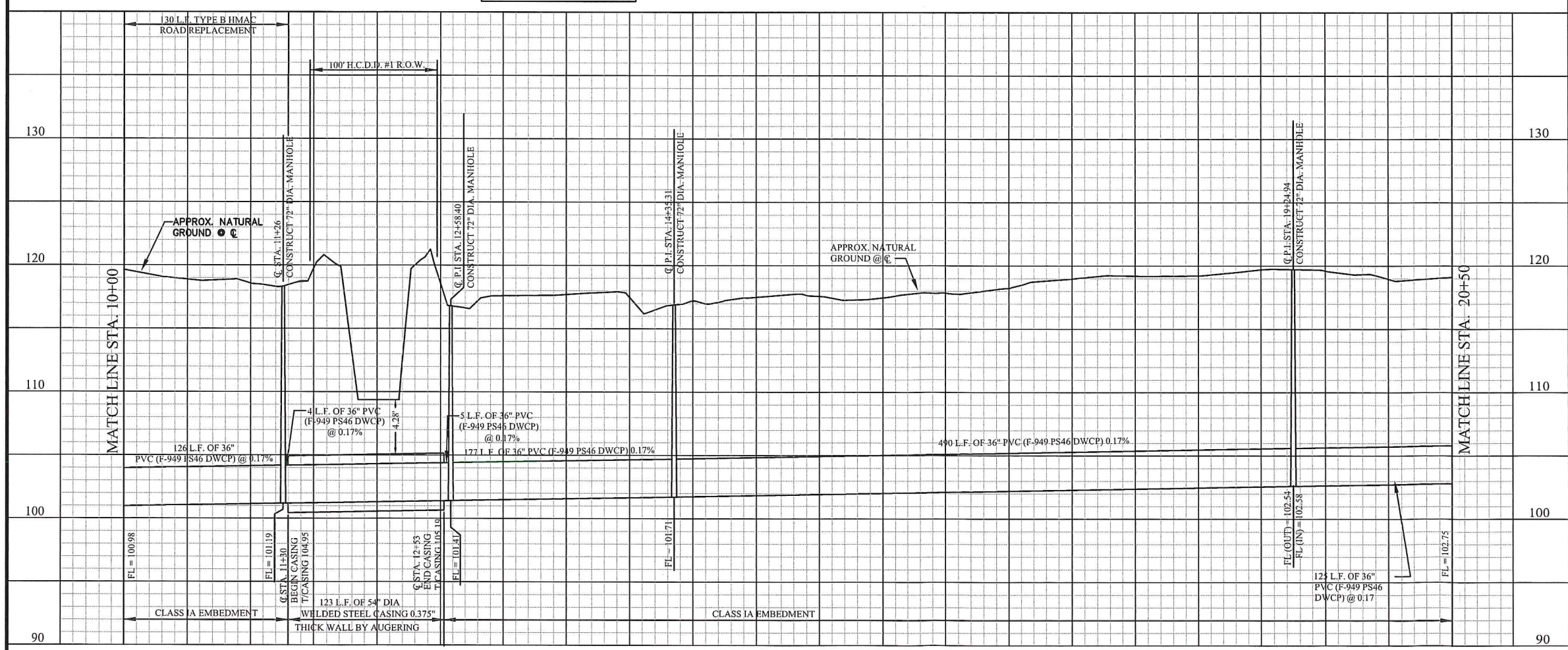
APPROVAL OF APPLICATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Came on for consideration this _____ day of _____, 2015. The above and foregoing Application for Pipeline and Utility Permit, and after consideration of the same by the Board of Directors of the Hidalgo County Drainage District No. 1, said Application and Agreement for Pipeline or Utility Permit is hereby APPOVED.

_____
President, Board of Directors Hidalgo County
Drainage District No. 1

100% SUBMITTAL





NOTE: 1) THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS INDICATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR THE EXCAVATING IN THIS AREA:

AGUA S.U.D.	956-585-2459
CENTRAL POWER & LIGHT	800-245-4545
S. W. BELL TELEPHONE CO.	800-828-5127
SOUTHERN UNION GAS	956-444-3926
HERITAGE CABLEVISION	956-797-9494
MAGIC VALLEY ELECTRIC	866-225-5683
DIG TESS	800-DIG-TESS
TEXAS ONE CALL	800-545-6005

NOTE: 2) ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.

NOTE: 3) ALL COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.

NOTE: 4) W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

HORIZONTAL 50 0 50 100 150

VERTICAL 5 0 5 10 15

SCALE IN FEET

REV. NO.	DESCRIPTION	CHK. BY	DATE

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED PROFESSIONAL ENGINEER
4/27/2017

PALMVIEW COLLECTION SYSTEM (PHASE-I)
AGUA SPECIAL UTILITY DISTRICT

MAIN E2
SHEET 2 OF 6
STA. 10+00 T0 STA. 20+50

BECC
BORDER ENVIRONMENT
COOPERATION COMMISSION

AGUA Special Utility District

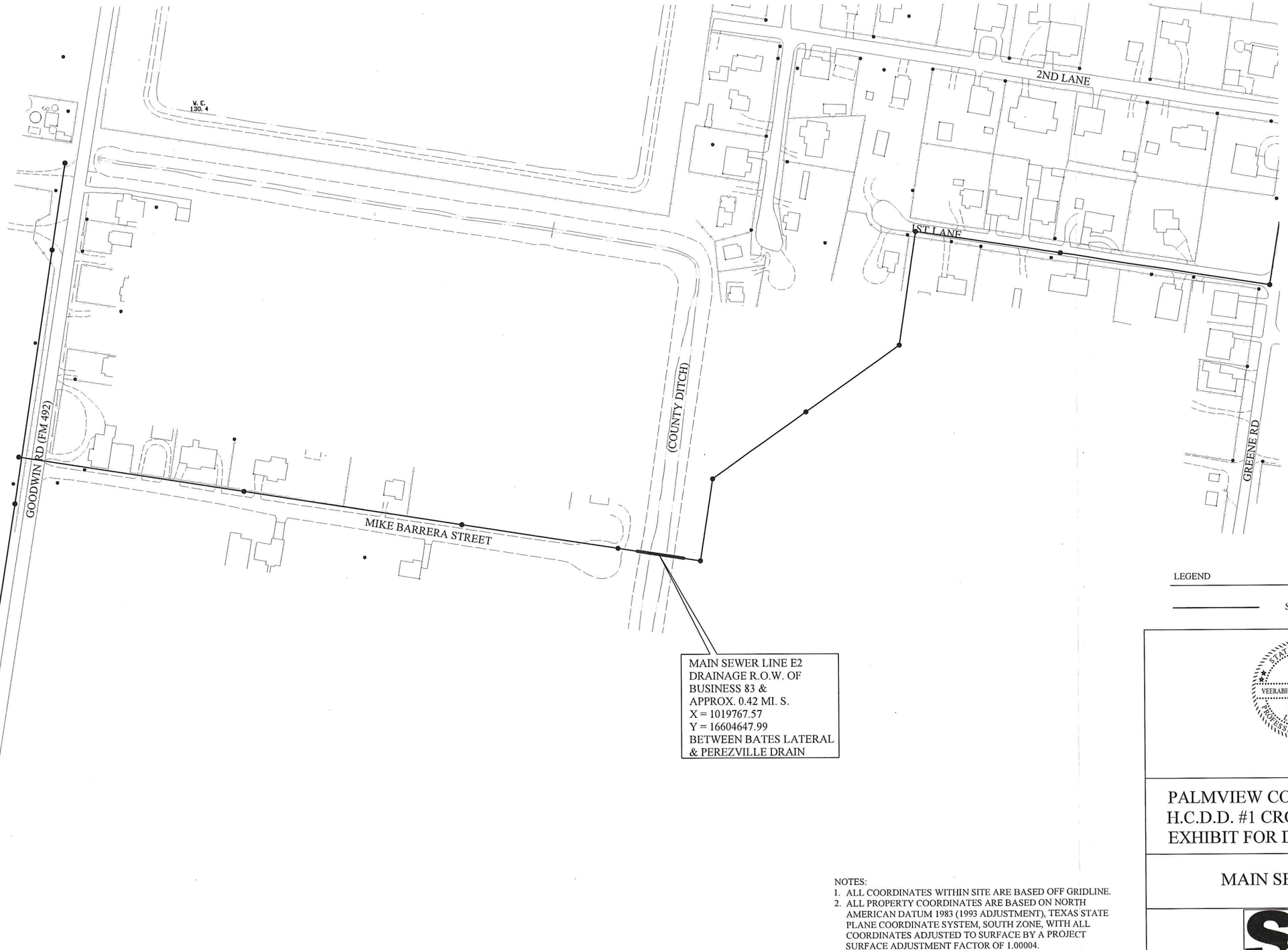
S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

DESIGNED BY:	PP/RK	DATE:	04/27/2017
DRAWN BY:	EF/MG	PROJECT NO:	U1877
CHECKED BY:	PP/RK	EDAP NO:	G16000
FILE:	E2PP02.DWG	SHEET NO:	E7

SHEETS

PLOTTED: 04/27/2017 - 9:42 AM
marinjr

N:\PROJECT\U1877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDDP&P SHEETS



S&B

SCALE: 1"=200'

LEGEND

SEWER LINES

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED
PROFESSIONAL ENGINEER

4/27/2017

PALMVIEW COLLECTION SYSTEM
H.C.D.D. #1 CROSSING LOCTATION EXHIBIT FOR DRAINAGE PERMITS

MAIN SEWER LINE E2

NOTES:
1. ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.
2. ALL PROPERTY COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.
3. W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

S&B INFRASTRUCTURE, LTD.

TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

N:\PROJECTU1877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\EXHIBITS

AI -59619 **8.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Esther Layton

Submitted By: Esther Layton, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Utility Permit

Agua Special Utility District propose one 12-inch force main sewer line crossing drainage R.O.W of Goodwin Rd. along the Perezville Drain.

x(coordinate): 1019103.641

y(coordinate): 16608692.25

BACKGROUND

Fiscal Impact

Attachments

Utility Permit

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Esther Layton Started On: 04/28/2017 09:59 AM

Final Approval Date: 04/28/2017

(4)

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

Contact the Hidalgo County Drainage District Manager to discuss the scope of the project

1. Please return the following for processing (in duplicate0:
   a. Permit application form.
   b. Locator map.
   c. Plans/profile of pipe or utility crossing.
   d. Applicant's insurance certificate (in compliance with Schedule A).

2. Check payable to Hidalgo County Drainage District No. 1 for appropriate fees(s) as required.

Hidalgo County Drainage District No. 1 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Hidalgo County Drainage District No. 1 Manager.

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

THE STATE OF TEXAS

COUNTY OF HIDALGO

APPLICATION AND AGREEMENT FOR PIPELINE OR UTILITY PERMIT

Date: 3-8-2016

AGUA SPECIAL UTILITY DISTRICT (hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County Drainage District No. 1 (hereinafter referred to as "HCDD") to construct, maintain and repair pipelines or utilities across the easements, ditches, streams, drainage ways, property or property interest as described below.

Information required:

1. Name and Address of Applicant: AGUA SPECIAL UTILITY DISTRICT
   3120 N ABRAM ROAD, PALMVIEW TEXAS 78577
2. Name and Address of company or agency owning Pipeline or Utility (please indicate if same as Applicant:: SAME AS APPLICANT
3. Name and Address of operator of Pipeline or Utility (please indicate if same as Applicant): SAME AS APPLICANT
4. Name and Address of contractor to install Pipeline or Utility: TO BE PROCURED
5. Estimated date of installation of Pipeline or Utility: MARCH 2017

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6. Location of Pipelines or Utilities (Tract No., Survey, Abstract No.): LOCATED ON FM492 1500 FT NORTH OF BUSSINESS 83.

7. Hidalgo County Drainage District No. 1's easements, ditches, streams, or other drainage ways, property or property interest to be crossed: HIDALGO COUNTY DRAINAGE DISTRICT EASEMENTS (Perezville Drain)

8. Names and Addresses of fee owners of property involved and copy of Pipeline or Utility easements acquired: HIDALGO COUNTY DRAINAGE DISTRICT #1

9. Number and size of lines: ONE 12-INCH FORCEMAIN SEWER LINE

10. Pressure (each line): LIFT STATION SEWER FORCE MAIN RATED AT 100 PSI

11. Content (each line): SANITARY SEWER

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PIPELINE AND UTILITY PERMIT APPLICATION PACKET

12. Is this a common carrier pipeline or utility? If yes, please submit the Applicant's Texas Railroad Commission Form "T-4" or similar form designating the facility:

AGUA SPECIAL UTILITY DISTRICT

13. Does Applicant have the Power of Eminent Domain? YES, SPECIAL UTILITY DISTRCT

14. Will the product be carried for hire or by the owner of the goods? OWNER OF THE GOODS

15. Where is the origin of the line? PALMVIEW, TEXAS

16. Where is the destination of the line? PALMVIEW, TEXAS

If requested permit is granted by HCDD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be placed at least sixty feet (60') above existing or planned channel cross sections or three feet (3') below flow line of ditch, provided that temporary overhead lines for a period not to exceed six months in duration may be installed at a minimum elevation of _____ feet above the berm of the ditch.

2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will furnished with this application.

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5. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the pipelines or utilities are located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the HCDD.

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19. HCDD requires the coordinates of all crossings in NAD 1983 State Plane Texas South, for each utility crossing.

20. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

21. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this 8th day of March, 2017.

OSCAR CANCINO, P.E.
(Name of Applicant – Printed or Typed

By: _____
Signature

Title: INTERIM EXECUTIVE DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, Oscar Cancino, on this 8th day of March, 2017, to which witness my hand and seal of office.

_____
Notary Public for the State of Texas
My Commission Expires: 4/7/18

PAMELA S. PEREZ
Notary Public, State of Texas
My Commission Expires
April 07, 2018

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
Fax (956) 292-7089

Raul E. Sesin, P.E., CFM
General Manager

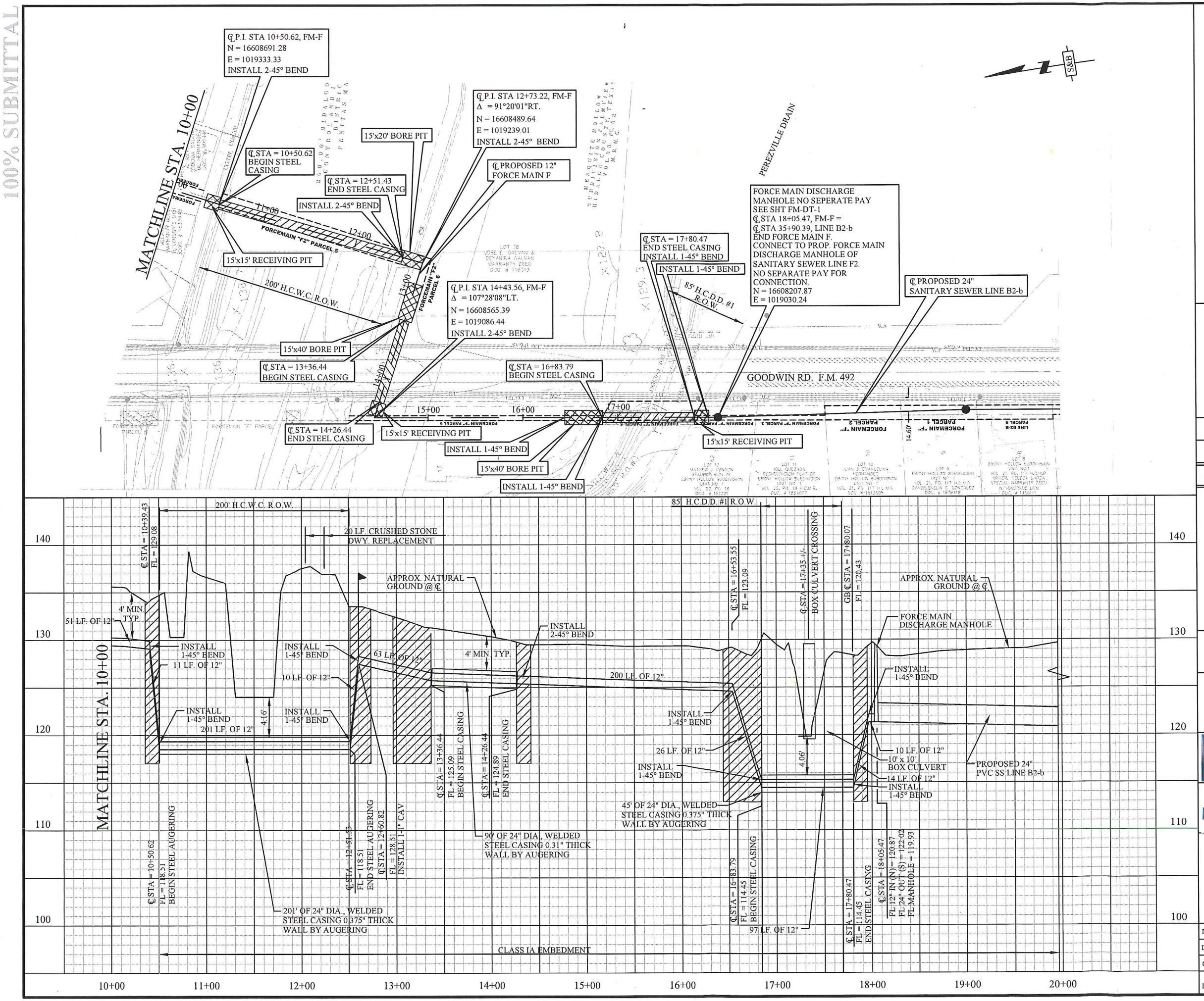
PIPELINE AND UTILITY PERMIT APPLICATION PACKET

APPROVAL OF APPLICATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Came on for consideration this _____ day of _____, 2015. The above and foregoing Application for Pipeline and Utility Permit, and after consideration of the same by the Board of Directors of the Hidalgo County Drainage District No. 1, said Application and Agreement for Pipeline or Utility Permit is hereby APPOVED.

