THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-125-04-14

THIS AGREEMENT is made effective the 14th day of April, 2015 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, of Mercedes, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **On-Call Geotechnical, Construction Materials Testing and Inspection Services for "Road and Bridge, C.I.P. and Other Projects in General"** for projects within **Hidalgo County Precinct No. 2** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 2**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. NON-EXCLUSIVE SERVICES OF ENGINEER. Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement

3. Term. This Agreement is for a period of 1 year, effective April 14, 2015 and will expire April 13, 2016 or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character

of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or

limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D",

attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County 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.

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

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

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect 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 a 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 County: County of Hidalgo
Attention: County Judge
302 W University Drive
Edinburg, Texas 78539

If to Engineer: L&G Engineering
Attention: Jacinto Garza, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

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 addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

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

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

ENGINEER:
L&G ENGINEERING

By: _____

Printed Name Jacinto Garza, P.E.

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: 4-14-15 RO ***, 2015.***

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

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-***"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"***
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

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

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geotechnical Testing Pool"*,**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~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 and 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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

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

18. ETHICAL STANDARDS:

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

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

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

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent 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) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent'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 or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$ /Mo.
28	Concrete Beam Breaker	$ /Day
29	Concrete Beam Breaker	$ /Wk
30	Concrete Beam Breaker	$ /Mo.
31	Vacuum Extractor	$ /Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + %
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$ Ea
Tex-104-E	Determination of Liquid Limit of Soils	$ Ea
Tex-105-E	Determination of Plastic Limit of Soils	$ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$ Ea
Tex-108-E	Determination of Specific Gravity of Soils	$ Ea
Tex-110-E	Part I Sieves thru 40	$ Ea
	Part II Sieves thru 200	$ Ea
	Additional Sieves	$ Ea
Tex-111-E	Minus 200 Sieve Analysis	$ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$ Ea
	Disturbed Soils and Base Materials (Part II)	$ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$ Ea
Tex-128-E	Determination of Soil pH	$ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$ Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$ Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$ Ea
Tex-203-F	Sand Equivalent Test	$ Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	

TOTAL SCORE:

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

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

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

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

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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 LIABILIT**				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 award of project by the Hidalgo County Commissioners' Court;

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

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County 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
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **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
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor 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?: ☐ Texas Building & Procurement Commission ☐ Other_____

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

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).

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 4.

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

General Instructions

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

Purpose of Form

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

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

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

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[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, and payments for services paid by a federal executive agency.

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 page 2), 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 Social Security Administration 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, 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 domestic 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 item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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 Regulation 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 Regulation 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 1.

***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, social security number (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 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. 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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

RFQ SUBMITTAL CHECK LIST

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

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

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Geotechnical & Construction Materials Testing Services for "Road and Bridge, C.I.P. and Other Projects in General"

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
		1. Soil Core Hole Drilling
___	___	a. Pavement (See Section 3, page 3-1 for requirements)
___	___	b. Retaining Walls (See Section 4, page 4-1 for requirements)
___	___	c. Miscellaneous Structures (See Section 4, page 4-1 for requirements)
___	___	d. Bridges (See Section 5, page 5-1 for requirements)

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Pavement Design – Embankment and Subgrade Analysis
___	___	a. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined by Engineer during Preliminary Engineering)
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design (To be provided by others)
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 4 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls and Embankments
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
		(2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.
___	___	b. Stability Analysis
___	___	c. Estimate
___	___	d. Summary of Quantities
___	___	e. Typical X-section.
___	___	f. General Guidelines for Retaining Walls
		(1) The ground water level should be observed at the water strike.
		(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).
		(3) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
		2. Miscellaneous Structures
___	___	a. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		b. Foundation Analysis To be determined based on miscellaneous structure type and requirements.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 5 - BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.
___	___	2. Foundation Analysis Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 6 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By: ENGINEER	COUNTY

___ ___ **CONSTRUCTION INSPECTION SERVICES:**

The ENGINEER will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the COUNTY.