_____
President, Board of Directors Hidalgo County
Drainage District No. 1

100% SUBMITTAL



NOTE: 1) THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS INDICATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR THE EXCAVATING IN THIS AREA:

AGUA S.U.D.	956-585-2459
CENTRAL POWER & LIGHT	800-245-4545
S. W. BELL TELEPHONE CO.	800-828-5127
SOUTHERN UNION GAS	956-444-3926
HERITAGE CABLEVISION	956-797-9494
MAGIC VALLEY ELECTRIC	866-225-5683
DIG TESS	800-DIG-TESS
TEXAS ONE CALL	800-545-6005

NOTE: 2) HCID No 1 AND THE SITE INSPECTOR SHALL BE CONTACTED AND THAT NO WORK MAY COMMENCE WITHOUT COORDINATION WITH HCID No 1. THERE SHALL BE NO EXCAVATIONS OR EQUIPMENT DISTURB AREAS ON OR ADJACENT TO THE CANAL BANKS DURING BORING OPERATION.

NOTE: 3) ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.

NOTE: 4) ALL COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.

NOTE: 5) W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

50 0 50 100 150 200

SCALE IN FEET

REV. NO.	DESCRIPTION	CHK. BY	DATE

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED PROFESSIONAL ENGINEER
4/27/2017

PALMVIEW COLLECTION SYSTEM
AGUA SPECIAL UTILITY DISTRICT

FORCE MAIN F
SHEET 2 OF 2
STA. 10+00 TO STA. 20+31.32

BECC
BORDER ENVIRONMENT
COOPERATION COMMISSION

AGUA Special Utility District

S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

DESIGNED BY:	PJP/RK	DATE:	04/27/2017
DRAWN BY:	EF/MG	PROJECT NO:	U1877
CHECKED BY:	DG/RK	EDAP NO:	G16000
FILE:	(FM-F-1A).DWG	SHEET NO:	FM-F-2

XREFS

PLOTTED: 04/27/2017 - 9:50 AM
marinjr

N:\PROJECT\U1877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\P&P SHEETS



NOTES:
1. ALL COORDINATES WITHIN SITE ARE BASED OFF GRIDLINE.
2. ALL PROPERTY COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, WITH ALL COORDINATES ADJUSTED TO SURFACE BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00004.
3. W061 AND W062 ARE AERIAL PANEL POINTS WITH ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.

STATE OF TEXAS
VEERABHADRA R. KAJULURI
114348
LICENSED PROFESSIONAL ENGINEER
4/27/2017

PALMVIEW COLLECTION SYSTEM
H.C.D.D. #1 CROSSING LOCTATION EXHIBIT FOR DRAINAGE PERMITS

FORCE MAIN F

S&BI INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

N:\PROJECTU\1877\DESIGN\AGUA SUD - PALMVIEW COLLECTION SYSTEM\PERMITS\HCDD\EXHIBITS

AI -59645 **9.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. General Fund - Administrative Building
1. Request approval to pay invoice M224633 to Halff and Associates for the Subsurface Investigation of the firing range project needed for TCEQ TRRP applicability evaluation and environmental remediation. P.O. 629455-17
2. Request approval to pay invoice M224646 to Halff and Associates for the Professional Engineering Services related to the Site Improvement of the Maintenance and Shop. P.O. 631356.

B. Precinct # 1 Rural Drainage Development - Ovispado
1. Request approval of payment on invoice No. R026872 in the amount of $6,163.86 and invoice No. R026931 in the amount of $10,960.96 to Raba Kistner, Inc. for Construction Material Testing on Ovispado Drainage Improvements.

BACKGROUND

Fiscal Impact

Attachments

Halff - M224646
Halff - M-224633
Raba Inv No. R026931 and 026872

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Lora Briones Started On: 04/28/2017 02:44 PM

Final Approval Date: 04/28/2017

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 25 2017

9:30 AM / PM

BY: MV

INVOICE

HALFF

ENGINEERS ARCHITECTS SCIENTISTS PLANNERS SURVEYORS

REMITTANCE ADDRESS
Halff Associates, Inc
P.O. Box 678316
Dallas, TX 75267
www.halff.com

HIDALGO COUNTY DRAINAGE DISTRICT #1
902 N. Doolittle
Edinburg, TX 78542

Attention: Mr. Raul Sasin

Invoice Date : 04/21/2017
Invoice # : M224646
Project : 32069
Invoice Group : 02
Client Code : HIDALG

Project Name : HCDD No#1\ Admin Building

For Professional Services Rendered through: 4/2/2017
Re: Professional Engineering Services
Hidalgo County Drainage District No. 1
New Admininstration Faciltiy & Site Improvement
Edinburg, TX
Contract #: C-HCDD1-17-002-01-10
Work Authorization NO. 2

** Please contact Maribel Martinez at (956-664-0286) with any questions regarding this invoice.

Phase / Task / Name		Fee	Previous Amount	Current Amount	Total Fee Earned	Budget Remaining
WA02 -- New Administration Facility & Site		11,367.50	1,857.76	2,902.75	4,760.51	6,606.99
	Totals:	**11,367.50**	**1,857.76**	**2,902.75**	**4,760.51**	**6,606.99**

Project Fee:	11,367.50
Prior Billings:	1,857.76
Total Available:	9,509.74

Total this Invoice	2,902.75
Amount Due this Invoice	**2,902.75**

04/26/17

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 25 2017
9:30 AM / PM
BY: MP

INVOICE

HALFF
ENGINEERS ARCHITECTS SCIENTISTS PLANNERS SURVEYORS

REMITTANCE ADDRESS
Halff Associates, Inc
P.O. Box 678316
Dallas, TX 75267
www.halff.com

HIDALGO COUNTY DRAINAGE DISTRICT #1
902 N. DOOLITTLE
EDINBURG, TX 78542

Attention: Mr. Raul Sesin

Invoice Date : 04/21/2017
Invoice # : M224633
Project : 31392
Invoice Group : 02
Client Code : HIDALG

Project Name : HCDD#1\Former Firing Range Berm

For Professional Services Rendered through: 4/2/2017
Re: Engineering Services \ Subsurface Investigation
Rifle\Handgun Firing Range Project
TCEQ TRRP Applicability Evaluation & Environmental Remediation
Edinburg, TX
Purchase Order#: 629455

** Please contact Maribel Martinez at (956-664-0286)
with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	Current Amount	Total Fee Earned	Budget Remaining
WA02 -- TCEQ TRRP Applicability& Remediatio	151,788.00	137,969.55	5,992.50	143,962.05	7,825.95
Totals:	**151,788.00**	**137,969.55**	**5,992.50**	**143,962.05**	**7,825.95**

Project Fee:	151,788.00
Prior Billings:	137,969.55
Total Available:	13,818.45

Total this Invoice	5,992.50
Amount Due this Invoice	**5,992.50**

04/25/17

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :R026872

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

BILLING DATE :
2/22/2017

PROJECT :
AMD1606900
El Obisbado Subdivision Street

CLIENT :
A11371 Hidalgo County Drainage District #1

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
MAR 2 9 2017
4:00 AM / PM
BY:

RABA KISTNER

Jorge A. Gonzalez
Hidalgo County Drainage District #1
902 North Doolittle Road
Edinburg, TX 78542

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

CONSULTING SERVICES

INVOICE SUMMARY INFORMATION

Improvements Project - N. Weslaco, Hidalgo County, Texas
Project Administration 10% - RKCI Proposal No. PMD16-085-00
RETMC

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 2/21/2017

SERVICE DATE	01/23/2017	278.75
SERVICE DATE	01/25/2017	637.00
SERVICE DATE	01/26/2017	1,887.13
SERVICE DATE	01/27/2017	751.75
SERVICE DATE	02/02/2017	244.75
SERVICE DATE	02/03/2017	203.75
SERVICE DATE	02/06/2017	366.50
SERVICE DATE	02/08/2017	224.25
SERVICE DATE	02/09/2017	183.25
SERVICE DATE	02/13/2017	203.75
SERVICE DATE	02/15/2017	439.38
SERVICE DATE	02/16/2017	183.25
SERVICE DATE	02/21/2017	560.35

AMOUNT DUE THIS INVOICE ** 6,163.86

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :R026931

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

BILLING DATE :
3/29/2017

PROJECT :
AMD1606900
El Obispado Subdivision Street

CLIENT :
A11371 Hidalgo County Drainage District #1

RABA KISTNER

Jorge A. Gonzalez
Hidalgo County Drainage District #1
902 North Doolittle Road
Edinburg, TX 78542

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

CONSULTING SERVICES

INVOICE SUMMARY INFORMATION

Improvements Project - N. Weslaco, Hidalgo County, Texas
Project Administration 10% - RKCI Proposal No. PMD16-085-00
RETMC

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 3/18/2017

SERVICE DATE	02/23/2017	142.25
SERVICE DATE	02/24/2017	707.00
SERVICE DATE	02/25/2017	1,259.00
SERVICE DATE	02/27/2017	1,969.38
SERVICE DATE	02/28/2017	983.00
SERVICE DATE	03/01/2017	3,598.38
SERVICE DATE	03/02/2017	1,305.50
SERVICE DATE	03/18/2017	996.45

AMOUNT DUE THIS INVOICE ** 10,960.96

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: JORGE L PEREZ
CLIENT PHONE: 956-292-7080

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$ 10,960.96
Total of Previous Invoices - Currently Unpaid	7,917.13
Total Due And Payable	$ 18,878.09

AI -59640 **10.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Lora Briones

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds
Budget 365-Rural Drainage Development
Invoice No. 619302-0417 in the amount of $1,937.00 from Millenium Engineers Group, Inc. pertaining to WA#1-Construction Material Testing Services for the Kenyon Rd & Mile 17 Area Drainage.
Project Engineer: Noe Saldivar, P.E.-Hidalgo County Drainage District No. 1
PO#631461
Account: 17-133-433-365-43340-040-011

BACKGROUND

Fiscal Impact

Attachments

MEG Inv#619302-0417

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Claudette Guerrero Started On: 04/28/2017 01:52 PM

Final Approval Date: 04/28/2017

Hidalgo County Drainage District No. 1

902 North Doolittle Road, Edinburg, TX 78542 Office: 956-292-7080

Invoice Processing Routing Slip

Invoice/ Backup

Date Received: 4/5/2017

Engineer/Firm Name: Millennium Engineers Group Inc

Project Name/Number: Kenyon Rd & Mile 17.5 CMT Srvs

Invoice No.: 619302-0417

Invoice Date: 3/31/2017

Due Date: 5/5/2017

Purchase Order No.: 631461

Amount: $1,937.00

Total # of Pages Submitted: 19

Attachments: ☐ CD ☐ USB ☐ Plans Other: _____

Engineering: ☑ **Construction:** ☐

Received By: Maria Perez

Forwarded to:

Nora D. Cavazos _____ **Date:** _____

Esther Layton _____ **Date:** _____

Claudette Guerrero _____ **Date:** _____

Jose N. Saldivar _____ **Date:** _____

Lora Briones _____ **Date:** _____

Additional Comments: Re: Contract No. C-HCDD1-16-045A-11-22

THIS ROUTING SLIP MUST BE KEPT WITH ORIGINAL INVOICE

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1
APR 05 2017
8:45 AM PM
BY: MP

Invoice

Date	Invoice #
3/31/2017	619302-0417

Millennium Engineers Group Inc
PO Box 4569, Edinburg, Texas
78540-4569

Bill To
Hidalgo County Drainage District No. 1 902 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	MEG Project
Due on receipt	3/31/2017	Kenyon Rd & Mile 17 1/2 Drainage Improv

Description	Qty	Rate	Amount
Report No. 01-16-19302-8-1			
Soils Engr. Technician (hourly)	3	50.00	150.00
Moisture Density Relationship-Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Gradation (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Report No. 01-16-19302-9-1			
Soils Engr. Technician (hourly)	2.5	50.00	125.00
Nuclear Density Test - Soils (each)	2	28.00	56.00
Vehicle Trip Charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Report No. 01-16-19302-10-1			
Soils Engr. Technician (hourly)	2.5	50.00	125.00
Vehicle Trip Charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75

Innovative. Experienced. Professional.

Total

Payments/Credits

Balance Due

Phone #	Fax #
9567028500	(956) 702-4180

Invoice

Date	Invoice #
3/31/2017	619302-0417

Millennium Engineers Group Inc
PO Box 4569, Edinburg, Texas
78540-4569

Bill To
Hidalgo County Drainage District No. 1 902 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	MEG Project
Due on receipt	3/31/2017	Kenyon Rd & Mile 17 1/2 Drainage Improv

Description	Qty	Rate	Amount
Clerical (hourly)	1	50.00	50.00
Report No. 01-16-19302-11-1			
Soils Engr. Technician (hourly)	2.5	50.00	125.00
Nuclear Density Test - Soils (each)	2	28.00	56.00
Vehicle Trip Charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00

Innovative. Experienced. Professional.

Total	$1,937.00
Payments/Credits	$0.00
Balance Due	$1,937.00

Phone #	Fax #
9567028500	(956) 702-4180

Make all checks payable to Millennium Engineers Group, Inc.
Any questions regarding this invoice please contact our Accounts Receivables Department at (956) 702-8500

NUCLEAR MOISTURE DENSITY FIELD REPORT

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Project Name: Kenyon Rd and Mile 17 1/2 Area Drainage Improvements
Client: Hidalgo County Drainage District No. 1

MEG Report Number: 01-16-19302-6-1
Service Date: February 17, 2017
Reported Date: February 23, 2017

GENERAL INFORMATION

Area Tested:	Crossings
Material Description:	Brown Sandy Clay
Required % of Proctor:	95 Percent
Required Moisture Range:	-2 to +2
Required Depth:	12 Inches

MOISTURE DENSITY RELATIONSHIP

Soil I.D.:	N/A
Material Type:	Backfill
Optimum Dry Density(pcf):	111.0
Optimum Moisture(%):	16.6

FIELD DENSITY TEST DATA (ASTM D 6938)

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	Mile 17 1/2 & Kenyon Rd 18' Irrigation Line Crossing @ STA 34+50	18.1 % Pass	106.2 pcf	95.7 % Pass	12 (In.)

Comment: Field testing done in general accordance with ASTM D 6938.

MILLENNIUM ENGINEERS GROUP, INC.
TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

Sergio Tovar (stovar@megengineers.com)

From: Jose Alvarez <jose.alvarez1@hcdd1.org>
Sent: Friday, February 17, 2017 12:33 PM
To: Sergio Tovar
Cc: Raul Sesin; Eliza Yzaguirre; Noe Saldivar; Jorge Gonzalez; Humberto Palma; Humberto Palma; rpalma@megengineers.com; Ben Garza
Subject: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Good Afternoon Sergio,

Please see Testing Request Below:

Date of Service Requested: 02-17-17 Friday

Project Name/Location: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Time of Needed Services: 02:00 pm & 4:00

Type of Service Requested: Compaction Densities for 18" Irrigation Line Trench Backfill Crossing @ Mile 17 Crossing

-
-
-
-

Note: Testing Time had already been coordinated with S.Tovar

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

MEG ENGINEERS
Millennium Engineers Group
Consultants - Geotechnical - Testing

REQUEST FOR SERVICES (CMT)

Date of Requested Services: 02-17-17 Time: 2:00 AM (PM)

Project Name/Location: KENYON RD & MILE 17 AREA DRAINAGE

Services Requested: COMPACTION DENSITIES

Comments: MILE 17 CROSSING, FOR 18" IRRIGATION LINE

Signature of Owner's Authorized Representative:

Printed Name of Representative: JESSE ALVAREZ

FLEXIBLE BASE MATERIAL LABORATORY TESTING REPORT

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

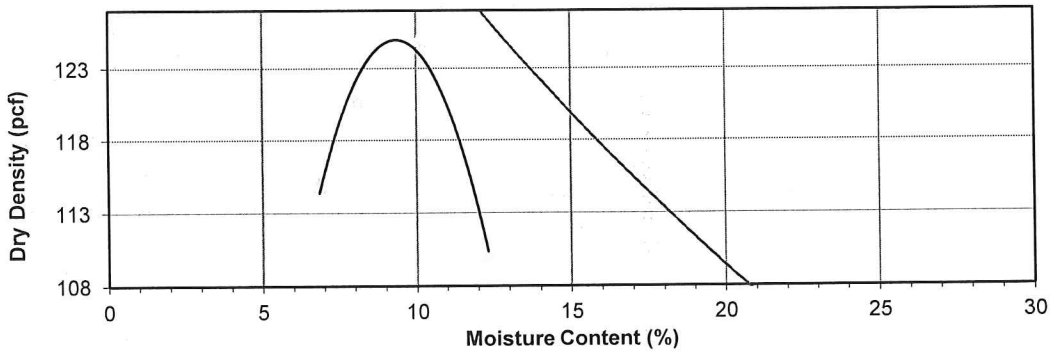
Project Name: Kenyon Rd and Mile 17 1/2 Area Drainage Improvements
Client: Hidalgo County Drainage District No. 1

MEG Report Number: 01-16-19302-8-1
Service Date: February 17, 2017
Reported Date: February 22, 2017

GENERAL INFORMATION

Material Type: Flexible Base
Soil I.D.: N/A
Material Description: Reddish Caliche
Sample Location: On-site sample from Stockpile at Site

MOISTURE DENSITY RELATIONSHIP (ASTM D698)



Maximum Dry Density
125.0 pcf

Optimum Moisture
9.4 %

PARTICLE SIZE ANALYSIS (TEX-110-E)

Sieve Size	Individual Percent Retained, %	Cummulative Percent Retained, %	Spec. Limits Lower	Upper
2 1/2"	0.0	0.0	N/A	N/A
2"	0.0	0.0	N/A	N/A
1 3/4"	0.0	0.0	N/A	N/A
			N/A	N/A
1/2"	22.2	22.2	N/A	N/A
			N/A	N/A
No. 4	20.1	42.4	N/A	N/A
No.40	24.1	66.4	N/A	N/A

*Specification limits on cummulative percent retained.

TEXAS WET-BALL MILL (TEX-116-E)

Texas Ball-Mill Value
39 Spec. Max. N/A

5 Spec. Max. N/A

PLASTICITY INDEX (TEX-106-E)

LL: **27** LL Spec.: N/A
PL: **20** PL Spec.: N/A
PI: **7** PI Spec.: N/A

MILLENNIUM ENGINEERS GROUP, INC.
TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

Sergio Tovar (stovar@megengineers.com)

From:	Jose Alvarez <jose.alvarez1@hcdd1.org>
Sent:	Friday, February 17, 2017 4:13 PM
To:	Sergio Tovar
Cc:	Raul Sesin; Eliza Yzaguirre; Noe Saldivar; Jorge Gonzalez; Humberto Palma; Humberto Palma; rpalma@megengineers.com; Ben Garza
Subject:	Re: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Good Afternoon Sergio,
Please Add Caliche Proctor Sample Pick-up
To Services at Project Site for this Afternoon.

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

On Feb 17, 2017, at 12:33 PM, Jose Alvarez <jose.alvarez1@hcdd1.org> wrote:

> Good Afternoon Sergio,
>
> Please see Testing Request Below:
>
> Date of Service Requested: 02-17-17 Friday

MEG ENGINEERS
Millennium Enlightened Group
Consultants - Geotechnical - Testing

REQUEST FOR SERVICES (CMT)

Date of Requested Services: 02-17-17 Time: 2:00 AM / (PM)

Project Name/Location: KENYON RD & MILE 17 AREA DRAINAGE

Services Requested: COMPACTION DENSITIES

Comments: MILE 17 CROSSING, FOR 18" IRRIGATION LINE

Signature of Owner's Authorized Representative:

Printed Name of Representative: JESSE ALVAREZ

MEC ENGINEERS
Consultants - Geotechnical - Testing

REQUEST FOR SERVICES (CMT)

Date of Requested Services: 02-17-17 Time: 4:00 AM (PM)

Project Name/Location: KENYON RD. & MILE 17 ROAD AREA DRAINAGE IMPROVEMENTS

Services Requested: 1) COMPACTION TRENCH BACKFILL DENSITIES

2) CALICHE PROCTOR PICK-UP @ PROJECT SITE

Comments:

Signature of Owner's Authorized Representative:

Printed Name of Representative: JESSE ALVAREZ

NUCLEAR MOISTURE DENSITY FIELD REPORT

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Project Name: Kenyon Rd and Mile 17 1/2 Area Drainage Improvements
Client: Hidalgo County Drainage District No. 1

MEG Report Number: 01-16-19302-9-1
Service Date: March 2, 2017
Reported Date: March 3, 2017

GENERAL INFORMATION

Area Tested:	Street Crossings
Material Description:	Brown Sandy Clay
Required % of Proctor:	95 Percent
Required Moisture Range:	-2 to +3
Required Depth:	12 Inches

MOISTURE DENSITY RELATIONSHIP

Soil I.D.:	N/A
Material Type:	Backfill
Optimum Dry Density(pcf):	111.0
Optimum Moisture(%):	16.6
Lift Tested:	1st lift

FIELD DENSITY TEST DATA (ASTM D 6938)

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	Mile 17, Utility Line Crossing STA 54+48	17.6 % Pass	105.5 pcf	95.0 % Pass	12 (In.)
2	Mile 17, Utility Line CrossingSTA 54+63	18.4 % Pass	105.6 pcf	95.1 % Pass	12 (In.)

Comment: Field testing done in general accordance with ASTM D 6938.

MILLENNIUM ENGINEERS GROUP, INC.
TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

Sergio Tovar (stovar@megengineers.com)

From:	Jose Alvarez <jose.alvarez1@hcdd1.org>
Sent:	Thursday, March 2, 2017 12:29 PM
To:	Sergio Tovar
Cc:	Raul Sesin; Eliza Yzaguirre; Noe Saldivar; Jorge Gonzalez; Humberto Palma; Humberto Palma; Ben Garza
Subject:	Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Good Afternoon Sergio,

Please see Testing Request Below:

Date of Service Requested: 03-02-17 Thursday

Project Name/Location: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Time of Needed Services: 02:30 PM

Type of Service Requested: Compaction Densities for 48" RCP Drainage Line Trench Backfill Crossing @ Mile 17 Crossing

Note: Testing Time had already been coordinated with S.Tovar

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

NUCLEAR MOISTURE DENSITY FIELD REPORT

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Project Name: Kenyon Rd and Mile 17 1/2 Area Drainage Improvements
Client: Hidalgo County Drainage District No. 1

MEG Report Number: 01-16-19302-10-1
Service Date: March 2, 2017
Reported Date: March 3, 2017

GENERAL INFORMATION

Area Tested:	Street Crossings
Material Description:	Brown Sandy Clay
Required % of Proctor:	95 Percent
Required Moisture Range:	-2 to +3
Required Depth:	12 Inches

MOISTURE DENSITY RELATIONSHIP

Soil I.D.:	N/A
Material Type:	Backfill
Optimum Dry Density(pcf):	111.0
Optimum Moisture(%):	16.6
Lift Tested:	3rd lift

FIELD DENSITY TEST DATA (ASTM D 6938)

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	Mile 17, Utility Line Crossing STA 54+48	16.2 % Pass	102.6 pcf	92.4 % Fail	12 (In.)
2	(Re-test) Mile 17, Utility Line Crossing STA 54+48	17.0 % Pass	101.2 pcf	91.2 % Fail	12 (In.)

Comments: Field testing done in general accordance with ASTM D 6938.
Test No. 2 is a re-test of Test No. 1 of Report No. 01-16-19302-10-1.
Re-testing will be required.

MILLENNIUM ENGINEERS GROUP, INC.
TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

Sergio Tovar (stovar@megengineers.com)

From:	Jose Alvarez <jose.alvarez1@hcdd1.org>
Sent:	Thursday, March 2, 2017 3:08 PM
To:	Sergio Tovar
Cc:	Raul Sesin; Eliza Yzaguirre; Noe Saldivar; Jorge Gonzalez; Humberto Palma; Humberto Palma; Ben Garza
Subject:	Re: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Good Afternoon Sergio,

Please Add 4:00 PM (Today), To Testing Time On Previous Testing Request below.

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

On Mar 2, 2017, at 12:28 PM, Jose Alvarez <jose.alvarez1@hcdd1.org> wrote:

> Good Afternoon Sergio,
>
> Please see Testing Request Below:
>
> Date of Service Requested: 03-02-17 Thursday

Project Name/Location: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Time of Needed Services: 02:30 PM

Type of Service Requested: Compaction Densities for 48" RCP Drainage Line Trench Backfill Crossing @ Mile 17 Crossing

Note: Testing Time had already been coordinated with S.Tovar

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

NUCLEAR MOISTURE DENSITY FIELD REPORT

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Project Name: Kenyon Rd and Mile 17 1/2 Area Drainage Improvements
Client: Hidalgo County Drainage District No. 1

MEG Report Number: 01-16-19302-11-1
Service Date: March 2, 2017
Reported Date: March 3, 2017

GENERAL INFORMATION

Area Tested:	Street Crossings
Material Description:	Brown Sandy Clay
Required % of Proctor:	95 Percent
Required Moisture Range:	-2 to +2
Required Depth:	12 Inches

MOISTURE DENSITY RELATIONSHIP

Soil I.D.:	N/A
Material Type:	Backfill
Optimum Dry Density(pcf):	111.0
Optimum Moisture(%):	16.6
Lift Tested:	3rd lift

FIELD DENSITY TEST DATA (ASTM D 6938)

Test Number	Test Location	Moisture Content	Dry Density	Percent Compaction	Depth Tested
1	(Re-test) Mile 17,Utility Line Crossing STA 54+48	15.2 % Pass	107.1 pcf	96.5 % Pass	12 (In.)
2	Mile 17 Crossing STA 54+63	14.9 % Pass	105.6 pcf	95.1 % Pass	12 (In.)

Comments: Field testing done in general accordance with ASTM D 6938.
Test No. 1 is a re-test of Test No. 1 of Report No. 01-16-19302-10-1.

MILLENNIUM ENGINEERS GROUP, INC.
TBPE FIRM No. F-3913

Raul Palma, Senior Materials Engineer

Sergio Tovar (stovar@megengineers.com)

From:	Jose Alvarez <jose.alvarez1@hcdd1.org>
Sent:	Thursday, March 2, 2017 3:08 PM
To:	Sergio Tovar
Cc:	Raul Sesin; Eliza Yzaguirre; Noe Saldivar; Jorge Gonzalez; Humberto Palma; Humberto Palma; Ben Garza
Subject:	Re: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Good Afternoon Sergio,

Please Add 4:00 PM (Today), To Testing Time On Previous Testing Request below.

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

On Mar 2, 2017, at 12:28 PM, Jose Alvarez <jose.alvarez1@hcdd1.org> wrote:

> Good Afternoon Sergio,
>
> Please see Testing Request Below:
>
> Date of Service Requested: 03-02-17 Thursday

Project Name/Location: Hidalgo County Drainage District No. 1 Kenyon Road and Mile 17 Area Drainage Improvements

Time of Needed Services: 02:00 pm & 4:00

Type of Service Requested: Compaction Densities for 18" Irrigation Line Trench Backfill Crossing @ Mile 17 Crossing

-
-
-
-
Note: Testing Time had already been coordinated with S.Tovar

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Drainage District No. 1
Engineering Projects Office
902 N. Doolittle Road
Edinburg , Texas 78542
Phone: (956) 292-7000 ext. 2029
Mobile: (956) 929-0037
Jose.alvarez1@hcdd1.org

Sent from my iPhone

AI -59593 **11.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to exercise the District's sole option to renew/extend for one (1) additional year the contract for "Sand and Bedding Material" with Upper Valley Materials, LLC, under the same, rates, terms, and conditions as stated in contract number C-HCDD1-021-05-25 with extension effective dates of May 25, 2017 through May 24, 2018. Subject to compliance with HB1295.

BACKGROUND

Contract Extension 1 of 1 -NO FURTHER EXTENSIONS.

Fiscal Impact

Attachments

C-HCDD1-16-021-05-25 -Upper Valley Mat -Sand and Bedding Material Extension Letter

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Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Moises Salazar Started On: 04/27/2017 11:26 AM

Final Approval Date: 04/28/2017

REQUIREMENTS AGREEMENT

C-HCDD1-16-021-05-25

THIS AGREEMENT (the "Agreement") is entered into effective as of May 25, 2016 by and between Upper Valley Materials, LLC, a Texas Corporation ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Sand and Bedding Material"** (the "Product"), as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB");

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year, with the Buyer's sole option to extend/renew for an additional one (1) year term under the same rates, terms, and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on May 25, 2016 and expire on May 24, 2017 and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the

invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions:

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County Drainage District No.1
Attention: Manager

902 N. Doolittle
Edinburg, TX. 78542

If to Seller: Upper Valley Materials, LLC
Attn: Steve Boyd, Sales
3609 Palma Vista Dr.
Palmview, TX 78572

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and/or services under this Contract naming Buyers as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County Drainage District No. 1 .

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No. 1 or any person associated therewith, as an inducement for the award of a subcontract or order.

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

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

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: Ramon Garcia
Ramon Garcia, Chairman Of the Board

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 5/25/16

SELLER:
COMPANY: Upper Valley Materials, LLC

By: _____

Printed Name : Larry Hinojosa

Title: Sales administrator

Approved by Board of Directors Court on: _____

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

By: _____ Date: 6-17-16

EXHIBIT "A"

Hidalgo County

Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

April 25, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids-"Sand and Bedding Material"
Bid No.: HCDD1-16-021-05-11

To Whom It May Concern:

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

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

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

Sincerely,
Hidalgo County Drainage District No. 1

Moises Salazar, Procurement Manager

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

Hidalgo County Drainage District No. 1

"Sand and Bedding Material"

RFB No: HCDD1-16-021-05-11

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

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

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Sand and Bedding Material"

RFB No. HCDD1-16-021-05-11

BID OPENING DATE:
MAY 11, 2016

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- "Sand and Bedding Material"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 ("District"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB NO.: HCDD1-16-021-05-11- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "Sand and Bedding Material"** 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, MAY 11, 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.: HCDD1-16-021-05-11 "Sand and Bedding Material"**

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

- Contract person for Billing and Payment questions:

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

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**May 11, 2016**
Award of Contract	**, 2016**
Commence Work or Deliver Products	**, 2016**

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

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

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

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

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

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

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the District, or for any elected official, department head or employee or former elected official, department head or employee of the District, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the District.

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

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

20. DISCLOSURE OF CONFLICT OF INTEREST

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

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

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

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

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District before the District may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. (i.e. HCDD1-16-021-05-11) 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 noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Sand and Bedding Material"
BID NO.: HCDD1-16-021-05-11

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"SAND AND BEDDING MATERIAL"
BID NO.: HCDD1-16-021-05-11

PROJECT OVERVIEW:

Hidalgo County Drainage District No. 1 is seeking to enter into a contract for the purchase of sand and bedding material with qualified participates. Sealed Bids will be received for the following **" Sand and Bedding Material".**

It is intended that the amount of **"Sand and Bedding Material"** purchased, will be on an **"as needed basis"** by Hidalgo County Drainage District No. 1. It shall be agreed & understood that Hidalgo County Drainage District No. 1 will purchase no more supplies/material than is needed.