___ ___ **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 7 - ADDITIONAL RESONSIBILITIES

Document and Information Exchange

Geotechnical Reports, Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives or CD/DVD medium. Each flash drive or CD/DVD shall have a file titled Table of Contents (as applicable). The Table of Contents shall indicate the locations of files within the directory structure of the documentation (as applicable).

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Geotechnical	Mercedes Office
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the ENGINEER in providing Geotechnical Laboratory services, Construction Materials Testing Services, and Construction Inspection Services:

A. Preliminary Phase:

1) Attend preliminary conferences with the COUNTY and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.

B. Design Phase:

1) Attend the COUNTY'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.
5) Furnish the COUNTY all necessary reports for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the COUNTY'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the COUNTY during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the COUNTY and/or project design Laboratory.
5) Furnish the COUNTY all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the COUNTY on construction and maintenance projects.

D. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with COUNTY specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and Geotechnical/CMT reports prepared under this Agreement shall become the property of the COUNTY upon completion of the work and payment in full of all monies due to the ENGINEER.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the COUNTY within a reasonable time.

EXHIBIT C

-Engineer Contract Rates

EXHIBIT "C"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2013

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15	Contract Rate *FY 16
Principal	$ -	$ -	$ -
Senior Project Manager	$ 70.00	$ 218.04	$ 224.58
Engineer (V) - Senior Engineer	$ 58.00	$ 180.66	$ 186.08
Senior Environmental Scientist/Specialist	$ 49.00	$ 152.63	$ 157.21
Engineer (III) - Project Engineer	$ 43.00	$ 133.94	$ 137.96
Engineering Lab Manager	$ 34.00	$ 105.91	$ 109.08
ROW Administrator	$ 34.00	$ 105.91	$ 109.08
Senior Engineer Tech	$ 30.00	$ 93.45	$ 96.25
Project Inspector (V)	$ 28.00	$ 87.22	$ 89.83
Record Keeper	$ 27.00	$ 84.10	$ 86.63
Project Inspector (I)	$ 22.00	$ 68.53	$ 70.58
CADD Operator / GIS Analyst	$ 22.00	$ 68.53	$ 70.58
Admin/Clerical	$ 20.00	$ 62.30	$ 64.17
Field Technician	$ 17.00	$ 52.95	$ 54.54

Negotiated Overhead Rate: **178.12%**

Negotiated Profit Rate: **12.00%**

Multiplier: **3.1149**

* Annual Escalation Rate = 3.00%

Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.

Other Direct Expenses:	Cost
Lodging	**$85/night**
Meals	**$36/day**
Mileage	**$0.55/mile**
Car Rental	**$75.00/day**
8 1/2" X 11" copies	**$1.00**/sheet
11" X 17" copies	**$1.50**/sheet
11" X 17" Mylar	**$2.00/sheet**
42in Color Roll Plots	**$5.00/SF**
Overnight Mail - Letter Size	**$15.00/Each**
Overnight Mail - Oversized Box	**$38.00/Each**

EXHIBIT "C"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.55/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "C"
CONTRACT RATES

***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index		$498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "C"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .55/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-125-04-14

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. ____.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

Exhibit F
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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

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

PRODUCER The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	CONTACT NAME: PHONE (A/C, No, Ext): (713) 552-1900 FAX (A/C, No): (713) 513-5411 E-MAIL ADDRESS: tlanders@riskspecialtygroup.com
INSURED L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company INSURER B : Continental Casualty Insurance Co. INSURER C : Gemini Insurance Company INSURER D : Texas Mutual Insurance Company 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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC			5095025836	07/19/2014	07/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001273119	07/23/2014	07/23/2015	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
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

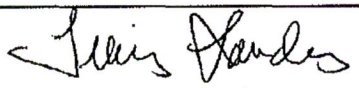
Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 9/2/2014

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

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

PRODUCER
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 | FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LEG CONSULTING ENGINEERS, INC
DBA LEG ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES TX 78570

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	Y	Y	605850941	07/19/2014	07/19/2015	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY
2902 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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