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of drainage structures and or other related applications.

- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide

- **Coarse Aggregate**: Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.

- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
  - At most 0.25% by weight of clay lumps,
  - At most 1.0% by weight of shale, and
  - At most 5.0% by weight of laminated and friable particles.

- Wear must not be more than 40% when tested in accordance with Tex-410-A.

- Provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0%. In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
Coarse Aggregate Gradation Chart

Percent Passing On Each Sieve										
Aggregate Grade No.	Normal Size	2 ½"- 3"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2	1-1/2 "		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4	1"			100	95-100		25-60		0-10	0-5
5	3/4"				100	90-100		20-55	0-10	0-5
6	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

SAND SPECIFICATIONS:

- **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural or manufactured sand or a combination thereof with or without mineral filler. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.

- Provide fine aggregate that does not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A.

- Provide fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.

- Blending the fine aggregate to meet the acid insoluble residue requirement is acceptable. When blending, use the following equation:

  Acid Insoluble (%) = $\{(A1)(P1)+(A2)(P2)\}/100$ where:
  - $A1$ = acid insoluble (%) of aggregate 1
  - $A2$ = acid insoluble (%) of aggregate 2
  - $P1$ = percent by weight of $A1$ of the fine aggregate blend
  - $P2$ = percent by weight of $A2$ of the fine aggregate blend.

- Provide fine aggregate or combinations of aggregates, including mineral filler, conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A.

Table 4
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-65
No. 50	10-35
No. 100	0-10
No. 200	0-3

- Provide fine aggregate with a sand equivalent of at least 80 in accordance with Tex-203-F.

FILL SAND:

Provide Fill Sand, to be used in a variety of applications and/or for the use of filling sand bags as a deterrent for water damage (i.e.due to possible flooding etc.).

REQUIREMENTS

1. Testing may be performed at the request of Hidalgo County Drainage District No. 1 anytime during the length of the contract through an independent testing laboratory.

2. When requested, samples shall be furnished free of expense to Hidalgo County Drainage District No. 1.

3. **Location:** Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. **BID PRICE SHALL BE PER TON**

5. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

6. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

TERMS AND CONDITIONS:

1. The contract will be in effect for a period of (1) one year from bid award date with Hidalgo County Drainage District No. 1's option to extend for an additional (1) one year term under the same rates, terms and conditions

2. Hidalgo County Drainage District No. 1 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

4. Hidalgo County Drainage District No. 1 reserves the right to award on an "all or none basis".

5. One or more bidder(s) maybe designate as approved vendor(s) for purchases/services for Hidalgo County Drainage District No. 1.

6. Hidalgo County Drainage District No. 1 reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.

7. Hidalgo County Drainage District No. 1 reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County Drainage District No. 1 reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the

difference for any additional cost of such item(s).

9. Hidalgo County Drainage District No. 1 may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County Drainage District No. 1 with a (30) thirty day written notice prior to any cancellation. Hidalgo County Drainage District No. 1 reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County Drainage District No. 1.

12. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

13. Hidalgo County Drainage District No. 1 reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County Drainage District No. 1 reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

14. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Drainage District No. 1 Auditor. Failure to act in this manner may result in termination of this contract.

Market Volatility and Unit Price Adjustments:

Hidalgo County Drainage District No. 1 recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are

not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

ADDITIONAL INFORMATION

Hidalgo County Drainage District No. 1 is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Hidalgo County Drainage District No. 1 to the attention of Moises Salazar, Procurement Manager. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile or e-mail at moises.salazar@hcdd1.org by no later than, Wednesday, May 4, 2016 by 5:00 P.M. Responses will be sent to all applicants by no later than, 5:00 P.M., Friday, May 6, 2016.

EXHIBIT "B"
Hidalgo County Drainage District No. 1
"Sand and Bedding Material"
RFB No. HCDD1-16-021-05-11

BID PAGE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 -Bedding Material		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	$_____
2	1-1/2 "	$_____
3	1-1/2"	$_____
4	1"	$_____
5	3/4"	$_____
6	1/2"	$_____
7	3/8"	$_____
8	3/8"	$_____
Other	2 ½" – 3 ½ "	$_____
Tunnel Rock	1 1/2" – 2 1/2"	$_____
Oversized Rock	3" - 6"	$_____
Pit Name & Location(s):		

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	
Fine Aggregate Sand	**Fill Sand**
Price per Ton $ _____	**Price per Ton $ _____**
Pit Name & Location(s):	

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

EXHIBIT "C"

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

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

SAMPLE

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. 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 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"

CONFLICT OF INTEREST QUESTIONNAIRE

(CIQ Form)

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"

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

(CIS Form)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

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

6. Affidavit. Signature of local government officer.

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

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "TITLE (PROJECT DESCRIPTION"
PROJECT NO.:

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):

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

_____ L.L.C. _____ Other, Specify_____

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

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

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

_____ Distributor _____ Service Organization _____ Other, Specify _____

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

_____

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

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

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

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom: ☐ State General Services Commission ☐ Other

Indicate Certification No(s)._____ Or Are Certificate(s) Attached: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $ _____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

REQUIREMENTS AGREEMENT

C-HCDD1-16-021-00-00

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

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Sand and Bedding Material"** (the "Product"), as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one(1) year and;

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year, with the Buyer's sole option to extend/renew for an additional one (1) year term under the same rates, terms, and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____ and expire on _____ and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

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

4. General Provisions:

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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If to Buyer: Hidalgo County Drainage District No.1
Attention: Manager
902 N. Doolittle
Edinburg, TX. 78542

If to Seller: _____
_____
_____
_____

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

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m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and/or services under this Contract naming Buyers as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County Drainage District No. 1 .

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No. 1 or any person associated therewith, as an inducement for the award of a subcontract or order.

DRAFT

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

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

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By:_____
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY:_____

By:_____

Printed Name :_____

Title:_____

Approved by Board of Directors Court on:_____

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

By:_____ Date:_____

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services 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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS
"Sand and Bedding Material"
RFB No.: HCDD1-16-021-05-11

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

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

_____ Page 8 of Legal Notice

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

_____ Exhibit "D-1" CIQ Form- Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, One (1) Copy containing a complete response.

EXHIBIT "B"

EXHIBIT "B"
Hidalgo County Drainage District No. 1
"Sand and Bedding Material"
RFB No. HCDD1-16-021-05-11

BID PAGE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 -Bedding Material		
Aggregate Grade No.	**Normal Size**	**$ (per ton)**
1	2"	$ NO Bid
2	1-1/2 "	$ NO Bid
3	1-1/2"	$ 17.25
4	1"	$ 17.25
5	3/4"	$ 16.50
6	1/2"	$ 16.50
7	3/8"	$ NO Bid.
8	3/8"	$ 16.50
Other	2 ½" – 3 ½ "	$ NO Bid.
Tunnel Rock	1 1/2" – 2 1/2"	$ 16.00
Oversized Rock	3" - 6"	$ 15.00

Pit Name & Location(s):

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	
Fine Aggregate Sand	**Fill Sand**
Price per Ton $ NO Bid.	Price per Ton $ #4.00
Pit Name & Location(s):	Penitas Tom Gill 2 3 mile

BIDDER/COMPANY NAME: Upper Valley Materials LLC
ADDRESS: 3609 Palma Vista Drive
CITY/STATE/ZIP CODE: Palmview, TX 78572.
PHONE & FAX NO.'S: 956-436-0600 / 956-583-2086
CELL PHONE: 956-369-5259
AUTHORIZED SIGNATURE: Steve Boyd
PRINTED NAME: Steve Boyd
TITLE: Sales
EMAIL: sboyd@upvtexas.com.

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2016

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

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

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Consuelo Cavazos, CISR PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED Upper Valley Materials, LLC 3609 W Palma Vista Dr Palmview TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company INSURER B : National Liability & Fire Ins INSURER C : RSUI Indemnity Co INSURER D : Texas Mutual Ins. Co INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 2016-2017 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			Y-630-6F746562-PHX-16	2/22/2016	2/22/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			73TRS060979	2/22/2016	2/22/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NHA074824	2/22/2016	2/22/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001205712	10/27/2015	10/27/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Supply of Sand & Bedding Material RFB# HCDD1-16-021-05-11

CERTIFICATE HOLDER

Hidalgo County Drainage District 1
902 N Doolittle Rd
Edinburg, TX 78542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO

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00031	A	2002	Mack	CX613 T/A	1M1AE07Y72W012941
00032	A	1994	Utility Trailer		1UYF52481RA152703
00033	A	1994	Utility Trailer		1UFS2489RA152707
00034	A	2001	Internationa l	4,000 Gal	2HSCEAHRX1C020829
00035	A	1980	Transcraft	Trailer	TC14923
00036	A	1991	Dorsey	Trailer	1DTP16W28MP029595
00037	A	1980	Transcraft	Lowboy	TC14575
00038	A	1979	Transcraft	Lowboy	TC12951
00039	A	1993	Ramco		8760
00040	A	1992	Ramco		8505
00041	A	1998	Vantage	Tank	4EPPA4126WBBA2179
00042	A	1973	Freuhauf	Lowboy	FWR406205
00043	A	1990	Fruehauf		1H4B04222LL029001
00044	A	1984	Heil	Pneumatic	1HLS1M7B2E7T00208
00045	A	2006	Mack	Truck Tractor	1M2AL02Y46M003768
00046	A	2006	Clement	End Dump	5C2BB38BX6M005204
00047	A	2010	Mack	CXU613	1M1AW02Y5AN010579
00048	A	2006	Mack	Truck Tractor	1M2AL02Y66M003769

321 Second Street/ P O Box 625, Mercedes, TX 78570 Phone (956) 565-2481 Fax (956) 565-2733

McAFEE AGENCY INSURANCE
Since 1935

00049	A	2010	Mack	CXU613	1M1AW02Y9AN010584
00050	A	2010	Mack	CXU613	1M1AW02Y0AN010585
00051	A	2006	Mack	Truck Tractor	1M2AL02Y26M003770
00052	A	2010	Vantage	Pneumatic Trailer	4E7PA4222BABA2775
00053	A	2006	Mack	Truck Tractor	1M2AL02Y46M003771
00054	A	2006	Mack	Truck Tractor	1M2AL02Y66M003772
00055	A	2001	Mack	600	1M1AA12Y11W141443
00056	A	2006	Haul	Flatbed	5JYLB35296P061934
00057	A	2006	Mack	Truck Tractor	1M2AL02Y86M003773
00058	A	2011	Vantage	Trailer	4E7PA4224BABA2776
00059	A	2006	Clement	End Dump	5C2BB38B16M005205
00060	A	2011	Vantage	Trailer	4E7PA4226BABA2777
00061	A	2006	Clement	End Dump	5C2BB38B76M005290
00062	A	2006	Clement	End Dump	5C2BB38B96M005291
00063	A	2009	Mack	GU813	1M1AX16Y59M009477
00064	A	2006	Clement	End Dump	5C2BB38B06M005292
00065	A	2009	Mack	GU813	1M1AX16Y79M009478
00066	A	2006	Vantage	Bulk	4E7PA42276PBA1110
00067	A	2006	Vantage	Bulk	4E7PA42226PBA1113

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McAFEE AGENCY INSURANCE
Since 1935

00068	A	2009	Mack	GU813	1M1AX16Y99M009479
00069	A	2009	Mack	GU813	1M1AX16Y59M009480
00070	A	1978	Load	Lowboy	CJ781607
00071	A	1980	Fruehauf	FB	0MT010814
00072	A	2011	Clement	Starlite	5C2BB38B3BM007225
00073	A	2011	Clement	Starlite	5C2BB38B9BM007228
00074	U	1993	Ramco		1R9BSE502TL008761
00075	A	2011	Clement	Starlite	5C2BB38B8BM007348
00076	A	2011	Clement	Starlite	5C2BB38B0BM007229
00077	A	1987	Transcraft	45' Spreadaxle Flatbed	1TTF45202H1028658
00078	A	1979	Great Dane	45' T/A Flatbed	M22567
00079	A	2007	CTS	Bottom Dump Trailer	5TU1140267S000344
00080	A	2007	CTS	Bottom Dump Trailer	5TU1140227S000339
00081	A	2007	CTS	Bottom Dump Trailer	5TU1140207S000338
00082	A	2007	CTS	Bottom Dump Trailer	5TU11402X7S000377
00083	A	2007	CTS	Bottom Dump Trailer	5TU1140217S000378
00084	A	1998	Freightliner		1FUYDPYBXWL837246
00085	A	1997	Mack	Dump Truck	1M1AA12Y3VW079873
00086	A	2008	Mack	GU813	1M1AX16Y08M001382

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McAFEE AGENCY INSURANCE
Since 1935

00087	A	2008	Mack	GU713	1M1AX09Y38M002466
00088	A	2008	Mack	GU713	1M1AX09Y58M002467
00089	A	2007	Mack	CXN613	1M1AK06Y37N020543
00090	A	2008	Mack	GU713	1M2AX07Y78M003490
00091	U	2008	Ford	F250	1FTSW21RX8EA91079
00092	U	2008	Toyota	Pick Up	3TMKU72N28M015378
00093	U	1999	Chevrolet	C-15 Fleets	1GCEC14W4YF124658
00094	U	2000	Chevrolet	1500 Fleets	2GCEK19T4Y1192526
00095	U	2005	Ford	F150	1FTRF12215NA02036
00096	U	2007	Mercedes	Benz S550	WDDNG71X77A028734
00097	U	2005	Ford	F150	1FTRF12235NA52548
00098	U	1999	Ford	F550	1FDAF56S9XED93966
00099	U	2004	Chevy	Van	1GCGG25UX41246488
00100	U	2004	Chevy	Van	1GCGG25UX41166527
00101	U	1994	Chevy		1GBP7H1J5RJ102860
00102	U	1999	Chevrolet	suburban	3GNFK16R7XG189727
00103	U	2012	Chevrolet	Silverado	3GCPCSE09CG131793
00104	U	2013	Chevy	Silverado	3GCPCPEA5DG121477
00105	U	2013	Chevy	Silverado	1GCNCPEA4CZ350528

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00106	A	1982	Fontaine	Trailer	1A11422CBC1536177
00107	A	2007	Dodge	Ram	3D7ML46D27G812860
00108	A	1990	Mack	Dump Truck	1M2AA06Y9LW005046
00109	U	1999	Ford		1FDWF36L8XEE75903
00110	A	2012	Peterbilt	367	1XPTD49X9CD144084
00111	A	2012	Peterbilt	367	1XPTD49X0CD144085
00112	A	2012	Peterbilt	367	1XPTD49X2CD144086
00113	A	2012	Peterbilt	367	1XPTD49X8CD144089
00114	A	2012	Peterbilt	367	1XPTD49X4CD144090
00115	U	1998	Internationa l	Harvester	1HTSCABN1WH526021
00116	R	2014	Chevrolet	Silverado 1500	3GCPCREC9FG389561
00117	R	2014	Chevrolet	Silverado 1500	3GCPCREC3EG428919
00118	A	1996	Internationa l	Flatbed	1HTSCAAN3TH263527
00119	A	1997	Ford	Louisville	1FDXN80E0VVA34925
00120	A	1979	Tanker		T41495
00121	A	1979	Tanker		T40807
00122	A	2015	Directrailer	Loadstar Flatbed	5UJFS4821FE002572
00123	A	2015	Directrailer	Loadstar Flatbed	5UJFS4823FE002573
00124	A	2015	Directrailer	Loadstar Flatbed	5UJFS4825FE002574

McAFEE AGENCY INSURANCE
Since 1935

00125	A	2015	Directrailer	Loadstar Flatbed	5UJFS482XFE002571
00126	A	2015	Directrailer	Loadstar Flatbed	5UJFS4828FE002570
00127	A	2015	Directrailer	Loadstar Drop Deck	5UJDS4820FE002568
00128	A	2015	Directrailer	Loadstar Drop Deck	5UJDS4822FE002569
00129	U	1989	BMY	Harsco M930	1044AA019
00130	A	2014	Exa	Pneumatic Tank	3E9J158J2ET034284
00131	A	2014	Exa	Pneumatic Tank	3E9J158J4ET034285
00132	R	2014	Dodge	Ram	3C63RRAL7EG154165
00133	A	2013	Peterbilt	386	1XPHD49X3DD163883
00134	A	2013	Peterbilt	386	1XPHD49X0DD213994
00135	A	2013	Peterbilt	386	1XPHD49X7DD213992
00136	A	2013	Peterbilt	386	1XPHD49X2DD213995
00137	A	2013	Peterbilt	386	1XPHD49X9DD213993
00138	A	1989	Lufkin	Flat Bed	1L01B4526K1082489
00139	A	2015	CTS	End Dump	5TU343727FS000836
00140	A	2015	CTS	End Dump	5TU343729FS000837
00141	A	2015	CTS	End Dump	5TU343720FS000838
00142	A	2015	CTS	End Dump	5TU343729FS000840
00143	A	2015	CTS	End Dump	5TU343720FS000841

McAFEE AGENCY INSURANCE
Since 1935

00144	U	2001	Peterbilt	330	2NPNLD9X51M560792
00145	R	2008	Ford	F250	1FTSX20548ED54730
00146	R	2010	Ford	F150 King Ranch	1FTFW1EV1AKE33903
00147	A	2008	Ford	F150	1FDAF56R88ED21719
00148	U	2004	Mack	CV713 T/A Fuel & Lube	1M2AG11C74M014079
00149	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY9959
00150	A	2016	Freightliner	Cascadia	3AKJGBDV2GDGY9960
00151	A	2016	Freightliner	Cascadia	3AKJGBDV4GDGY9961
00152	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY9962
00153	A	2016	Freightliner	Cascadia	3AKJGBDV8GDGY9963
00154	A	2016	Freightliner	Cascadia	3AKJGBDVXGDGY9964
00155	A	2015	Polar APXS	Aluminum Pneumatic	1PMB14121F5013781
00156	A	2015	Polar APXS	Aluminum Pneumatic	1PMB14128F5013440
00157	A	2015	Polar APXS	Aluminum Pneumatic	1PMB14121F5013778
00158	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY7077
00159	A	2016	Freightliner	Cascadia	3AKJGBDV8GDGY7078
00160	A	2016	Freightliner	Cascadia	3AKJGBDVXGDGY7079
00161	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY7080
00162	A	2016	Freightliner	Cascadia	3AKJGBDVXGSGY4310

McAFEE AGENCY INSURANCE
Since 1935

00163	A	2016	Freightliner	CA113DC	3AKJGBDV3GDHG5486
00164	A	2016	Freightliner	CA113DC	3AKJGBDV5GDGY9967
00165	U	2012	Internationa 1	4300	1HTMMAAM4CH435805
00166	U	2006	Freightliner	M2 100	1FVACWCS96HW72987
00167	R	2013	Ford	F150	1FTEX1CM9DFA94047
00168	A	1999	Fontaine	TA50NGB	4LF4S5033X3507900
00169	P	2014	MAC	GT16SFC	1M9PT2021EB618522
00170	P	2012	Wylie	500 Gallon	5VUTE1327CP000010
00171	U	2001	Freightliner	FL70 1950 Gallon S/A Asphalt	1FVABTBV01DH31604
00172	R	2016	GMC	Sierra	1GTP1MEC8GG141664
00173	R	2016	GMC	Sierra	3GTP1MEC7GG125735
00174	A	2012	Vantage P42	Pneumatic Bulk Trailer	4E7PA4225CABA3145
00175	A	2012	Vantage P42	Pneumatic Bulk Trailer	4E7PA4223CABA3158
00176	A	2012	Vantage P42	Pneumatic Bulk Trailer	4E7PA4225CABA3162

Let me know if you need any additional information

Thank you
Consuelo Cavazos Lorenzana

321 Second Street/ P O Box 625, Mercedes, TX 78570 Phone (956) 565-2481 Fax (956) 565-2733

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 25, 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 -54709 Requesting approval of Work Authorization No. 3 to Pct. 1 - Mile 13 1/2 & FM 1015 area Drainage Improvement Project Agreement with Urban Infrastructure Group, Inc. in the amount of $16,160.00.

7. AI -54730 A. Requesting approval to purchase two (2) John Deere 310SL Backhoe Loaders through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard's awarded vendor, Doggett Machinery Services (Contract #424-13) in the total amount of $ 193,500.00.

   B. Pursuant to the Board's approval to purchase the two (2) John Deere 310SL Backhoe Loaders, requesting to declare surplus with the purpose of trade in: One (1) 2003 JCB 215S Backhoe Loader (Asset # 39861) in the amount of $6,800.00, and One (1) 2008 TEREX TX970B Backhoe Loader (Asset # 1590) in the amount of $9,000.00 including the removal of said assets from inventory upon completion of transaction.

8. AI -54756 Request approval of Budget Amendment from the General Fund in the amount of $193,500 into heavy equipment pursuant to the Board's approval to purchase (2) John Deere 310SL Backhoe Loaders.

9. AI -54698 Recommending bid award and approval of contract to the responsible bidder submitting the lowest and best bid meeting all requirements/specifications for RFB No. HCDD1-16-020-05-11, Pit Run Caliche, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

10. AI -54713 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-019-05-11, Flexible Base Material (Crushed Caliche), subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

11. AI -54717 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-021-05-11, Sand and Bedding Material, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

12. AI -54741 A. Requesting approval of Wireless Customer Agreement from Verizon Wireless through the District's membership with Texas Department of Information Resources Contract No. DIR-TSO-3415 as reviewed and approved as to form by Legal Counsel.

B. Acceptance of proposal from Verizon Wireless through DIR Contract No. DIR-TSO-3415 for a Wireless Voice Calling Services Plan for 75 Push to Talk (PTT) lines (including 75 free wireless devices) in the total amount of $14,391.00 for a period of 12 months.

13. AI -54766 2013 Bond Project - Precinct #1 Rural Drainage Development
Request approval to Payment application #3 to Texas Cordia Construction LLC for Hoehn Road Area Drainage Improvements in the amount of $675.00

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

A. **Real Estate Acquisition**

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

15. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

18. **Adjourn**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-65096

Date Filed:
06/02/2016

Date Acknowledged:
06/07/2016

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

Upper Valley Materials, LLC d/b/a CAPA
Palmvew, TX United States

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

Hidalgo County Drainage District #1

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.

HCDD1-16-021-05-11
Sand and Bedding Material

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. [X]

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

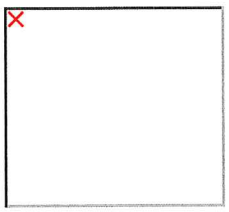
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said LARRY HINOJOSA, this the 2nd day of JUNE, 20 16, to certify which, witness my hand and seal of office.

AZUCENA M. CALLEROS
Notary Public, State of Texas
My Commission Expires
September 2, 2017

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

Notary



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 25, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   Board Member Joseph Palacios was not present during roll call.

2. **Prayer**

   Mr. Raul Sesin led the courtroom in Prayer.

3. **Open Forum**

   Mrs. Martha Sanchez, LUPE, expressed gratitude for the upcoming meeting they're going to have with Drainage Director Mr. Sesin.

4. **Approval of Consent Agenda**

   The board approved the entire consent agenda.

   Board Member Joseph Palacios joined the meeting.

5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations

   Mr. Sesin commented that they're still working on updating and developing the Drainage District's website. At the moment, they are working on multiple bond and GLO projects.

   Additionally, Mr. Sesin informed the members that over last week's rains, the City of Granjeno Mayor reached out to the district over the outfall draining properly into the IBWC floodway. Mr. Sesin reported that it was flooded due to the heavy amount of rain.

9. AI -54698 Recommending bid award and approval of contract to the responsible bidder submitting the lowest and best bid meeting all requirements/specifications for RFB No. HCDD1-16-020-05-11, Pit Run Caliche, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

10. AI -54713 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-019-05-11, Flexible Base Material (Crushed Caliche), subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

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

Vote: 5 - 0 – Unanimously

11. AI -54717 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-021-05-11, Sand and Bedding Material, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

12. AI -54741 A. Requesting approval of Wireless Customer Agreement from Verizon Wireless through the District's membership with Texas Department of Information Resources Contract No. DIR-TSO-3415 as reviewed and approved as to form by Legal Counsel.

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

Vote: 5 - 0 - Unanimously

B. Acceptance of proposal from Verizon Wireless through DIR Contract No. DIR-TSO-3415 for a Wireless Voice Calling Services Plan for 75 Push to Talk (PTT) lines (including 75 free wireless devices) in the total

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

April 27, 2017

Upper Valley Materials, LLC
Attn: Steve Boyd, Sales
3609 Palma Vista Dr.
Palmview, TX. 78572

via e-mail: sboyd@capatexas.com

Re: Contract Extension Notice.
Contract No. C-HCDD1-16-021-05-25 "Sand and Bedding Material"

Dear Mr. Boyd,

The Hidalgo County Drainage District No.1 will request approval by the Board of Directors on Tuesday, May 2, 2017 to exercise the option to extend the Contract No. C-HCDD1-16-021-05-25 for one (1) year as stated in the first page of the contract. Effective date (if approved) will be May 25, 2017 under the same rates, terms and conditions and will expire on May 24, 2018.

Please acknowledge receipt of this notice of intent to extend by signing below. Please email signed copy to moises.salazar@hcdd1.org , no later than Monday, May 1, 2017, please mail original to Hidalgo County Drainage District No. 1 902 N. Doolittle Edinburg, TX. 78542.

By: _____ Date: _____

Should you have any questions please contact me at (956) 292-7080.

Sincerely,

Moises Salazar
Procurement Manager

Cc Larry Hinojosa, Upper Valley Materials

AI -59595 **12.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to exercise the District's sole option to renew/extend the contract for "Flexible Base Material (Crushed Caliche)" with Upper Valley Materials, LLC, for the First of Two (2) additional one (1) year extension options, under the same, rates, terms, and conditions as stated in contract number C-HCDD1-019-05-25 with extension date effective May 25, 2017 through May 24, 2018. Subject to compliance with HB1295.

BACKGROUND

-Contract may be extended for an additional one year at the end of this first extension.

Fiscal Impact

Attachments

Contract Renewal Letter C-HCDD1-16-019-05-25

C-HCDD1-16-019-05-25 -Upper Valley Mat -Flexible Base Mat (Crushed Caliche)

Form Review

Inbox	**Reviewed By**	**Date**
Final Approval	Monica Badillo	04/28/2017 05:11 PM

Form Started By: Moises Salazar Started On: 04/27/2017 11:38 AM

Final Approval Date: 04/28/2017

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

April 27, 2017

Upper Valley Materials, LLC
Attn: Steve Boyd, Sales
3609 Palma Vista Dr.
Palmview, TX. 78572

via e-mail: sboyd@capatexas.com

Re: Contract Extension Notice.
Contract No. C-HCDD1-16-019-05-25 "Flexible Base Material (Crushed Caliche)"

Dear Mr. Boyd,

The Hidalgo County Drainage District No.1 will request approval by the Board of Directors on Tuesday, May 2, 2017 to exercise the option to extend the Contract No. C-HCDD1-16-019-05-25 for one (1) year as stated in the first page of the contract. Effective date (if approved) will be May 25, 2017 under the same rates, terms and conditions and will expire on May 24, 2018.

Please acknowledge receipt of this notice of intent to extend by signing below. Please email signed copy to moises.salazar@hcdd1.org , no later than Monday, May 1 , 2017, please mail original to Hidalgo County Drainage District No. 1 902 N. Doolittle Edinburg, TX. 78542.

By: _____ Date: _____

Should you have any questions please contact me at (956) 292-7080.

Sincerely,

Moises Salazar

Cc Larry Hinojosa, Upper Valley Materials

REQUIREMENTS AGREEMENT

C-HCDD1-16-019-05-25

THIS AGREEMENT (the "Agreement") is entered into effective as of May 25, 2016 by and between Upper Valley Materials, LLC, a Texas Corporation ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Flexible Base Material (Crushed Caliche)"** (the "Product"), as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB");

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year, with the Buyer's sole option to extend/renew for two (2) additional one (1) year terms under the same rates, terms, and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on May 25, 2016 and expire on May 24, 2017 and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the

invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions:

a. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County Drainage District No.1
Attention: Manager
902 N. Doolittle
Edinburg, TX. 78542

If to Seller: Upper Valley Materials, LLC
Attn: Steve Boyd, Sales
3609 Palma Vista Dr.
Palmview, TX 78572

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and/or services under this Contract naming Buyers as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County Drainage District No. 1 .

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No. 1 or any person associated therewith, as an inducement for the award of a subcontract or order.

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

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

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: Ramon Garcia
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY: Upper Valley Materials, LLC

By: _____

Printed Name : Larry Hinojosa

Title: sales administrator

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 5/25/16

Approved by Board of Directors Court on: _____

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

By: _____ Date: 6-17-16

EXHIBIT "A"

Hidalgo County

Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

April 25, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids-"Flexible Base Material (Crushed Caliche)"
Bid No.: HCDD1-16-019-05-11

To Whom It May Concern:

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

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

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

Sincerely,
Hidalgo County Drainage District No. 1

Moises Salazar, Procurement Manager

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

Hidalgo County Drainage District No. 1

"Flexible Base Material"

(Crushed Caliche)

RFB No: HCDD1-16-019-05-11

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

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

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Flexible Base Material (Crushed Caliche)"

BID OPENING DATE:
MAY 11, 2016

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- "Flexible Base Material (Crushed Caliche)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 ("District"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB NO.: HCDD1-16-019-05-11- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "Flexible Base Material (Crushed Caliche)"** 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, MAY 11, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1- RFB NO.: HCDD1-16-019-05-11 "Flexible Base Material (Crushed Caliche)"**

   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- "Flexible Base Material (Crushed Caliche)"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Purchase Order and Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

- Contract person for Billing and Payment questions:

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

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**May 11, 2016**
Award of Contract	**, 2016**
Commence Work or Deliver Products	**, 2016**

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

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

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

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

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

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

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the District, or for any elected official, department head or employee or former elected official, department head or employee of the District, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the District.

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

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

20. DISCLOSURE OF CONFLICT OF INTEREST

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

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

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

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

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the District before the District may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. (i.e. HCDD1-16-019-05-11) 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 noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"FLEXIBLE BASE MATERIAL (Crushed Caliche)"
BID NO.: HCDD1-16-019-05-11

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County Drainage District No. 1

"Flexible Base Material"

(Crushed Caliche)

RFB No: HCDD1-16-019-05-11

Bid Specifications/Requirements

Hidalgo County Drainage District No. 1 is seeking qualified companies to establish a contract for ***"Flexible Base Material*** *(*Crushed Caliche)" on an "*As Needed Basis*".

SPECIFICATIONS/REQUIREMENTS

1) It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County Drainage District No. 1 Drainage District No. 1will be purchased on an **"as needed basis".**

2) Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 2014, Item 247, Type E Grade 3 and shall conform to the following requirements:

PROPERTY	TEST METHOD	REQUIREMENT
2 1/2"Sieve (Cumulative, % Retained)	Tex-110-E	0
1 3/4"Sieve (Cumulative, % Retained)	Tex-110-E	0-10
#4 Sieve (Cumulative, % Retained)	Tex-110-E	45-75
#40 Sieve (Cumulative, % Retained)	Tex-110-E	50-85
Liquid Limit, % Max	Tex-104-E	40
Plasticity Index, % Max	Tex-106-E	12
Wet Ball Mill, % Max	Tex-116-E	50
Wet Ball Mill, % Max Increase Passing #40 Sieve	Tex-116-E	20

3) Vendor must provide proof that the material meets the Texas Department of Transportation (TxDOT) gradation requirements and atterberg limits.

4) Bid price shall be on a per ton basis.

5) PIT LOCATION:
The pit location(s) is an important factor due to material transportation costs. The locations of proposed pits will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

6) When requested, samples shall be furnished free of expense to Hidalgo County Drainage District No. 1.

7) Random sampling/testing may be performed at the request of Hidalgo County Drainage District No. 1 anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

8) In the event the material furnished does not meet all the requirements stated above (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

9) Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a **minimum** of 70 Ft. in length.

10) It is understood and agreed that in case Hidalgo County Drainage District No. 1 should need **"Flexible Base Material (Crushed Caliche)"** and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County Drainage District No. 1 reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

11) **Primary and Alternate pit location(s)** within Hidalgo County Drainage District No. 1 area from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County Drainage District No. 1. Alternate pit will be utilized under the following conditions: 1). Emergency circumstances due to unavailability of flexible base material (crushed caliche) at the primary pit location(s) or; 2). When the Hidalgo County Drainage District No. 1 determines it is in its best interest to utilize the alternate pit.

12) Awarded vendor must notify Hidalgo County Drainage District No. 1 within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

13) All Hidalgo County Drainage District No. 1 Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1) The term of the bid contract will be for a period of one (1) year. Hidalgo County Drainage District No. 1 may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

2) Hidalgo County Drainage District No. 1 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3) Hidalgo County Drainage District No. 1 reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

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

5) Hidalgo County Drainage District No. 1 reserves the right to hold bids for a period of ninety (90) days without taking any action.

6) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7) Hidalgo County Drainage District No. 1 may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8) Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

9) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County Drainage District No. 1 reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County Drainage District No. 1 shall charge the successful bidder the difference for any additional cost to the Hidalgo County Drainage District No. 1.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County Drainage District No.1 recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the Drainage District Buyer, the Drainage District may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Buyer on the mailing lists for such publications so that the Buyer can monitor said changes. Such membership shall be at no cost to the Drainage District.
    - The Drainage District Buyer retains the right to determine whether or not such proposed price changes are in the best interest of the Drainage District.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The Drainage District may only grant a price increase if the evidence presented is deemed reliable. Should the Drainage District allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the Drainage District at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the Drainage District of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the Drainage District shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the Drainage District in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price

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

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

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

ADDITIONAL INFORMATION:

1) Hidalgo County Drainage District No. 1 is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Hidalgo County Drainage District No. 1, Attn: Moises Salazar, Procurement Manager, at 902 N. Doolittle Rd., Edinburg, Texas 78542. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA e-mail to moises.salazar@hcdd1.org by no later than, *Wednesday, May 4, 2016* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via e-mail by no later than, *Friday, May 6 , 2016,* by 5:00 P.M.**

3) **All cost and expenses associated with the preparation and submission of (bids, proposals, and statements of qualifications) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County Drainage District No. 1.**

EXHIBIT "B"

Hidalgo County Drainage District No. 1
"Flexible Base Material (Crushed Caliche)"
RFB No: HCDD1-16-019-05-11

BID PAGE

NOTE: VENDOR MUST INDICATE A PRIMARY PIT AND ALTERNATE PIT(S)
(Refer to paragraph# 11 of Exhibit "A" Specifications/Requirements)

BID PRICE:	**$_____/ton**
Pit Name & Location:	
Primary	
Alternate(s)	

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

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

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. 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 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"

CONFLICT OF INTEREST QUESTIONNAIRE

(CIQ Form)

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"

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

(CIS Form)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

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

6. **Affidavit.** Signature of local government officer.

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

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "TITLE (PROJECT DESCRIPTION"
PROJECT NO.:

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):

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

_____ L.L.C. _____ Other, Specify_____

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

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

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

_____ Distributor _____ Service Organization _____ Other, Specify _____

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

_____

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

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

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

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom: ☐ State General Services Commission ☐ Other

Indicate Certification No(s)._____ Or Are Certificate(s) Attached: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $ _____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

REQUIREMENTS AGREEMENT

C-HCDD1-16-019-00-00

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

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Flexible Base Material (Crushed Caliche)"** (the "Product"), as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one(1) year and;

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year, with the Buyer's sole option to extend/renew for two (2) additional one (1) year terms under the same rates, terms, and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____ and expire on _____ _____ and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

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

4. General Provisions:

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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If to Buyer: Hidalgo County Drainage District No.1
Attention: Manager
902 N. Doolittle
Edinburg, TX. 78542

If to Seller: _____
_____
_____
_____

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

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m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and/or services under this Contract naming Buyers as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County Drainage District No. 1 .

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No. 1 or any person associated therewith, as an inducement for the award of a subcontract or order.

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

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

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By:_____
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY:_____

By:_____

Printed Name :_____

Title:_____

Approved by Board of Directors Court on:_____

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

By:_____ Date:_____

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services 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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS
"FLEXIBLE BASE MATERIAL (Crushed Caliche)"
RFB No.: HCDD1-16-019-05-11

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

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

_____ Page 8 of Legal Notice

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

_____ Exhibit "D-1" CIQ Form- Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, One (1) Copy containing a complete response.

EXHIBIT "B"

EXHIBIT "B"

Hidalgo County Drainage District No. 1
"Flexible Base Material (Crushed Caliche)"
RFB No: HCDD1-16-019-05-11

BID PAGE

NOTE: VENDOR MUST INDICATE A PRIMARY PIT AND ALTERNATE PIT(S)
(Refer to paragraph# 11 of Exhibit "A" Specifications/Requirements)

BID PRICE:	$ 3.75 /ton
Pit Name & Location:	
Primary	Sullivan City Pit
Alternate(s)	NONE

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: Upper Valley Materials LLC
ADDRESS: 3609 Palmvista Drive
CITY/STATE/ZIP CODE: Palm View TX 78572
PHONE & FAX NO'S: 956-432-0600 / 956-583-2086
CELLULAR NO: 956-369-5250
E-MAIL ADDRESS: sboyd@capatexas.com
AUTHORIZED SIGNATURE: Steve Boyd
PRINTED NAME: Steve Boyd
TITLE Sales

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2016

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

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

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Consuelo Cavazos, CISR PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED Upper Valley Materials, LLC 3609 W Palma Vista Dr Palmview TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Phoenix Insurance Company INSURER B: National Liability & Fire Ins INSURER C: RSUI Indemnity Co INSURER D: Texas Mutual Ins. Co INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2016-2017 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			Y-630-6F746562-PHX-16	2/22/2016	2/22/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			73TRS060979	2/22/2016	2/22/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NHA074824	2/22/2016	2/22/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001205712	10/27/2015	10/27/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Supply Flexible Bas Material (Crushed Caliche) HCCD1-16-019-05-11

CERTIFICATE HOLDER

Hidalgo County Drainage District 1
902 N Doolittle Rd
Edinburg, TX 78542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO Robt R Garza

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McAFEE AGENCY INSURANCE
Since 1935

All Valley Trucking, LLP
Upper Valley Materials LLC
Rio Valley Pipe, LLC
DBA CAPA
3609 West Palm Vista Drive
Palmview, TX 78572

June 16, 2016

Reference: Business Auto Policy # 73TRS060979
Effective 2/22/2016 to 2/22/2017

To: Larry Hinojosa

As per our request, below is the current list of scheduled vehicles on the following policy:

*Vehicle #	Cust Veh #	Year	Make	Model	VIN
00001	R	2008	Chevrolet	Silverado	3GCEC13J88G141932
00002	R	2008	Chevrolet	Silverado	1GCEC19018Z146193
00003	R	2008	Chevrolet	Silverado	2GCEC13J381188942
00004	R	2005	Ford	F150	1FTRX12W25NA13479
00005	R	2005	Ford	F150	1FTRF12225NA08525
00006	R	2005	Ford	F150	1FTRF12225NA09612
00007	R	2005	Ford	F150	1FTRX12W95NA11101
00008	R	2005	Ford	F150	1FTRF12225NA49799
00009	R	1992	Ford	Superduty	2FDLF47GXNCA30267
00010	R	2011	Chevy	Silverado	3GCPCSE01BG182395
00011	A	1998	Freightliner	Tractor	1FUYDPYB4WL837260

321 Second Street/ P O Box 625, Mercedes, TX 78570 Phone (956) 565-2481 Fax (956) 565-2733



00012	A	1998	Mack		1M2AA13Y9WW091599
00013	A	1992	Fontaine	Flatbed	13N148302N1554687
00014	A	1999	Mack	Truck Tractor	1M2AA13YXXW111389
00015	A	1992	Fontaine	Flatbed	13N148300N1554641
00016	A	1999	Mack	Truck Tractor	1M2AA13Y6XW111390
00017	A	1992	Fontaine	Flatbed	13N148304N1554657
00018	A	1965	Load Craft	Lowboy	CA65098
00019	A	1996	Mack	Truck Tractor	1M1AA13Y7TW059590
00020	A	1998	Mack		1M2AA13Y5WW093480
00021	A	1998	Mack		1M2AA13Y9WW093482
00022	A	1980	Rogers	Lowboy	18805
00023	A	2000	Mack		1M1AA13Y5YW116716
00024	A	1999	Mack		1M1AA13Y4XW106807
00025	A	1999	Mack		1M1AA13Y8XW112626
00026	A	1998	Mack		1M1AA18Y1WW082635
00027	A	2002	Mack	CX613 T/A	1M1AE07Y92W012939
00028	A	2002	Mack	CX613 T/A	1M1AE07YX2W012920
00029	A	2002	Mack	CX613 T/A	1M1AE07Y62W012932
00030	A	1973	Hyster	Trailer	TR136827

321 Second Street/ P O Box 625, Mercedes, TX 78570 Phone (956) 565-2481 Fax (956) 565-2733

McAFEE AGENCY INSURANCE
Since 1935

00031	A	2002	Mack	CX613 T/A	1M1AE07Y72W012941
00032	A	1994	Utility Trailer		1UYF52481RA152703
00033	A	1994	Utility Trailer		1UFS2489RA152707
00034	A	2001	Internationa l	4,000 Gal	2HSCEAHRX1C020829
00035	A	1980	Transcraft	Trailer	TC14923
00036	A	1991	Dorsey	Trailer	1DTP16W28MP029595
00037	A	1980	Transcraft	Lowboy	TC14575
00038	A	1979	Transcraft	Lowboy	TC12951
00039	A	1993	Ramco		8760
00040	A	1992	Ramco		8505
00041	A	1998	Vantage	Tank	4EPPA4126WBBA2179
00042	A	1973	Freuhauf	Lowboy	FWR406205
00043	A	1990	Fruehauf		1H4B04222LL029001
00044	A	1984	Heil	Pneumatic	1HLS1M7B2E7T00208
00045	A	2006	Mack	Truck Tractor	1M2AL02Y46M003768
00046	A	2006	Clement	End Dump	5C2BB38BX6M005204
00047	A	2010	Mack	CXU613	1M1AW02Y5AN010579
00048	A	2006	Mack	Truck Tractor	1M2AL02Y66M003769

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00049	A	2010	Mack	CXU613	1M1AW02Y9AN010584
00050	A	2010	Mack	CXU613	1M1AW02Y0AN010585
00051	A	2006	Mack	Truck Tractor	1M2AL02Y26M003770
00052	A	2010	Vantage	Pneumatic Trailer	4E7PA4222BABA2775
00053	A	2006	Mack	Truck Tractor	1M2AL02Y46M003771
00054	A	2006	Mack	Truck Tractor	1M2AL02Y66M003772
00055	A	2001	Mack	600	1M1AA12Y11W141443
00056	A	2006	Haul	Flatbed	5JYLB35296P061934
00057	A	2006	Mack	Truck Tractor	1M2AL02Y86M003773
00058	A	2011	Vantage	Trailer	4E7PA4224BABA2776
00059	A	2006	Clement	End Dump	5C2BB38B16M005205
00060	A	2011	Vantage	Trailer	4E7PA4226BABA2777
00061	A	2006	Clement	End Dump	5C2BB38B76M005290
00062	A	2006	Clement	End Dump	5C2BB38B96M005291
00063	A	2009	Mack	GU813	1M1AX16Y59M009477
00064	A	2006	Clement	End Dump	5C2BB38B06M005292
00065	A	2009	Mack	GU813	1M1AX16Y79M009478
00066	A	2006	Vantage	Bulk	4E7PA42276PBA1110
00067	A	2006	Vantage	Bulk	4E7PA42226PBA1113

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00068	A	2009	Mack	GU813	1M1AX16Y99M009479
00069	A	2009	Mack	GU813	1M1AX16Y59M009480
00070	A	1978	Load	Lowboy	CJ781607
00071	A	1980	Fruehauf	FB	0MT010814
00072	A	2011	Clement	Starlite	5C2BB38B3BM007225
00073	A	2011	Clement	Starlite	5C2BB38B9BM007228
00074	U	1993	Ramco		1R9BSE502TL008761
00075	A	2011	Clement	Starlite	5C2BB38B8BM007348
00076	A	2011	Clement	Starlite	5C2BB38B0BM007229
00077	A	1987	Transcraft	45' Spreadaxle Flatbed	1TTF45202H1028658
00078	A	1979	Great Dane	45' T/A Flatbed	M22567
00079	A	2007	CTS	Bottom Dump Trailer	5TU1140267S000344
00080	A	2007	CTS	Bottom Dump Trailer	5TU1140227S000339
00081	A	2007	CTS	Bottom Dump Trailer	5TU1140207S000338
00082	A	2007	CTS	Bottom Dump Trailer	5TU11402X7S000377
00083	A	2007	CTS	Bottom Dump Trailer	5TU1140217S000378
00084	A	1998	Freightliner		1FUYDPYBXWL837246
00085	A	1997	Mack	Dump Truck	1M1AA12Y3VW079873
00086	A	2008	Mack	GU813	1M1AX16Y08M001382

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00087	A	2008	Mack	GU713	1M1AX09Y38M002466
00088	A	2008	Mack	GU713	1M1AX09Y58M002467
00089	A	2007	Mack	CXN613	1M1AK06Y37N020543
00090	A	2008	Mack	GU713	1M2AX07Y78M003490
00091	U	2008	Ford	F250	1FTSW21RX8EA91079
00092	U	2008	Toyota	Pick Up	3TMKU72N28M015378
00093	U	1999	Chevrolet	C-15 Fleets	1GCEC14W4YF124658
00094	U	2000	Chevrolet	1500 Fleets	2GCEK19T4Y1192526
00095	U	2005	Ford	F150	1FTRF12215NA02036
00096	U	2007	Mercedes	Benz S550	WDDNG71X77A028734
00097	U	2005	Ford	F150	1FTRF12235NA52548
00098	U	1999	Ford	F550	1FDAF56S9XED93966
00099	U	2004	Chevy	Van	1GCGG25UX41246488
00100	U	2004	Chevy	Van	1GCGG25UX41166527
00101	U	1994	Chevy		1GBP7H1J5RJ102860
00102	U	1999	Chevrolet	suburban	3GNFK16R7XG189727
00103	U	2012	Chevrolet	Silverado	3GCPCSE09CG131793
00104	U	2013	Chevy	Silverado	3GCPCPEA5DG121477
00105	U	2013	Chevy	Silverado	1GCNCPEA4CZ350528

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00106	A	1982	Fontaine	Trailer	1A11422CBC1536177
00107	A	2007	Dodge	Ram	3D7ML46D27G812860
00108	A	1990	Mack	Dump Truck	1M2AA06Y9LW005046
00109	U	1999	Ford		1FDWF36L8XEE75903
00110	A	2012	Peterbilt	367	1XPTD49X9CD144084
00111	A	2012	Peterbilt	367	1XPTD49X0CD144085
00112	A	2012	Peterbilt	367	1XPTD49X2CD144086
00113	A	2012	Peterbilt	367	1XPTD49X8CD144089
00114	A	2012	Peterbilt	367	1XPTD49X4CD144090
00115	U	1998	Internationa l	Harvester	1HTSCABN1WH526021
00116	R	2014	Chevrolet	Silverado 1500	3GCPCREC9FG389561
00117	R	2014	Chevrolet	Silverado 1500	3GCPCREC3EG428919
00118	A	1996	Internationa l	Flatbed	1HTSCAAN3TH263527
00119	A	1997	Ford	Louisville	1FDXN80E0VVA34925
00120	A	1979	Tanker		T41495
00121	A	1979	Tanker		T40807
00122	A	2015	Directrailer	Loadstar Flatbed	5UJFS4821FE002572
00123	A	2015	Directrailer	Loadstar Flatbed	5UJFS4823FE002573
00124	A	2015	Directrailer	Loadstar Flatbed	5UJFS4825FE002574



00125	A	2015	Directrailer	Loadstar Flatbed	5UJFS482XFE002571
00126	A	2015	Directrailer	Loadstar Flatbed	5UJFS4828FE002570
00127	A	2015	Directrailer	Loadstar Drop Deck	5UJDS4820FE002568
00128	A	2015	Directrailer	Loadstar Drop Deck	5UJDS4822FE002569
00129	U	1989	BMY	Harsco M930	1044AA019
00130	A	2014	Exa	Pneumatic Tank	3E9J158J2ET034284
00131	A	2014	Exa	Pneumatic Tank	3E9J158J4ET034285
00132	R	2014	Dodge	Ram	3C63RRAL7EG154165
00133	A	2013	Peterbilt	386	1XPHD49X3DD163883
00134	A	2013	Peterbilt	386	1XPHD49X0DD213994
00135	A	2013	Peterbilt	386	1XPHD49X7DD213992
00136	A	2013	Peterbilt	386	1XPHD49X2DD213995
00137	A	2013	Peterbilt	386	1XPHD49X9DD213993
00138	A	1989	Lufkin	Flat Bed	1L01B4526K1082489
00139	A	2015	CTS	End Dump	5TU343727FS000836
00140	A	2015	CTS	End Dump	5TU343729FS000837
00141	A	2015	CTS	End Dump	5TU343720FS000838
00142	A	2015	CTS	End Dump	5TU343729FS000840
00143	A	2015	CTS	End Dump	5TU343720FS000841



00144	U	2001	Peterbilt	330	2NPNLD9X51M560792
00145	R	2008	Ford	F250	1FTSX20548ED54730
00146	R	2010	Ford	F150 King Ranch	1FTFW1EV1AKE33903
00147	A	2008	Ford	F150	1FDAF56R88ED21719
00148	U	2004	Mack	CV713 T/A Fuel & Lube	1M2AG11C74M014079
00149	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY9959
00150	A	2016	Freightliner	Cascadia	3AKJGBDV2GDGY9960
00151	A	2016	Freightliner	Cascadia	3AKJGBDV4GDGY9961
00152	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY9962
00153	A	2016	Freightliner	Cascadia	3AKJGBDV8GDGY9963
00154	A	2016	Freightliner	Cascadia	3AKJGBDVXGDGY9964
00155	A	2015	Polar APXS	Aluminum Pneumatic	1PMB14121F5013781
00156	A	2015	Polar APXS	Aluminum Pneumatic	1PMB14128F5013440
00157	A	2015	Polar APXS	Aluminum Pneumatic	1PMB14121F5013778
00158	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY7077
00159	A	2016	Freightliner	Cascadia	3AKJGBDV8GDGY7078
00160	A	2016	Freightliner	Cascadia	3AKJGBDVXGDGY7079
00161	A	2016	Freightliner	Cascadia	3AKJGBDV6GDGY7080
00162	A	2016	Freightliner	Cascadia	3AKJGBDVXGSGY4310

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00163	A	2016	Freightliner	CA113DC	3AKJGBDV3GDHG5486
00164	A	2016	Freightliner	CA113DC	3AKJGBDV5GDGY9967
00165	U	2012	Internationa l	4300	1HTMMAAM4CH435805
00166	U	2006	Freightliner	M2 100	1FVACWCS96HW72987
00167	R	2013	Ford	F150	1FTEX1CM9DFA94047
00168	A	1999	Fontaine	TA50NGB	4LF4S5033X3507900
00169	P	2014	MAC	GT16SFC	1M9PT2021EB618522
00170	P	2012	Wylie	500 Gallon	5VUTE1327CP000010
00171	U	2001	Freightliner	FL70 1950 Gallon S/A Asphalt	1FVABTBV01DH31604
00172	R	2016	GMC	Sierra	1GTP1MEC8GG141664
00173	R	2016	GMC	Sierra	3GTP1MEC7GG125735
00174	A	2012	Vantage P42	Pneumatic Bulk Trailer	4E7PA4225CABA3145
00175	A	2012	Vantage P42	Pneumatic Bulk Trailer	4E7PA4223CABA3158
00176	A	2012	Vantage P42	Pneumatic Bulk Trailer	4E7PA4225CABA3162

Let me know if you need any additional information

Thank you
Consuelo Cavazos Lorenzana

321 Second Street/ P O Box 625, Mercedes, TX 78570 Phone (956) 565-2481 Fax (956) 565-2733

McAFEE AGENCY INSURANCE
Since 1935

All Valley Trucking, LLP
Upper Valley Materials LLC
Rio Valley Pipe, LLC
DBA CAPA
3609 West Palm Vista Drive
Palmview, TX 78572

June 16, 2016

Reference: Business Auto Policy # 73TRS060979
Effective 2/22/2016 to 2/22/2017

To: Larry Hinojosa

As per our request, below is the current list of scheduled vehicles on the following policy:

*Vehicle #	Cust Veh #	Year	Make	Model	VIN
00001	R	2008	Chevrolet	Silverado	3GCEC13J88G141932
00002	R	2008	Chevrolet	Silverado	1GCEC19018Z146193
00003	R	2008	Chevrolet	Silverado	2GCEC13J381188942
00004	R	2005	Ford	F150	1FTRX12W25NA13479
00005	R	2005	Ford	F150	1FTRF12225NA08525
00006	R	2005	Ford	F150	1FTRF12225NA09612
00007	R	2005	Ford	F150	1FTRX12W95NA11101
00008	R	2005	Ford	F150	1FTRF12225NA49799
00009	R	1992	Ford	Superduty	2FDLF47GXNCA30267
00010	R	2011	Chevy	Silverado	3GCPCSE01BG182395
00011	A	1998	Freightliner	Tractor	1FUYDPYB4WL837260

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00012	A	1998	Mack		1M2AA13Y9WW091599
00013	A	1992	Fontaine	Flatbed	13N148302N1554687
00014	A	1999	Mack	Truck Tractor	1M2AA13YXXW111389
00015	A	1992	Fontaine	Flatbed	13N148300N1554641
00016	A	1999	Mack	Truck Tractor	1M2AA13Y6XW111390
00017	A	1992	Fontaine	Flatbed	13N148304N1554657
00018	A	1965	Load Craft	Lowboy	CA65098
00019	A	1996	Mack	Truck Tractor	1M1AA13Y7TW059590
00020	A	1998	Mack		1M2AA13Y5WW093480
00021	A	1998	Mack		1M2AA13Y9WW093482
00022	A	1980	Rogers	Lowboy	18805
00023	A	2000	Mack		1M1AA13Y5YW116716
00024	A	1999	Mack		1M1AA13Y4XW106807
00025	A	1999	Mack		1M1AA13Y8XW112626
00026	A	1998	Mack		1M1AA18Y1WW082635
00027	A	2002	Mack	CX613 T/A	1M1AE07Y92W012939
00028	A	2002	Mack	CX613 T/A	1M1AE07YX2W012920
00029	A	2002	Mack	CX613 T/A	1M1AE07Y62W012932
00030	A	1973	Hyster	Trailer	TR136827

AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 25, 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 -54709 Requesting approval of Work Authorization No. 3 to Pct. 1 - Mile 13 1/2 & FM 1015 area Drainage Improvement Project Agreement with Urban Infrastructure Group, Inc. in the amount of $16,160.00.

7. AI -54730 A. Requesting approval to purchase two (2) John Deere 310SL Backhoe Loaders through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard's awarded vendor, Doggett Machinery Services (Contract #424-13) in the total amount of $ 193,500.00.

   B. Pursuant to the Board's approval to purchase the two (2) John Deere 310SL Backhoe Loaders, requesting to declare surplus with the purpose of trade in: One (1) 2003 JCB 215S Backhoe Loader (Asset # 39861) in the amount of $6,800.00, and One (1) 2008 TEREX TX970B Backhoe Loader (Asset # 1590) in the amount of $9,000.00 including the removal of said assets from inventory upon completion of transaction.

8. AI -54756 Request approval of Budget Amendment from the General Fund in the amount of $193,500 into heavy equipment pursuant to the Board's approval to purchase (2) John Deere 310SL Backhoe Loaders.

9. AI -54698 Recommending bid award and approval of contract to the responsible bidder submitting the lowest and best bid meeting all requirements/specifications for RFB No. HCDD1-16-020-05-11, Pit Run Caliche, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

10. AI -54713 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-019-05-11, Flexible Base Material (Crushed Caliche), subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

11. AI -54717 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-021-05-11, Sand and Bedding Material, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

12. AI -54741 A. Requesting approval of Wireless Customer Agreement from Verizon Wireless through the District's membership with Texas Department of Information Resources Contract No. DIR-TSO-3415 as reviewed and approved as to form by Legal Counsel.

B. Acceptance of proposal from Verizon Wireless through DIR Contract No. DIR-TSO-3415 for a Wireless Voice Calling Services Plan for 75 Push to Talk (PTT) lines (including 75 free wireless devices) in the total amount of $14,391.00 for a period of 12 months.

13. AI -54766 2013 Bond Project - Precinct #1 Rural Drainage Development
Request approval to Payment application #3 to Texas Cordia Construction LLC for Hoehn Road Area Drainage Improvements in the amount of $675.00

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

A. **Real Estate Acquisition**

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

15. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

18. **Adjourn**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-65094

Date Filed:
06/02/2016

Date Acknowledged:
06/07/2016

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

Upper Valley Materials, LLC d/b/a CAPA
Palmview, TX United States

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

Hidalgo County Drainage District #1

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.

HCDD1-16-019-05-11
Flexible Base Material-Crushed Caliche

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. [X]

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 LARRY MENDOSA, this the 2nd day of JUNE, 20 16, to certify which, witness my hand and seal of office.

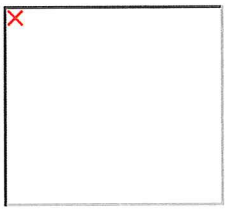
Signature of officer administering oath

AZUCENA M. CALLEROS
Notary Public, State of Texas
My Commission Expires
September 24, 2017

Printed name of officer administering oath

Notary

Title of officer administering oath



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 25, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   Board Member Joseph Palacios was not present during roll call.

2. **Prayer**

   Mr. Raul Sesin led the courtroom in Prayer.

3. **Open Forum**

   Mrs. Martha Sanchez, LUPE, expressed gratitude for the upcoming meeting they're going to have with Drainage Director Mr. Sesin.

4. **Approval of Consent Agenda**

   The board approved the entire consent agenda.

   Board Member Joseph Palacios joined the meeting.

5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations

   Mr. Sesin commented that they're still working on updating and developing the Drainage District's website. At the moment, they are working on multiple bond and GLO projects.

   Additionally, Mr. Sesin informed the members that over last week's rains, the City of Granjeno Mayor reached out to the district over the outfall draining properly into the IBWC floodway. Mr. Sesin reported that it was flooded due to the heavy amount of rain.

9. AI -54698 Recommending bid award and approval of contract to the responsible bidder submitting the lowest and best bid meeting all requirements/specifications for RFB No. HCDD1-16-020-05-11, Pit Run Caliche, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

10. AI -54713 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-019-05-11, Flexible Base Material (Crushed Caliche), subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

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

Vote: 5 - 0 – Unanimously

11. AI -54717 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-021-05-11, Sand and Bedding Material, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

12. AI -54741 A. Requesting approval of Wireless Customer Agreement from Verizon Wireless through the District's membership with Texas Department of Information Resources Contract No. DIR-TSO-3415 as reviewed and approved as to form by Legal Counsel.

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

Vote: 5 - 0 - Unanimously

B. Acceptance of proposal from Verizon Wireless through DIR Contract No. DIR-TSO-3415 for a Wireless Voice Calling Services Plan for 75 Push to Talk (PTT) lines (including 75 free wireless devices) in the total

√ BRS 6/17/16

AI -54713

10.

DRAINAGE DISTRICT

Meeting Date: 05/25/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-019-05-11, Flexible Base Material (Crushed Caliche), subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

BACKGROUND

Sole Bidder: Upper Valley Materials, LLC

Fiscal Impact

Attachments

Tab Sheet and Participation Log

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/20/2016 01:17 PM
Final Approval	Monica Badillo	05/20/2016 05:10 PM

Form Started By: Moises Salazar

Started On: 05/19/2016 02:33 PM

Final Approval Date: 05/20/2016

AI -59592 **13.**

DRAINAGE - CONSENT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar, DRAINAGE DISTRICT

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval to exercise the District's sole option to renew/extend for one (1) additional year, the contract for "Pit Run Caliche" with Roys Hauling Services, Inc., under the same, rates, terms, and conditions as stated in contract number C-HCDD1-16-020-05-25 with extension effective dates of May 25, 2017 through May 24, 2018. Subject to compliance with HB1295.

BACKGROUND

EXTENSION 1 OF 1 - NO FURTHER EXTENSIONS

Fiscal Impact

Attachments

Extension Letter

C-HCDD1-16-020-05-25 -Roy's Hauling Services Inc -Pit Run Caliche

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 01:40 PM
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Moises Salazar		Started On: 04/27/2017 11:05 AM
Final Approval Date: 04/28/2017		

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

April 27, 2017

Roy's Hauling Service Inc.
Roy Balderas Jr. Vice-President
P.O. Box 1896
Edinburg, TX. 78540

Re: Contract Renewal Notice
Contract No. C-HCDD1-16-020-05-25 "Pit Run Caliche"

Dear Mr. Balderas,

The Hidalgo County Drainage District No.1 will request approval by the Board of Directors on Tuesday, May 2, 2017 to exercise the option to extend the Contract No. C-HCDD1-16-020-05-25 for one (1) year as stated in first page of the contract. Effective date (if approved) will be May 25, 2017 under the same rates, terms and conditions and will expire on May 24, 2018.

Please acknowledge receipt of this notice of intent to extend by signing below. Please email signed copy to moises.salazar@hcdd1.org , no later than Friday, May 28, 2017, please mail original to Hidalgo County Drainage District No. 1 902 N. Doolittle Edinburg, TX. 78542.

By: _____ Date: _____

Should you have any questions please contact me at (956) 292-7080.

Sincerely,

Moises Salazar
Procurement Manager

REQUIREMENTS AGREEMENT

C-HCDD1-16-020-05-25

THIS AGREEMENT (the "Agreement") is entered into effective as of May 25, 2016 by and between Roy's Hauling Service, Inc., a Texas Corporation ("Seller") and **Hidalgo County Drainage District No. 1**, Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Pit Run Caliche"** (the "Product"), as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB");

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year, with the Buyer's sole option to extend/renew for one (1) additional year term under the same rates, terms, and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on May 25, 2016 and expire on May 24, 2017 and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

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

4. General Provisions:

a. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County Drainage District No.1
Attention: Manager
902 N. Doolittle
Edinburg, TX. 78542

If to Seller: Roy's Hauling Service, Inc.
Attn: Roy Balderas, Jr.
P. O. Box 1896
Edinburg, TX 78540

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and/or services under this Contract naming Buyers as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County Drainage District No. 1 .

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No. 1 or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer

enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By: Ramon Garcia
Ramon Garcia, Chairman Of the Board

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 5-25-16

SELLER:
COMPANY: Roy's Hauling Service, Inc.

By: _____

Printed Name : Kristina Balderas

Title: Corporate Manager

Approved by Board of Directors Court on: _____

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

By: _____ Date: 6-15-16

EXHIBIT "A"

Hidalgo County

Drainage District No. 1

902 N. Doolittle Rd.
Edinburg, TX 78542

April 25, 2016

_____

_____

_____

_____

Re: Hidalgo County Drainage District No. 1
Request for Bids-"Pit Run Caliche"
Bid No.: HCDD1-16-020-05-11

To Whom It May Concern:

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

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

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

Sincerely,
Hidalgo County Drainage District No. 1

Moises Salazar, Procurement Manager

REQUEST FOR BIDS (RFB)

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Hidalgo County Drainage District No. 1

"PIT RUN CALICHE"

RFB No: HCDD1-16-020-05-11

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1.	Request for Bid Letter	1
2.	Request for Bid Legal Notice	8
3.	Exhibit A Specifications/Requirements	4
4.	Exhibit B Bid Page	1
5.	Exhibit C Insurance Requirements	4
6.	Exhibit D Conflict of Interest Questionnaire (CIQ)	3
7.	Exhibit D-1, CIS Conflict of Interest Disclosure Statement **(For Information Only)**	3
8.	Exhibit E –Proposers Afidavit of Non-Collusion	1
9.	Vendor/Bidder Application and W-09 form(s)	6
10.	Certification Regarding Debarment	1
11.	Draft Contract	4
12.	Form HB 1295 **(For Information Only)** -Before the award of contract notarized HB 1295 must be submitted to Hidalgo County Drainage District No. 1. Form is to be filed online at www.ethics.state.tx.us/index.html .	1
13.	Submittal Check list	1

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

REQUEST FOR BIDS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"Pit Run Caliche"

BID OPENING DATE:
MAY 11, 2016

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- "Pit Run Caliche"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Drainage District No. 1 ("District"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Drainage District No. 1 reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and one (1) copy of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB NO.: HCDD1-16-020-05-11- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 "Pit Run Caliche"** 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, MAY 11, 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.: HCDD1-16-020-05-11 "Pit Run Caliche"**

   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. <u>DELIVERY OF GOODS AND SERVICES INSTRUCTIONS:</u>

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

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

16. <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **HIDALGO COUNTY DRAINAGE DISTRICT NO.1- "Pit Run Caliche"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Purchase Order and Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contract person for Billing and Payment questions:

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

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**May 11, 2016**
Award of Contract	**, 2016**
Commence Work or Deliver Products	**, 2016**

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

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

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

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

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

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

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the District, or for any elected official, department head or employee or former elected official, department head or employee of the District, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the District.

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

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

20. DISCLOSURE OF CONFLICT OF INTEREST

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

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

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

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

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the

District before the District may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. (i.e. HCDD1-16-020-05-11) 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 noncomforming.

Bid
for
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

"PIT RUN CALICHE"
BID NO.: HCDD1-16-020-05-11

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Drainage District No. 1 for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all the pages of the documents referenced in the Invitations to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Drainage District No. 1 reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY DRAINAGE DISTRICT No.1
"PIT RUN CALICHE"

BID NO: HCDD1-16-020-05-11

BID SPECIFICATIONS

1.) Pit Run Caliche base should conform to Texas Department of Transportation (TxDot), Standard Specifications for Construction of Highways, Streets and Bridges, 1995, Item 247, Type D Material. The Physical and engineering properties of the material should meet the following requirements.

THE MAXIUM SIZE AGGREGATE ALLOWED IN THE BASE MATERIAL SHALL BE (2) TWO INCH AS DETERMINED BY GRADATION ANALYSIS USING SQUARE SIEVES.

ATTERBERG LIMITS
MAXIMUM LIQUID LIMIT.....40
MAXIMUM PLASTICITY INDEX.....12

2.) It is intended that the amount of "PIT RUN CALICHE BASE" needed by Hidalgo County Drainage District No.1 will be purchased on an **"As Needed Basis"**. It shall be agreed & understood that Hidalgo County Drainage District No.1 will purchase no more material than is needed.

3.) The contract will be in effect for a period of one (1) year with the District's option to extend for (1) additional year under the same price, terms and conditions. Prices must remain firm during the contract period.

4.) Hidalgo County Drainage District No.1 reserves the right to continue this bid for an additional (60) sixty days "Grace Period" at the end of the contract term due to unforeseen delay of award for next contract term.

5.) Bid price shall be per ton.

6.) Hidalgo County Drainage District No.1 reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the most advantageous to the District, including compliance to bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site. Hidalgo County Drainage District No.1 reserves the right to hold the bids received for a period of (90) ninety days without taking action hereon.

7.) Hidalgo County Drainage District No.1 reserves the right to award to one or more bidder(s) whichever is in the best interest of the District.

8.) The contract shall remain in effect until contract expires, delivery / completion of services ordered or terminated by Hidalgo County Drainage District No. 1 with a thirty (30) day written notice prior to any cancellation. The Hidalgo County Drainage District No.1 reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the District.

9.) Insurance Certificates as per "Exhibit C" must be submitted to the Hidalgo County Drainage District No. 1 prior to any services being performed by the awarded bidder(s).

10.) When requested, samples shall be furnished free of expense to the Drainage District.

11.) Testing may be performed at the request of the Drainage District anytime during the length of the contract through an independent testing laboratory.

12.) Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the Drainage District. The District shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

13.) In the event the material furnished does not meet all the requirements above (regardless of weather, test's acceptability, method of repair or other conditions), the Drainage District reserves the option to require the material supplier to replace or to reimburse the District for the unused portion of material found to be unsatisfactory.

14.) Awarded Bidder shall have the Bidder's Pit Location(s) (on site) an electronic or manual State of Texas Certified scale with a minimum of 70ft in length.

15.) It is expressly understood and agreed that in case the Hidalgo County Drainage District No.1 should need "Pit Run Caliche Base" and it is not available within the time frame needed from the successful vendor during the term of this contract, the Hidalgo County Drainage District No.1 reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, the Hidalgo County Drainage District No. reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

ADDITIONAL INFORMATION:

- The Hidalgo County Drainage District No.1 is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Moises Salazar, Buyer, at 902 N. Doolittle, Edinburg, TX. 78542. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- All written inquiries will be accepted in writing via email moises.salazar@hcdd1.org or by facsimile (956) 292-7089 no later than, Wednesday, May 4, 2016 at 5:00 P.M. Responses to said inquiries will be sent to all applicants by no later than 5:00 P.M., Friday, May 6, 2016.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto the Hidalgo County Drainage District No.1

- All applicable forms in this packet must be filled in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

Market Volatility and Unit Price Adjustments:

Hidalgo County Drainage District No.1 recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1.) **Requesting Price Adjustment:** Upon written request from Vendor to the Drainage District Buyer, the District may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Written request must be accompanied by a certified copy of the suppliers advisory or notification to the vendor of the price changes.

The Vendor must put the Buyer on the mailing lists for such publications so that the Buyer can monitor said changes. Such membership shall be at no cost the District.

The Buyer retains the right to determine whether or not such proposed price changes are in the best interest of the District.

No price escalation will be authorized in excess of the amount of the increase referred to in the suppliers notice.

The District may only grant a price increase if the evidence presented is deemed reliable. Should the District allow a price increase, the approved price change shall be honored for all orders received by the Vendor or Contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2.) **Price Reduction:** Vendor shall notify the District at the time when the Vendors costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the District of adjustment may result in immediate termination of this contract and the District shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3.) **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the District in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The Hidalgo County Drainage District NO.1 shall have sole discretion whether to grant the price increase extension. The District too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the District to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

EXHIBIT "B"

Hidalgo County Drainage District No. 1
"PIT RUN CALICHE"
RFB No: HCDD1-16-019-05-11

BID PAGE

BID PRICE:	**$_____/ton**
Pit Name & Location(s):	

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

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

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

SAMPLE

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. 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 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"

CONFLICT OF INTEREST QUESTIONNAIRE

(CIQ Form)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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"

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

(CIS Form)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

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

6. **Affidavit.** Signature of local government officer.

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

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

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

***

(2) the vendor:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "TITLE (PROJECT DESCRIPTION"
PROJECT NO.:

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):

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

_____ L.L.C. _____ Other, Specify_____

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

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

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

_____ Distributor _____ Service Organization _____ Other, Specify _____

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

_____

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

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

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

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom: ☐ State General Services Commission ☐ Other

Indicate Certification No(s)._____ Or Are Certificate(s) Attached: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $_____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone No.: ( )_____Subcontract Amount: $ _____
Description of work to be performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-		-				

or

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

REQUIREMENTS AGREEMENT

C-HCDD1-16-020-00-00

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

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Drainage District No.1, **"Pit Run Caliche"**(the "Product"), as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one(1) year and;

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed in Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Drainage District No. 1 projects for a period of one (1) year, with the Buyer's sole option to extend/renew for one (1) additional year term under the same rates, terms, and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____ and expire on _____ and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location specified by the Hidalgo County Drainage District No.1 in its Purchase Order.

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

4. General Provisions:

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

DRAFT

If to Buyer: Hidalgo County Drainage District No.1
Attention: Manager
902 N. Doolittle
Edinburg, TX. 78542

If to Seller: _____
_____
_____
_____

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving a thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

DRAFT

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and/or services under this Contract naming Buyers as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County Drainage District No.1 or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County Drainage District No.1, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County Drainage District No. 1 .

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County Drainage District No. 1 or any person associated therewith, as an inducement for the award of a subcontract or order.

DRAFT

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

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

BUYER:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

By:_____
Ramon Garcia, Chairman Of the Board

SELLER:
COMPANY:_____

By:_____

Printed Name :_____

Title:_____

Approved by Board of Directors Court on:_____

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

By:_____ Date:_____

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services 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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RFB SUBMITTAL CHECK LIST

REQUEST FOR BIDS

"PIT RUN CALICHE"

RFB No.: HCDD1-16-020-05-11

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

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

_____ Page 8 of Legal Notice

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

_____ Exhibit "D-1" CIQ Form- Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, One (1) Copy containing a complete response.

EXHIBIT "B"

EXHIBIT "B"

Hidalgo County Drainage District No. 1
"PIT RUN CALICHE"
RFB No: HCDD1-16-019-05-11

BID PAGE

BID PRICE:	$ 2.40 /ton
Pit Name & Location(s):	
Big Five Pit	8600 N. Bigfive Road, Edinburg
San Manuel Pit	½ mile West of FM 3250, off Shelly Lori Road

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: Roy's Hauling Service
ADDRESS: P.O. Box 1896
CITY/STATE/ZIP CODE: Edinburg, TX 78540
PHONE & FAX NO'S: 956.383.2206
CELLULAR NO:
E-MAIL ADDRESS: royshaulinginc@aol.com
AUTHORIZED SIGNATURE:
PRINTED NAME: Kristina Balderas
TITLE Manager

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2016

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

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

PRODUCER SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	**CONTACT NAME:** KRISTINA BALDERAS **PHONE (A/C, No, Ext):** 956.343.2206 **FAX (A/C, No):** **E-MAIL ADDRESS:** SOUTHTEXASSOLUTIONS@AOL.COM
INSURED ROY'S HAULING SERVICE, INC. P.O. BOX 1896 EDINBURG, TEXAS 78540	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** CAPITOL SPECIALTY INS CO **INSURER B :** PROGRESSIVE COUNTY MUTUAL INS **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			CS02597106-01	11/30/2015	11/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			03764240-2	05/24/2016	11/24/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S. HIGHWAY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2015

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

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

PRODUCER	CONTACT NAME: KRISTINA BALDERAS	
SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	PHONE (A/C, No, Ext): 9563432206	FAX (A/C, No):
	E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TEXAS MUTUAL INSURANCE COMPANY	
INSURED ROY'S HAULING SERVICE, INC. P.O. BOX 1896 EDINBURG, TEXAS 78540	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001296826	11/06/2015	11/06/2016	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

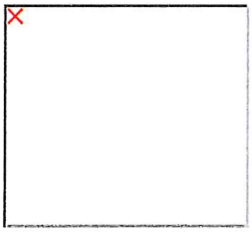
COUNTY OF HIDALGO
2802 S. BUSINESS HIGHWAY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 25, 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 -54709 Requesting approval of Work Authorization No. 3 to Pct. 1 - Mile 13 1/2 & FM 1015 area Drainage Improvement Project Agreement with Urban Infrastructure Group, Inc. in the amount of $16,160.00.

7. AI -54730 A. Requesting approval to purchase two (2) John Deere 310SL Backhoe Loaders through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard's awarded vendor, Doggett Machinery Services (Contract #424-13) in the total amount of $ 193,500.00.

   B. Pursuant to the Board's approval to purchase the two (2) John Deere 310SL Backhoe Loaders, requesting to declare surplus with the purpose of trade in: One (1) 2003 JCB 215S Backhoe Loader (Asset # 39861) in the amount of $6,800.00, and One (1) 2008 TEREX TX970B Backhoe Loader (Asset # 1590) in the amount of $9,000.00 including the removal of said assets from inventory upon completion of transaction.

8. AI -54756 Request approval of Budget Amendment from the General Fund in the amount of $193,500 into heavy equipment pursuant to the Board's approval to purchase (2) John Deere 310SL Backhoe Loaders.

9. AI -54698 Recommending bid award and approval of contract to the responsible bidder submitting the lowest and best bid meeting all requirements/specifications for RFB No. HCDD1-16-020-05-11, Pit Run Caliche, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

10. AI -54713 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-019-05-11, Flexible Base Material (Crushed Caliche), subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

11. AI -54717 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-021-05-11, Sand and Bedding Material, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

12. AI -54741 A. Requesting approval of Wireless Customer Agreement from Verizon Wireless through the District's membership with Texas Department of Information Resources Contract No. DIR-TSO-3415 as reviewed and approved as to form by Legal Counsel.

B. Acceptance of proposal from Verizon Wireless through DIR Contract No. DIR-TSO-3415 for a Wireless Voice Calling Services Plan for 75 Push to Talk (PTT) lines (including 75 free wireless devices) in the total amount of $14,391.00 for a period of 12 months.

13. AI -54766 2013 Bond Project - Precinct #1 Rural Drainage Development
Request approval to Payment application #3 to Texas Cordia Construction LLC for Hoehn Road Area Drainage Improvements in the amount of $675.00

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

A. **Real Estate Acquisition**

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

15. **Open Session:**

A. **Real Estate Acquisition**

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

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

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

18. **Adjourn**

9. AI -54698 Recommending bid award and approval of contract to the responsible bidder submitting the lowest and best bid meeting all requirements/specifications for RFB No. HCDD1-16-020-05-11, Pit Run Caliche, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

10. AI -54713 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-019-05-11, Flexible Base Material (Crushed Caliche), subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

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

Vote: 5 - 0 – Unanimously

11. AI -54717 Recommending bid award and approval of contract to the responsible bidder submitting the sole bid received meeting all requirements / specifications for RFB No. HCDD1-16-021-05-11, Sand and Bedding Material, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

12. AI -54741 A. Requesting approval of Wireless Customer Agreement from Verizon Wireless through the District's membership with Texas Department of Information Resources Contract No. DIR-TSO-3415 as reviewed and approved as to form by Legal Counsel.

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

Vote: 5 - 0 - Unanimously

B. Acceptance of proposal from Verizon Wireless through DIR Contract No. DIR-TSO-3415 for a Wireless Voice Calling Services Plan for 75 Push to Talk (PTT) lines (including 75 free wireless devices) in the total

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-70290

Date Filed:
06/14/2016

Date Acknowledged:
06-16-2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ROY'S HAULING SERVICE, INC.
EDINBURG, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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.
C-HCDD1-16-020-05-25
PITRUN CALICHE

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. [X]

6 AFFIDAVIT

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

RAQUEL DELGADO
My Commission Expires
February 25, 2017

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Roy Baldera, Jr., this the 14th day of June, 20 16, to certify which, witness my hand and seal of office.

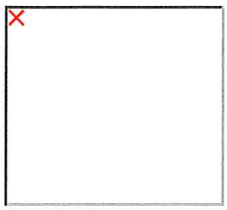
Signature of officer administering oath | Raquel Delgado — Printed name of officer administering oath | Notary Public — Title of officer administering oath

Franchise Tax Account Status

As of: 06/08/2016 02:49:30 PM

This Page is Not Sufficient for Filings with the Secretary of State

ROY'S HAULING SERVICE, INC.	
Texas Taxpayer Number	17429585148
Mailing Address	PO BOX 1896 EDINBURG, TX 78540-1896
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	05/30/1997
Texas SOS File Number	0144772600
Registered Agent Name	RAUL A BALDERAS
Registered Office Street Address	1 1/2 N. JACKSON EDINBURG, TX 78540



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 25, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   Board Member Joseph Palacios was not present during roll call.

2. **Prayer**

   Mr. Raul Sesin led the courtroom in Prayer.

3. **Open Forum**

   Mrs. Martha Sanchez, LUPE, expressed gratitude for the upcoming meeting they're going to have with Drainage Director Mr. Sesin.

4. **Approval of Consent Agenda**

   The board approved the entire consent agenda.

   Board Member Joseph Palacios joined the meeting.

5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations

   Mr. Sesin commented that they're still working on updating and developing the Drainage District's website. At the moment, they are working on multiple bond and GLO projects.

   Additionally, Mr. Sesin informed the members that over last week's rains, the City of Granjeno Mayor reached out to the district over the outfall draining properly into the IBWC floodway. Mr. Sesin reported that it was flooded due to the heavy amount of rain.

VBRS 6/21/16

AI -54698 9.
DRAINAGE DISTRICT
Meeting Date: 05/25/2016
Submitted For: Jaime Salazar Submitted By: Moises Salazar, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

Recommending bid award and approval of contract to the responsible bidder submitting the lowest and best bid meeting all requirements/specifications for RFB No. HCDD1-16-020-05-11, Pit Run Caliche, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].

BACKGROUND

Lowest bidder: Roy's Hauling Service

Fiscal Impact

Attachments

Tab Sheet and Participation Log

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/20/2016 02:19 PM
Final Approval	Monica Badillo	05/20/2016 05:10 PM
Form Started By: Moises Salazar		Started On: 05/18/2016 04:58 PM
Final Approval Date: 05/20/2016		